

R2024-108

**RESOLUTION AUTHORIZING A SETTLEMENT AGREEMENT REGARDING
18 LIMEKLIN ROAD**

This Settlement Agreement and Release (“Agreement”), dated _____, 2024, is entered into by and between the **Town of Phillipsburg**, a municipal corporation of the State of New Jersey, County of Warren with offices located at 120 Filmore Street Phillipsburg, NJ 08865 (Town), and **Robert Browning** (“Mr. Browning”).

WHEREAS, Mr. Browning made allegations regarding the Town’s improper removal of his property located on property located at 18 Limekiln road, and

WHEREAS, the Town removed said property after duly noticing the property’s owner regarding property maintenance violations contrary to Town ordinance §191-1 et seq; and

WHEREAS, Mr. Browning has indicated he intends to adjudicate the matter in the Superior Court of the State of New Jersey; and

WHEREAS, the Parties are entering into this Agreement in order to avoid the additional expense to the Parties, and to fully and finally resolve and settle all claims that were or could have been alleged in the Litigation, or that may have existed in any respect prior to the execution of this Agreement, upon the terms and conditions as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, and each act to be performed hereunder, the Parties hereto

agree as follows:

1. **Recitals.** The “WHEREAS” recitals are incorporated herein as part of this Agreement.

2. **Released Parties.** Released parties shall include (a) the Town of Phillipsburg and all employees, representatives, elected officials and/or other individual related to the Town of Phillipsburg as it relates to the allegations of Mr. Browning; (b) Mr. Robert Browning; (c) each of their past and present parent corporations, subsidiaries, divisions, partnerships, affiliates, or related corporations or entities (closely or remotely connected); (d) each of their past and present employees, directors, officers, owners, shareholders, trustees, fiduciaries, administrators, members, agents, partners, and attorneys; and (e) beneficiaries, predecessors, successors, and assigns of each of the foregoing persons and entities to the fullest extent possible.

3. **Settlement.** The Parties agree as follows:

a. The Town shall pay the sum of \$1,250 to Mr. Browning within five (5) days of the date hereof; check made payable to Robert Browning.

b. Mr. Browning shall execute this agreement as a condition precedent of receiving abovementioned funds.

4. **Release.** The Parties agree as follows:

The parties hereby release and forever discharge each other from any and all

claims, costs, damages, duties, debts, demands, fees, interest, liabilities, remedies, rights, rights of action or causes of action of any kind and nature whatsoever, at law or in equity (collectively referred to as "Claims"), asserted or referenced with regard to the property maintenance dispute for the property located at 18 Limekiln Road, Phillipsburg NJ 08865 that resulted in the filing of complaint docket no. WRN-DC-2473-23 and WRN-DC-1161-23, including those claims that were or could have been asserted, including, but not limited to, Claims, Counterclaims, Third Party Claims and Cross-Claims.

5. **Binding Effect.** This Agreement and the releases set forth herein shall be binding upon and inure to the benefit of the Parties, the Released Parties, and their successors, assigns, representatives, executors, and administrators.

6. **No Admission.** Each Party to this Agreement acknowledges and agrees that this Agreement and any payment or performance hereunder does not in any manner constitute an admission of liability. This Agreement is made solely for purposes of settlement and to avoid additional costs to any Party.

7. **Non-Disparagement.** Both Parties agree to refrain from making any public statements disparaging the other Party for actions and/or inactions related to the facts precipitating this agreement. This includes refraining from making disparaging statements on social media, or other public forms of communication including causing a third-party to make such statements.

8. **Severability.** Should any portion or clause of this Agreement be found to be invalid, illegal, void, voidable, or unenforceable for any reason whatsoever, the same shall be severed and this Agreement shall be read as if it did not contain said portion or clause. The Parties intend for any such invalid portion or clause to be severable from the remainder of this Agreement. Any such clause or portion severed shall not affect the validity or the remaining provisions of this Agreement.

9. **Counterparts.** This Agreement may be executed in any number of counterparts, and all such counterparts shall together constitute one in the same Agreement.

10. **Section Headings.** The captions, subjects, sections, and paragraph headings in this Agreement are included for convenience and reference only. They do not form a part hereof, and do not in any way codify, interpret, or reflect the intent of the Parties. Said headings shall not be used to construe, interpret any provision of this Agreement.

11. **Right to Consult with Attorney, Terms Understood.** The Parties hereto acknowledge that each has read this Agreement; fully understands their rights, privileges, and duties under this Agreement; and enters into this Agreement freely and voluntarily. Each Party further acknowledges that they have had an opportunity to consult with, and have indeed actually consulted with, an attorney of their choice to explain the terms of this Agreement and the consequences of signing the same.

12. **Entire Agreement.** Except as otherwise provided herein, each Party

acknowledges and represents that no promise or representation not contained in this Agreement has been made to it and that this Agreement and the documents attached contain the entire understanding and agreement between the Parties and contain all terms and conditions pertaining to the within dispute, settlement, and release. No express or implied warranties, covenants or representations have been made concerning the subject matter of this Agreement unless expressly stated herein. Any prior written or oral negotiations not contained in this Agreement are of no force or effect whatsoever. In executing this Agreement, the Parties have not relied, and do not rely, on any statements, inducements, promises, or representations made by any other party or their agents, representatives, or attorneys with regard to the subject matters, basis, or effect of this Agreement, except those specifically set forth in this Agreement.

13. **No Change.** No change, addition to, or modification of this Agreement shall be valid or binding upon any Party hereto and no verbal agreement of any nature relating to the subject matter of this Agreement or to any relationship between the Parties will be considered valid or enforceable. This Agreement may not be superseded, modified, or amended orally and no modification, waiver or amendment shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.

14. **No Presumption Against Drafting Party.** This Agreement and the provisions contained herein shall not be construed or interpreted for or against either Party

hereto because that Party drafted or caused the party's legal representative to draft any of its provisions. This Agreement shall be construed without reference to the identity of the Party or Parties preparing the same, it being expressly understood and agreed that the Parties hereto participated equally, or had equal opportunity to participate, in the drafting of this Agreement.

15. **Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. The Parties agree that any and all disputes relating to this Agreement shall be brought only in the Superior Court of New Jersey, Warren County, New Jersey, and that the Parties further consent to the exclusive jurisdiction of that Court for purposes of enforcing this Agreement.

16. **Further Assurances.** At any time, the Parties will execute such additional instruments and take such actions as may be reasonably requested to confirm, perfect or otherwise carry out the intent and purposes of this Agreement.

17. **Facsimile or Email.** This Agreement may be signed by one or more of the Parties and such signature page may be transmitted by facsimile or e-mail, the facsimile or email signature page shall be considered as an original signature page, both binding and enforceable.

18. **Fees and Expenses.** Each party shall bear and be responsible for their own legal fees and expenses incurred in the Litigation, the drafting of this Agreement or in any

way related to matters relating to this Agreement.

19. **Understand, Competency, Authority and Free Will.** The Parties fully represent that they are of legal age, legally competent, and fully and duly authorized to execute the Agreement on their own behalf. The Parties further represent that they have completely read all terms of the Agreement, and have consulted with legal counsel concerning those terms and fully understand those terms, and the Parties further represent that they executed this Agreement of their own free will and not under fraud, misrepresentation, duress, coercion or by mistake, and not as a result of reliance upon any statement or representation by each other or any of their agents or representatives.

(Signatures on following page)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of
the _____ day of _____, 2024.

Town of Phillipsburg

S. Turner

(Witness)

By: [Signature]

Title: Mayor

S. Turner

(Witness)

By: [Signature]

Title: Clerk

Robert Browning

(Witness)

Robert Browning