The College of New Jersey Board of Trustees

Thursday, January 13, 2000 201 Loser Hall Minutes of Public Board Meeting

<u>Present</u>; Mr. Robert Gladstone, Chair; Mr. Harry Reichard; Mr. Thomas Bracken; Mr. Jeffrey Perlman; Mr. Robert Kaye; Mr. James Harkness; Dr. R. Barbara Gitenstein, President Dr. Beth Paul, Faculty Representative to the Board

<u>Present via Telephone:</u> Mr. Walter Chambers, Vice Chair; Mr. Bruce Hasbrouck Mrs. Barbara Pelson; Dr. Carla Enriquez; Mrs. Patricia Rado

Not Present: Dr. Al Cho; Mr. Jose Sosa; Mr. James McAndrew; Ms. Stacy Holland; Ms. Samantha Rozycki, Student Trustee; Mr. Al Ribeiro, Alternate Student Trustee; Dr. John Karsnitz, Faculty Representative to the Board;

The meeting was called to order at 10:10am

I. Announcement of Compliance

Mr. Gladstone announced that the requirements of the Open Public Meetings Act concerning public notice of this meeting had been met.

II. Motion to go into closed session

It was moved by Mr. Reichard, seconded by Mr. Harkness that the Board go into closed session to discuss personnel actions, items exempt under the Open Public Meetings Act.

- III. Closed Session
- IV. Resumption of Public Session/Pledge of Allegiance
 - A. Report of the Finance & Construction Committee
 - 1. The College of New Jersey Board of Trustees Resolution Approving the Contract for Acquisition of Property Attachment A

President Gitenstein and Vice President Mills commented on the resolution. Mr. Gladstone suggested that additional language be added to the resolve section of the resolution.

It was moved by Mr. Harkness, seconded by Mr. Bracken, that the resolution be approved with the addition of the suggested language. The motion carried unanimously.

XIII. Adjournment

The following resolution was moved by Mr. Bracken, seconded by Mr. Harkness. The motion carried unanimously

Be It

Resolved:

That the next public meeting of The College of New Jersey

Board of Trustees will be held on Thursday, February 24,

2000 at a time and location to be announced.

Be It

Further

Resolved:

That this meeting be adjourned.

The meeting was adjourned at 11:30am.

Barbara Pelson

Respectfully submitted,

Barbara Pelson

Secretary

The College Of New Jersey Board Of Trustees Resolution Approving The Contracts For Acquisition Of Property

Whereas: The College of New Jersey has identified 103 acres of undeveloped

land within one mile of the campus; and

Whereas: This land, located in Hopewell Township, represents the only

substantial and affordable acreage within a reasonable distance of

the campus; and

Whereas: This land will provide The College with a unique opportunity to

enhance its mission and to allow for future growth while at the same time maintaining core functions on the existing campus; and

Whereas: The funding for this acquisition will come from capital reserve

accounts and thus not adversely affect student tuition or the

academic budget;

Therefore Be It Resolved:

That the Board of Trustees of The College of New Jersey approves the purchase of the parcels of land listed below and authorizes the Vice President for Administration and Finance to sign all documents necessary to complete these acquisitions for a sum not to exceed \$5,610,000; particularly the Board ratifies and confirms the contract between Ardleigh Pond Inc. and The College of New Jersey dated January 10, 2000; the contract between Beazer Homes Inc. and The College of New Jersey dated December 31, 1999, copies of which are annexed hereto and authorizes acquisition of certain properties from the New Jersey Department of Transportation consisting of approximately 22.89 acres of property abutting I-95 in the Township of Hopewell.

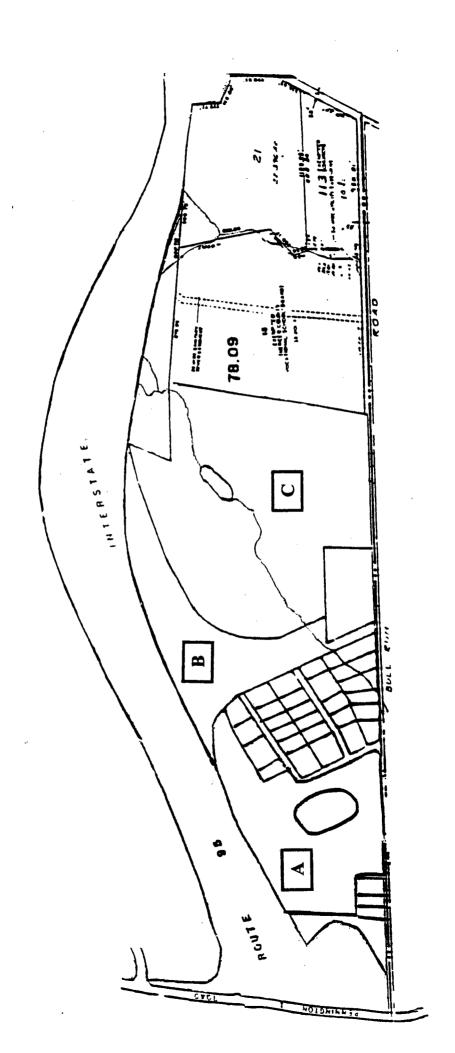
HOPEWELL TOWNSHIP

LAND PARCEL	BLOCK	LOT(S)	ACREAGE
A.	78.06	23	23.23
В.	NJDOT	R.O.W.	22.89
C.	78.09	102, 22, 32	<u>56.88</u>
			103.00

THE COLLEGE OF NEW JERSEY

LAND ACQUISITION PROPOSAL

January 13, 2000



ASSIGNMENT AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into this <u>31</u> day of December, <u>1999</u>, by and between BEAZER HOMES CORP., a Tennessee corporation, whose address is 250 Phillips Boulevard, Trenton, New Jersey 08618 (hereinafter referred to as "Beazer") and THE COLLEGE OF NEW JERSEY, whose address is P.O. Box 7718, Ewing, New Jersey 08628 (hereinafter referred to as "College").

WITNESSETH

WHEREAS, Trafalgar House Residential, New Jersey, a Division of Trafalgar House Property, Inc. (hereinafter referred to as "Trafalgar") entered into a certain Agreement of Sale. dated January 23, 1998, to purchase from Walter J. Jacob III and Katryn K. Jacob and High Meadow Partnership the property known as Lots 22 and 102 in Block 78 in the Township of Hopewell, County of Mercer and State of New Jersey (hereinafter referred to as the "Contract"); and

WHEREAS, Trafalgar thereafter entered into an Agreement, dated November 21, 1998, whereby Trafalgar assigned its rights and obligations under the Contract to Beazer (hereinafter referred to as the "Assignment of Contract"); and

WHEREAS, Beazer entered into another certain Agreement of Sale, dated February 8, 1999, to purchase from Angelo M. Vagnozzi and Cecelia Vagnozzi the property, known as Lot 32 in Block 78 in the Township of Hopewell, County of Mercer and State of New Jersey (hereinafter referred to as the "Second Contract"); and

WHEREAS, Beazer desires to assign all of its rights and obligations under the Contract and accompanying Assignment of Contract and under the Second Contract (collectively the "Contracts") to College and College desires to acquire Beazer's rights and obligations under the Contracts provided that College receives certain assurances as set forth herein;

NOW, THEREFORE, in consideration of the mutual promises and terms contained herein, the parties agree as follows:

- 1. <u>Assignment Agreement</u>. Subject to the terms of this Agreement, Beazer does hereby agree to assign all of its right, title and interest in and to the Contracts to College who hereby agrees to accept such assignment(s).
- 2. <u>Acknowledgement; Waiver.</u> Beazer and College acknowledge their mutual awareness that Section 20 of each of the Contract and the Second Contract expressly permits assignment of each to an affiliate or subsidiary of Beazer without the prior consents of the respective sellers under the Contracts. The parties hereto further acknowledge that College is not an affiliate or subsidiary of Beazer. The parties hereto do further agree that Beazer shall <u>not</u> be obligated to obtain the prior consent(s) of the sellers under the Contracts to the assignment(s) provided in Paragraph 1 above and College specifically waives the performance by Beazer of any and all obligation(s) to obtain prior consent(s) to the assignment(s) provided in Paragraph 1 above by the respective sellers under the Contracts.
- 3. <u>Contract</u>. Beazer represents that attached hereto as <u>Exhibit A</u> is a true and correct copy of the Contract, and also attached hereto as <u>Exhibit A-1</u> is a true and correct copy of the Assignment of Contract and that there are no addenda, amendments or modifications to either of those documents.
- 4. <u>Second Contract</u>. Beazer represents that attached hereto as <u>Exhibit B</u> is a true and correct copy of the Second Contract and that there are no addenda, amendments, or modifications thereto. Beazer further represents and warrants that notwithstanding (i) the denomination of "BUYER" on page 1 of the Second Contract as "TRAFALGAR HOUSE RESIDENTIAL, NEW JERSEY A DIVISION OF BEAZER HOMES CORP." and (ii) the denomination below the signature of Michael J. Neill on the signature page of the Second Contract as "President, Trafalgar House Residential, New Jersey, a Division of Trafalgar House Property, Inc.", the true and only party in interest, as "BUYER", under said Second Contract is

Beazer Homes Corp. of which Michael J. Neill is Division President. The aforedescribed misdenominations in the Second Contract were inadvertent and should be disregarded.

- 5. Full Force and Effect. Beazer represents that the Contracts are in full force and effect. Beazer further represents that it has not given any notice of termination or default to the respective sellers under the Contracts. Beazer represents that it has no knowledge of any events which, with the giving of notice or the passage of time, or both, would constitute a default by Beazer or by the respective sellers under the Contracts. Beazer represents to the best of its knowledge that there is no action, lawsuit or proceeding pending or threatened against or affecting Beazer or Trafalgar or the property described in the Contracts relating to or arising out of the Contracts.
- 6. No Assignments. Except for this Agreement, Beazer has not otherwise assigned any of its rights, duties or obligations under the Contracts.
- 7. <u>Due Diligence Period</u>. Beazer represents that pursuant to Section 12 of each of the Contracts, the Due Diligence period has expired. Beazer represents that prior to the expiration of each applicable Due Diligence Period, it notified the respective sellers in the Contracts in writing, in accordance with the terms of the respective Contracts, that Beazer desired to proceed with the respective Contracts.
- 8. Extension Option. Beazer represents that it shall cause the Escrow Agent under the Contract to timely release the amount of Fifteen Thousand Dollars (\$15,000.00) from the deposit escrow pursuant to Section 4 of the Contract concurrent with Beazer exercising the option to extend the Contract for six (6) additional months from January 23, 2000, by January 10, 2000.
- 9. <u>Price</u>. College agrees to pay to Beazer the sum of ONE MILLION THIRTEEN THOUSAND TWO HUNDRED FIFTY SIX (\$1,013,256.00) DOLLARS in consideration for this Agreement, said amount to be paid in full by cash, certified check, bank cashier's check or by wire transfer (alternatively a "Payment Mode") on or about January 31, 2000 (the "Closing

Date"), provided that Beazer is in compliance with all of its responsibilities and obligations under this Agreement.

- Beazer represents that it paid the sum of \$1,000.00 directly 10. Contract Deposits. to the sellers under the Contract and that it delivered a deposit in the amount of Forty-Nine Thousand (\$49,000.00) Dollars to the Escrow Agent under the Contract, to be held in escrow or released to the sellers under the Contract as nonrefundable deposit applied towards the purchase price pursuant to the terms of Section 2(a) of the Contract. Beazer further represents that a deposit in the amount of Fifty Eight Thousand Five Hundred (\$58,500.00) Dollars was delivered to the Escrow Agent under the Second Contract. College agrees to pay Beazer the sum of ONE HUNDRED EIGHT THOUSAND FIVE HUNDRED (\$108,500.00) DOLLARS via a Payment Mode on the Closing Date in reimbursement for direct payments or deposits made by Beazer under the Contracts, provided that Beazer is then in compliance with all of its responsibilities and obligations under this Agreement. Concurrent with College's payments to Beazer under this Paragraph 10 and Paragraph 9, above, Beazer shall assign (and shall cause Escrow Agent to deliver to College or its attorney) to and for the benefit of College, all of its deposits (including all amounts then still held by Escrow Agent) and all rights under those deposits made pursuant to the Contracts.
- 11. Provision of Reports and Inspections. Beazer shall provide to College by no later than January 5, 2000 any and all of the following applicable studies, searches and information conducted or performed or obtained or otherwise in its possession in connection with the properties forming the subject of the Contracts, including but not limited to: Title Searches; Surveys, Phase 1 Environmental Inspections, Filed-Verified Topos; Wetlands Delineations and Letters of Interpretation; 80+ Soil Tests; Historical Studies and Inspections; Traffic Studies; 195 Noise Study; Flood Plain Delineations; Cross Section Bull Run Road for Ingress/Egress Design; and Ewing Lawrence Sewerage Authority (ELSA) Evaluations of Downstream Sewer. Further, Beazer shall provide to College by no later than January 5, 2000 any and all plans and submissions applicably made by Beazer to the municipal and county planning boards and to any other municipal, county or state agencies or departments, and any and all non-privileged correspondences, reports, notices and other writings to or from such

boards, agencies or departments in connection with property described in either of the Contracts

or the development applications forming the subject of the Contracts.

12. <u>Sellers' Plans</u>. Beazer represents that to the extent existing, it has provided to

College any and all of the "Seller's Plans" provided to Beazer pursuant to Section 1 of the

Contracts.

13. Title Searches. Beazer represents that it has provided to College a commitment

for title insurance issued by Stewart Title Guaranty Company, file number PA#98014403, dated

January 31, 1998, respecting the property forming the subject of the Contract and a commitment

for title insurance issued by Stewart Title Guaranty Company, file number PA#98014893, dated

September 29, 1998, respecting the property forming the subject of the Second Contract. The

payments from College to Beazer pursuant to Paragraphs 9 and 10 of this Agreement are

contingent upon no material change in the title search rundowns by College, and no material

change in these commitments for title insurance.

14. Brokers. Beazer and College represent that no broker other than Nilson

Commercial Real Estate (the "Broker") brought about this Agreement. Beazer and College each

agree to indemnify and hold the other harmless from and against any liability, costs or expenses

arising from a breach of the foregoing representations. Beazer shall pay all broker commissions

pursuant to a separate written agreement between Beazer and Broker. The provisions of this

Paragraph 14 shall survive the Closing Date.

15. Notices.

All notices under this Agreement shall be made as follows:

Beazer:

Michael J. Neill

Beazer Homes Corp. 250 Phillips Boulevard

Trenton, New Jersey 08618

With a copy to:

Alan G. Frank, Jr., Esquire Ridolfi, Friedman, Frank, Edelstein & Backinoff, P.C.

3131 Princeton Pike - Building 6A Lawrenceville, New Jersey 08648

College:

Peter Mills

Vice President for Administration and Finance

The College of New Jersey

P.O. Box 7718

Ewing, New Jersey 08628

With a copy to:

Janice S. Mironov, Esquire

P.O. Box 1330

East Windsor, New Jersey 08520

- 16. <u>Contracts Terms Remain in Effect</u>. Except as herein specifically amended, the terms and provisions of the Contracts shall remain in full force and effect.
- 17. <u>Authority</u>. The person executing this Agreement on behalf of each party hereto has the full authority to do so, and to bind the party for which it is signing.
- 18. <u>Cooperation</u>. The parties will each fully cooperate and execute any documents necessary to effectuate the provisions contained in this Agreement.
- 19. <u>Entire Agreement</u>. This Agreement shows the entire understanding of the parties, and there are no representations, warranties, covenants or undertakings other than those set forth herein.
- 20. <u>Modifications</u>. A modification or waiver of any of the provisions of this Agreement shall be effective only if it is made in writing and executed with the same formality as this Agreement.
- 21. Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of New Jersey. If any provision of this Agreement is held

to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

- 22. <u>Effective Date</u>. This Agreement shall take effect immediately upon execution of the Agreement by both parties. This Agreement is subject to cancellation upon formal vote by the Board of Trustees of College provided that any such cancellation must be in writing and must be received by Beazer by no later than the close of business on January 20, 2000.
- 23. <u>Successors and Assigns</u>. This Agreement shall inure to the benefit of and be binding on the parties and their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals the day and year first above written.

BEAZER HOMES CORP.

Date: /3//99

MICHAEL J. NEILL, Division President

THE COLLEGE OF NEW JERSEY

Date: //4/2000

PETER MILLS, Vice-President of Administration and Finance

CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on January 10, 2000,

BETWEEN ARDLEIGH POND, INC., a corporation of the State of New Jersey, whose address is 18 East 22nd Street, New York, NY 10010, (FEIN 13-3369728), referred to as the "Seller",

AND THE COLLEGE OF NEW JERSEY, a division of the State of New Jersey, whose address is P.O. 7718, Ewing, NJ 08628-5127, referred to as the "Buyer".

The words "Buyer" and "Seller" include all Buyers and all Sellers listed above.

- 1. <u>Purchase Agreement</u>. The Seller agrees to sell and the Buyer agrees to buy the property described in this Contract.
- 2. <u>Property</u>. The property to be sold consists of: (a) the land and all the buildings, other improvements and fixtures on the land; (b) all of the Seller's rights relating to the land; and (c) all personal property specifically included in this Contract. The real property to be sold is approximately 23.23 acres on Bull Run Road, in the Township of Hopewell, County of Mercer and State of New Jersey. It is shown on the municipal tax map as Lot 23 in Block 78.06.
- 3. <u>Price</u>. The purchase price is ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,500,000.00).
- 4. <u>Payment of Purchase Price</u>. The Buyer will pay the purchase price as follows:

Amount of@mortgage (paragraph 6)

00

Balance to be paid at closing of title, by bank cashier's check (subject to adjustments at closing)

1,500,000

Buyer's attorney will prepare a Closing Statement for Seller's review and approval three days prior to the closing.

- 5. Deposit Monies [Not Applicable].
- 6. Mortgage Contingency. [Not Applicable].
- 7. Time and Place of Closing. The Buyer and the Seller agree to make the date for the closing on or before February 10, 2000, time being of the essence, except for environmental reporting and remediation if necessary. Both parties will fully cooperate so the closing can take place on or before February 10, 2000. The closing will be held at the office of Janice S. Mironov, Esq., 897 U.S. Route 130, P.O. Box 1330, East Windsor, New Jersey 08520.
- 8. Transfer of Ownership. At the closing, the Seller will transfer ownership of the property to the Buyer. The Seller will give the Buyer a properly executed deed and an adequate affidavit of title. If the Seller is a corporation, it will also deliver a corporate resolution authorizing the sale. The Seller certifies to the attorney for the Buyer that the Seller's federal employee identification number and address as of January 1 of the coming year are set forth above.
- 9. Type of Deed. A deed is a written document used to transfer ownership of property. In this sale, the Seller agrees to provide and the Byer agrees to accept a deed known as Bargain and Sale Deed with covenants against grantor's acts.



- 10. Personal Property and Fixtures. Many items of property become so attached to a building or other real property that they become a part of it. These items are called fixtures. They include such items as gas and electric fixtures, cooking ranges and ovens, built-in dishwashers, hot water heaters, linoleum and/or wall-to-wall carpeting, screens, storm windows and storm doors, shades, blinds, awnings, radiator covers, heating and airconditioning apparatus, radio and television aerial equipment, if any, fireplaces, patios and built-in shelving. All fixtures are INCLUDED in this sale unless they are listed below as being EXCLUDED.
- (a) The following items, if presently located on the premises in question, are INCLUDED in this sale:(b) The following items are EXCLUDED from this sale: none
- 11. Physical Condition of the Property. This property is being sold "as is". The Seller does not make any claims or promises about the condition or value of any of the property included in this sale. The Buyer has inspected the property and relies on this inspection and any rights which may be provided for elsewhere in the Contract. The Seller agrees to maintain the grounds, buildings and improvements in good condition subject to ordinary wear and tear until closing.
- 12. <u>Inspection of the Property</u>. The Seller agrees to permit the Buyer to inspect the property 24 to 48 hours prior to closing. The Seller will permit access for all inspections provided for in this Contract.
- 13. Building and Zoning Laws. The Buyer will obtain and pay for the smoke detector certificate as required by law.
- 14. <u>Flood Area</u>. The federal and state government have designated certain areas as "flood areas." This means they are more likely to have floods than other areas. If this property is in a 25 year "flood area", as designated by FEMA, the Buyer may cancel this Contract within fifteen (15) days of the signing of this Contract by all parties.
- 15. Property Lines. The Seller states that, to the best of his knowledge, all buildings, driveways and other improvements on the property are within its boundary lines, and no improvements on adjoining properties extend across the boundary lines of this property.
- 16. Ownership. The Seller agrees to transfer and the Buyer agrees to accept ownership of the property free of all claims and rights of others, except for the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the property next to the street or running to any house or other improvement on the property. The Seller represents that, to the best of Seller's knowledge, there are no recorded agreements which limit the use of the property; however, if there are recorded agreements which limit the use of the property, Buyer will have the option to cancel this Agreement, pursuant to Paragraph 17.

In addition to the above, the ownership of the Buyer must be insurable at regular rates by any title insurance company authorized to do business in New Jersey subject only to the above exceptions.

- 17. Correcting Defects. If the property does not comply with paragraphs 15 or 16 of this Contract, the Seller will be notified and given thirty (30) days to make it comply. If the property still does not comply after that date, the Buyer may cancel this Contract or give the Seller more time to comply.
- 18. Termite Inspection. [Not Applicable].

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19. Engineering Inspection. This Contract is contingent upon the Buyer obtaining, at his own cost, an inspection of the property by an engineer, builder or home inspector company to determine the presence of environmental defects, hazards or conditions and the presence of lead-based paint or lead-based paint hazards, and to determine that the well and septic systems are in working order and need no major replacements or repairs. A major replacement or repair is one with a cost of over \$100.

If the Buyer chooses to have inspections, the inspections must be completed and the Seller provided with a copy of the written report(s) by January 12, 2000.

If environmental defects, hazards or conditions or lead-based paint or lead-based paint hazards are found, or if the well and/or septic systems are not in working order or are in need of major replacements or repairs, the Buyer will provide the Seller with a copy of the written report and the Seller will be given five (5) days from receipt of the report to notify the Buyer whether or not the Seller agrees, at his own cost and expense, to correct the environmental defects, hazards or conditions, or put the well and septic in working order, or the Buyer may cancel this Contract. The Buyer, however, at his option, may waive the results of the inspection in writing and this Contract shall become binding.

20. Radon Inspection: [Not Applicable].

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- 21. <u>Risk of Loss</u>. The Seller is responsible for any damage to the property excer: for normal wear and tear, until the closing. If there is damage, the Buyer can proceed with the closing and accept the property "as is", or cancel this Contract.
- 22. Cancellation of Contract. If this Contract is cancelled pursuant to its terms, the parties will be free of liability to each other.
- 23. Assessments for Municipal Improvements. Certain municipal improvements such as sidewalks and sewers may result in the municipality charging property owners to pay for the improvement. All unpaid charges (assessments) against the property for work completed before the closing will be paid by the Seller at or before the closing. If the improvement is not completed before the closing, then only the Buyer will be responsible. If the improvement is completed, but the amount of the charge (assessment) is not determined, the Seller will pay an estimated amount at the closing. When the amount of the charge is finally determined, the Seller will pay any deficiency to the Buyer (if the estimate proves to have been too low), or the Buyer will return any excess to the Seller (if the estimate proves to have been too high).
- 24. Adjustments at Closing. The Buyer and Seller agree to adjust the following expenses as of the closing date: rents, water charges, sewer charges, and taxes. Any existing mortgages or liens against the property will be paid off from the net proceeds to the Seller at the closing.
- 25. Notice on Off-Site Conditions. Pursuant to the New Residential Construction Off-site Conditions Disclosure Act, P.L. 1995, c. 253, the clerks of municipalities in New Jersey maintain lists of off-site conditions which may affect the value of residential properties in the vicinity of the off-site condition. Buyers may examine the lists and are encouraged independently to investigate the area surrounding this property in order to become familiar with any off-site conditions which may affect the value of the property. In cases where the property is located near the border of a municipality, Buyers may wish to also examine the list maintained by the neighboring municipality.



- 26. Megan's Law. Pursuant to New Jersey statute commonly known as Megan's Law, certain convicted sex offenders are required to register their address with the local police department upon release back into the community. The lists are maintained and may be available by the municipal police department. The names of municipalities relevant to this transaction are: Ewing Township and Hopewell Township.
- 27. Lead-Based Paint: The Buyer will determine the status of any buildings on the property, and if determined to be applicable will review "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards".
- 28. <u>Possession</u>. Upon closing the Buyer will be given possession of the property. All tenancies or use and occupancies are governed by the Surrender Agreement, a fully executed copy of which shall be provided with the executed Contract.
- 29. Real Estate Commission. The Seller agrees to pay the following commissions for services rendered in procuring this sale, such commission to be due and payable only when closing of title takes place and the Seller receives closing proceeds from the Buyer:

To Nilson Commercial Real Estate: six percent (6%)

The parties authorize and direct the Buyer's attorney to pay to the Brokers the full commission as set forth above out of the proceeds of sale simultaneous with the payment of the net proceeds to the Seller

- 30. Complete Agreement. This Contract is the entire and only agreement between the Buyer and the Seller. This Contract replaces and cancels any previous agreements between the Buyer and the Seller. This Contract can only be changed by an agreement in writing signed by both the Buyer and the Seller. The Seller states that the Seller has not made any other contract to sell the property to anyone else. The Seller's agreement to pay the Broker (if any) is contained at the end of this document.
- 31. Effective Date This Contract shall take effective immediately upon execution of the Contract by both parties. The Contract is subject to cancellation upon formal vote by the Board of Trustees of The College of New Jersey, on or before but not later than January 20, 2000.
- 32. Parties Liable This Contract is binding upon all parties who sign it and who succeed to their rights and responsibilities.
- 33. Notices. All notices under this Contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address in this Contract, or to that party's attorney.

SIGNED AND AGREED TO BY:

Witnessed by:

Date Signed:

1/10/2000

PETER MILLS, Vice President for Administration and Finance, The College of New Jersey

For the College of New Jersey

June Janagu

BRIAN QUINN, Executive Vice President

BRIAN QUINN, Executive Vice President Ardleigh Pond, Inc.

For Ardleigh Pond, Inc.

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