

APPENDIX B LEASE AGREEMENT

**LOWER ALLOWAYS CREEK TOWNSHIP
TELECOMMUNICATIONS TOWER, ANTENNAS, AND RELATED EQUIPMENT
501 Locust Island Road, PO Box 157, Hancocks Bridge, New Jersey**

LEASE AGREEMENT

THIS LEASE AGREEMENT, made this _____ day of _____, 20__ between

LOWER ALLOWAYS CREEK TOWNSHIP, a Municipal Corporation of the State of New Jersey
having offices at 501 Locust Island Road, PO Box 157, Hancocks Bridge, New Jersey 08038

hereinafter designated “**LESSOR**”

and

with its principal office located at _____

hereinafter designated “**LESSEE**”

WHEREAS, LESSOR is the owner of property having a street address of 501 Locust Island Road, located in the Lower Alloways Creek Township, County of Salem, and State of New Jersey and identified as Block 16, Lot 1 on the Official Tax Map of the Lower Alloways Creek Township (“Property”) as depicted in Exhibit A.

WHEREAS, LESSEE desires to use a portion of the Property described below for the construction of a Monopole Tower, as well as the installation, maintenance, repair, replacement, and operation of federally licensed radio transmitting and receiving facility and for other associated equipment and improvements in connection with its wireless communications business;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. GRANT OF LEASE

1.1 LESSOR hereby grants to **LESSEE** the right to lease a portion of the real property described in the attached Exhibit A (the “Property”) together with the right to construct and use a tower located thereon (“Tower”), on the terms and conditions set forth herein.

1.2 LESSOR agrees to cooperate with LESSEE in obtaining licenses and permits or authorizations required for LESSEE's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") ("Government Approvals"), including all land use and zoning permit applications, and LESSOR agrees to cooperate with and to allow LESSEE to obtain a title report, zoning approvals and variances, land-use permits. LESSOR expressly grants to LESSEE a right of access to the Property deemed necessary or appropriate by LESSEE to evaluate the suitability of the Property for the uses contemplated under this Lease. LESSOR agrees that it will not interfere with LESSEE's efforts to secure other licenses and permits or authorizations that relate to other property, notwithstanding the Lessor's lawful function as the local governing body.

1.3 LESSOR hereby leases to LESSEE that portion of the Property, within the Leased Area, sufficient for placement of the Tower (as defined above), together with all necessary space and easements for access and utilities, as generally described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises"). The Premises, located at 501 Locust Island Road, Salem County, NJ 08038, comprises approximately 3100 square feet as further shown in Exhibit B.

2. USE OF PREMISES

2.1 LESSEE agrees to use the Premises for the purpose of constructing, installing, maintaining, repairing, replacing, and operating at its own expense, a communications monopole tower facility of a height of 190'. LESSEE shall, as consideration for the payment of rent, have the right to erect a monopole, place their equipment at an approximate height of 165' feet, and sublet to other tenants. The LESSEE shall design the monopole to accommodate at least two additional commercial wireless collocations as well as governmental uses as depicted in Exhibit B.

2.2 All of LESSEE'S equipment or other property attached to or otherwise brought onto the Premises shall, at all times, remain personal property of the LESSEE and are not considered fixtures, and at LESSEE'S option, may be removed by LESSEE at any time during the term hereof or any renewal terms. LESSEE shall maintain the area within the leased Premises.

2.3 Upon expiration or termination of this Lease, LESSEE shall remove all of LESSEE'S equipment and agrees to repair any damage to the Property or Premises caused by LESSEE during the term of the Lease, including the removal of LESSEE'S equipment, ordinary wear and tear and damage from the elements excepted.

2.4 In connection therewith, LESSEE shall have the right, at its sole cost and expense, to obtain electrical and telephone service from the servicing utility company, including the right to install a separate meter and main breaker, where required. LESSEE shall be responsible for the electricity it consumes for its operations at the rate charged by the servicing utility company.

2.5 No signage shall be placed on the premises, antenna, equipment or improvements without the express written consent of the LESSOR, unless required by the Federal Communication Commission or other Federal, State or local governmental authority exercising jurisdiction over the Property, the Premises or LESSEE'S installation.

2.6 LESSEE shall have the right to use whatever measures it deems reasonably appropriate to construct the telecommunications facility and antennas, and to install its related equipment, provided that it is in compliance with all applicable laws and regulations and subject to prior review and approval by the Municipal Engineer and the Township's Telecommunications Consultant, or other such professionals on staff or under contract to the LESSOR. LESSEE reserves the right to replace the

forementioned equipment with similar and comparable equipment provided that subject replacement does not increase or require increased tower or ground space for the **LESSEE**.

2.7 **LESSOR** agrees to cooperate with **LESSEE**, at **LESSEE'S** expense, in making application for and obtaining any permits and any other outside approvals which may be required to allow **LESSEE** use of the Premises. **LESSEE** shall employ due diligence to obtain such approvals within a timely fashion. If, however, **LESSEE** is denied a required approval, or is unable to obtain approvals thus making the Premises unsuitable and render **LESSEE** unable to utilize the Premises, **LESSEE** shall have the exclusive right to terminate this Lease within its sole discretion, and no further liabilities under this Lease shall remain in force and effect, including, but not limited to, the payment of rent, except with respect to returning the Premises and Property in substantially the same condition as existed prior to the commencement date of this Lease.

2.8 **LESSEE** shall have the right to run transmission lines from the equipment area to the antenna location and to run power from the main feed to the Installation, which improvements shall be at **LESSEE'S** sole cost and expense. Further, **LESSEE** agrees to perform all improvements in a safe, good and workmanlike manner.

2.9 **LESSEE** shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of **LESSEE'S** communications equipment over or along a 15, foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "A". **LESSEE** may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, **LESSOR** agrees to grant **LESSEE** or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by **LESSOR**. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for **LESSEE'S** radio frequency signage and/or barricades as are necessary to ensure **LESSEE'S** compliance with Laws (as defined in Paragraph 2.5).

2.10 **LESSOR** agrees to allow **LESSEE** to make all necessary and appropriate alterations to the Property in order to accomplish the above improvements. **LESSEE** shall prepare plans and specifications ("Plans"), which Plans shall be submitted to the Township's Municipal Engineer and to the Construction Official and Subcode Officials in the Township's Construction Office for review and issuance of a building permit, not to be unreasonably withheld or delayed. **LESSOR** may request reasonable modification of the Plans which requested modifications shall not impede **LESSEE'S** intended use of the Property as a telecommunication facility. **LESSEE** acknowledges that its plans and proposed installation shall be subject to the review and approval of Township's Municipal Engineer, Construction Official, and Subcode Officials and the Township's Telecommunications Consultant. ("Reviewing Parties"). After acceptance of any Plans by **LESSOR**, then the Plans shall become binding. When they are deemed approved, the Plans shall be incorporated in the Lease as Exhibit "B".

2.11 **LESSEE** shall have the right, at its own expense, to erect, construct or make any reasonable improvements, alterations or additions upon or to the Premises required by **LESSEE'S** use according to **LESSEE'S** Plans as shown on Exhibit "B" when approval is granted, as provided herein, provided **LESSOR** agrees to such improvements, alteration or additions, and they do not interfere with **LESSOR'S** use of the Property and Premises. If **LESSEE** wishes to make subsequent improvements, alterations or additions, **LESSEE** shall obtain **LESSOR'S** consent, not to be unreasonably withheld or delayed (and in no event delayed beyond twenty (20) days), upon submission of new Plans to **LESSOR**, which shall still be subject to administrative review by the Township's Reviewing Parties, provided such

subsequent improvements do not interfere with **LESSOR's** use of the Property and Premises or violate the provisions of paragraph 4, below.

2.12 **LESSOR** acknowledges that all Plans are the sole property of **LESSEE**, which may incorporate trade secrets or other confidential material and they are provided to **LESSOR** in confidence. **LESSOR** shall not knowingly permit or suffer any person to copy or utilize the Plans for any purpose other than as provided in this Lease or as required by law and shall return the Plans to **LESSEE** promptly upon request.

2.13 Notwithstanding anything in the Lease, **LESSOR** shall have the right to use the monopole on the Premises for its radio communications purposes and operations. In no event shall **LESSEE'S** permitted activities in connection with its construction, installation and use of the Premises interfere with the radio communications and operations of the **LESSOR**. The **Lessors** use of the monopole shall consist of the aerial space at and above 175' for its primary radio communications as well as space at the 120' level for the use of point-to-point communications.

2.14 No construction liens shall be placed on the Property or the Premises. If any such liens are placed on the Property or the Premises as a result of construction, work, repair or maintenance by the **LESSEE**, **LESSEE** shall discharge such liens or shall post a bond in the amount required to cover such liens within thirty (30) days after the placement of the lien on the Property or Premises.

2.15 **LESSEE** shall have the right to Sublease the tower to other wireless carrier tenants at market rates, provided **LESSOR** shall receive twenty five percent of the gross rental income from such tenants, on a monthly basis as "Additional Rent" from **LESSEE**, including annual increases in rent for such tenants.

3. SITE TESTING

LESSOR acknowledges that **LESSEE**, at its option following full execution of this Agreement, may perform engineering surveys, structural analysis reports, or any other testing which may be required in order for **LESSEE** to occupy the Premises as more fully described in Paragraph 2 above. Any materially adverse test results may entitle **LESSEE** to terminate this Agreement under Paragraph 10.1.

4. INTERFERENCE

LESSEE agrees to install radio equipment of the type and frequency which will not cause measurable interference to **LESSOR**, or neighboring landowners. In the event **LESSEE'S** equipment causes such interference, and after **LESSOR** has notified **LESSEE** of such interference, **LESSEE** agrees, within thirty (30) days after notice from **LESSOR**, to minimize such interference, if any, with **LESSOR's** use and enjoyment of the Property, including **LESSOR's** use of the installation and antennas for **LESSOR's** operations. **LESSEE** shall operate its facilities in compliance with all Federal Communications Commission (FCC) regulations.

5. TERM

5.1 The Initial Term of this Lease shall be for a period of FIVE (5) YEARS commencing upon the date **LESSEE** is in receipt of a building permit to begin construction of the communications facility OR 12 months after the date of the last signature herein. (the "Commencement

Date”) and shall terminate on the day before the fifth (5th) anniversary of the Commencement Date, unless otherwise terminated sooner as provided for in Paragraph 10.

5.2 This Agreement shall be automatically renewed for FOUR (4) SUCCESSIVE FIVE (5) YEAR periods (“Renewal Terms”), upon the same terms and conditions in effect during the Term, subject to adjustment of the rent as hereinafter described, unless **LESSEE** provides **LESSOR** notice of its intention not to renew at least NINETY (90) DAYS prior to the expiration of the Term or any Renewal Term.

6. RENT

6.1 **LESSEE** shall pay **LESSOR** an annual rent (“Rent”) of TBD Dollars payable in equal amounts of TBD Dollars monthly in advance. The first month’s payment shall be due within ten (10) days after the Commencement Date. If the Commencement Date is a day other than the first day of a calendar month, a pro rata fraction of a full month’s rent shall be paid within ten (10) days after the Commencement Date, and subsequent payments of rent shall be made on the first day of each month thereafter. If the term ends on any day other than the last day of a calendar month, a pro rata fraction of a full month’s rent shall be paid on the first day of the last month of the term.

6.2 Rent shall be adjusted annually as of the anniversary of the Commencement Date of the Term and of any five (5) year Renewal Term by an increase of three percent (3%) of the Rent paid during the previous year.

6.3 **LESSEE** shall pay **LESSOR** a late charge equal to 5% of the monthly payment for any rental payment made more than 15 days after the due date.

7. TAXES

7.1 **LESSEE** agrees to pay any portion of personal property taxes and any portion of real property taxes which may be assessed upon the Property and Premises as a direct cause of **LESSEE’S** installation, improvements or equipment. **LESSOR** shall provide evidence of such assessment within a timely manner.

7.2 **LESSEE** shall have the right to appeal any assessment of property taxes or real estate taxes for which **Lessee** is responsible in accordance with laws at **LESSEE’S** sole cost and expense.

8. INSURANCE/LIABILITY

8.1 **LESSEE**, at its sole cost and expense, shall provide and maintain, during the Term of this Lease and any Renewal Terms, the following insurance:

I. GENERAL LIABILITY

- (A) \$3,000,000.00 General Liability with \$4,000,000.00 aggregate, including Contractual Liability/Completed Operations.
- (B) **LESSEE’S** insurance to be primary.
- (C) Thirty (30) days of notice of intent to cancel, non-renew, or make material change in coverage.

- (D) The Lower Alloways Creek Township, the County of Salem, as well as the Township Engineer, and the Township's Telecommunications Consultant shall be named as "additional insureds".

II. AUTOMOBILE LIABILITY

- (A) \$1,000,000.00 combined single limit.
- (B) Coverage to included "owned, non-owned and hired" automobiles.
- (C) All other requirements the same as provided under "General Liability" items C. and D. above.

III. WORKERS' COMPENSATION

- (A) Certificate of Insurance indicating "statutory" limits in compliance with the Workers' Compensation Law of the State of New Jersey.
- (B) Thirty (30) days' notice of intent to cancel, non-renew, or make material change in coverage.

8.2 The aforesaid insurance (excluding workers compensation insurance, which shall cover only **LESSEE's** employees) shall cover **LESSEE**, its employees or agents, against any liability which may arise as result of the actions by **LESSEE**, its employees or agents upon the Property and Premises in connection with **LESSEE'S** installation, equipment and improvements and the use of the Property and Premises, as described herein.

8.3 **LESSEE** shall name as additional insureds the Lower Alloways Creek Township, the County of Salem, and the Township's Engineer, on **LESSEE'S** commercial general liability and provide **LESSOR** with all such insurance certificates on or before the Commencement Date and prior to **LESSEE** performing any work or installing any equipment at the Premises or Property.

8.4 Each year thereafter, **LESSEE** agrees to provide **LESSOR** with a Certificate of Insurance that such policy shall not be cancelled without at least thirty (30) days' notice to the **LESSOR**. For all policies of insurance, coverage shall not be changed or canceled without at least thirty (30) days' notice to the **LESSOR**.

8.5 **LESSOR** and **LESSEE** each indemnifies and agrees to defend the other against and hold the other harmless from any and all costs including reasonable attorney's fees and claims of liability or loss which arise out of the ownership, use and occupancy of the site by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party. The indemnity obligations under this paragraph will survive termination of this Agreement.

9. RIGHT TO LEASE AND WARRANTY OF TITLE

LESSOR warrants that:

- (C) **LESSOR** has the sufficient right, title and interest in the Premises to enter into this Lease;
- (D) **LESSOR** has not entered into any agreement with any third party which would preclude or limit **LESSOR's** performance of its obligations under this Lease;
- (E) **LESSOR** owns the property in fee simple and has the right to grant access and use of the Premises;
- (F) **LESSOR** shall provide to **LESSEE** quiet and peaceful enjoyment of the Premises.

10. TERMINATION

10.1 **LESSEE** may terminate this Lease without further liability on prior written notice to **LESSOR**, which shall become effective NINETY (90) DAYS after the date notice is mailed, as follows:

- (A) Changes in local or state laws or regulations which adversely affect **LESSEE'S** ability to operate;
- (B) FCC ruling or regulation which is beyond the control of **LESSEE** and further which render the Premises unsuitable in **LESSEE'S** sole discretion;
- (C) **LESSEE** is unable to obtain any required license, permit or approval which may be required for the construction and operation of the communication facility, the antenna, equipment and related improvements.

10.2 **LESSOR** shall have the right to terminate this Lease in the event that **LESSEE** should be adjudged a bankrupt, or if the **LESSEE** shall make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of **LESSEE'S** insolvency unless all payments and other obligations of **LESSEE** continue to be paid or otherwise satisfied; provided, however, that the **LESSOR** may not terminate this Lease in the event that the Bankruptcy Court, or other court of competent jurisdiction, expressly orders and provides that all payments due to the **LESSOR** under this Lease Agreement shall continue to be made to the **LESSOR** without impairment or interruption. Absent any such order, the **LESSOR** may terminate the Lease upon any of the occurrences aforesaid.

11. ASSIGNMENT

11.1 **LESSOR** may assign this Lease upon written notice to **LESSEE** and said assignee will be responsible to **LESSEE** for the performance of all the terms and conditions of the Lease.

11.2 This Lease may not be sold, assigned or transferred by **LESSEE** without the written consent of the **LESSOR**, which **LESSOR** shall exercise in its absolute discretion; provided, however, that **LESSEE** will have the right, without notice to, or consent of **LESSOR**, to sublease the Site or assign its rights under this Agreement in whole or in part to:

- (A) Any entity controlling, controlled by or under common control with **LESSEE**;

- (B) Any entity acquiring substantially all of the assets of the **LESSEE**; or
- (C) Any entity that is authorized by **LESSEE** to sell telecommunications products or services under the **LESSEE'S** brand name or any successor brand name(s) ("Contract Affiliate").
- (D) Any financing entity, or agent on behalf of any financing entity to whom **Lessee** (i) has obligations for borrowed money or in respect of guaranties thereof, (ii) has obligations evidenced by loans, bonds, debentures, notes or similar instruments, or (iii) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof.

12. DEFAULT AND RIGHT TO CURE

If either party is in default under this Agreement for a period of THIRTY (30) DAYS following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law or in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a THIRTY (30) DAY period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the THIRTY (30) DAY period and proceeds with due diligence to fully cure the default. **LESSOR** may terminate this Lease immediately in the event **LESSEE'S** insurance required under paragraph 8 is cancelled for any reason. In the event **LESSEE** defaults in the performance of its obligations under this Agreement, including monetary and non-monetary defaults, **LESSEE** shall reimburse **LESSOR** for any expenses incurred by **LESSOR**, including reasonable attorneys' fees and costs, incurred by **LESSOR** in enforcing the terms and conditions of this Lease and its rights hereunder.

13. REMOVAL OF LESSEE'S EQUIPMENT

Within Ninety (90) days of the expiration or termination of the Lease, **LESSEE** shall remove all of **LESSEE'S** personal equipment except for any item which the **LESSOR** determines to be of use to the **LESSOR** and which the **LESSOR** has indicated in writing that it is agreeable to accepting. Any cost of removal shall be the exclusive obligation and responsibility of the **LESSEE**. **LESSEE** shall surrender the Premises to **LESSOR** in substantially the same condition as existed as of the Commencement Date, except for ordinary wear and tear and casualty lost. In the event **LESSEE** fails or refuses to remove all of **LESSEE'S** personal equipment (except for any item with the **LESSOR** determines to be of use to **LESSOR**) on or before the last day of the Lease term, **LESSOR** may remove the personal equipment and **LESSEE** shall reimburse **LESSOR** for all costs incurred by **LESSOR**, including compensation paid to **LESSOR's** employees, to remove the equipment.

14. NOTICES

Unless otherwise provided herein, any notice must be in writing and are effective only when deposited in the U.S. Mail, certified and postage prepaid or when send via overnight delivery to:

LESSOR: Lower Alloways Creek Township
Municipal Building
PO Box 157
Hancocks Bridge, NJ 08038

ATTN: Township Clerk

LESSEE:

With a copy to:

LESSEE and **LESSOR** may designate a change of notice of address by giving written notice to the other party.

15. AMENDMENT

No amendment or modification to any provision of this Lease shall be valid unless made in writing and agreed to and signed by the appropriate parties who have attested and executed this Lease. No provision may be waived except in writing signed by the party waiving the right.

16. MEMORANDUM OF LEASE AGREEMENT

LESSOR acknowledges and gives **LESSEE** the right to file and record a Memorandum of Lease Agreement in the form attached as Exhibit "C" in the County office where the Property is located. **LESSOR** may also file and record such Memorandum of Lease Agreement. No other form of Memorandum may be filed or recorded. Should the Property be encumbered by any mortgage or deed of trust, **LESSOR** agrees to assist **LESSEE** in obtaining a non-disturbance and attornment document.

17. INDEMNITY AND HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, **LESSEE** agrees to defend, pay on behalf of, indemnify, and hold harmless the **LESSOR**, the Lower Alloways Creek Township, and its elected and appointed officials, agents, employees and volunteers and others working on behalf of the Lower Alloways Creek Township against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the Lower Alloways Creek Township, its elected and appointed officials its agents, employees, volunteers or others working on behalf of the Township, by reason of personal injury, including bodily injury or death and/or property damage, including the loss of use thereof, which arises out of or is in any way connected or associated with this Lease or **LESSEE'S** use of the Premises or Property pursuant to this Lease.

18. FURTHER PROVISIONS

18.1 This Lease shall be governed by the laws of the State of New Jersey. **LESSEE** hereby consents to the in personam jurisdiction of courts located in the State of New Jersey.

18.2 All Riders and Exhibits attached hereto are made a material part of this Lease.

18.3 If any provision of this Lease is deemed invalid or non-enforceable, the remainder of this Lease shall remain in force and to the fullest extent as permitted by law.

18.4 The terms and conditions in this Lease shall inure to the benefit of and be binding upon the **LESSOR** and the **LESSEE** and each of their respective heirs, executors, administrators, successors and permitted assigns.

18.5 No rights and remedies available to party under this Lease or otherwise at law or at equity are exclusive. All available rights and remedies are cumulative and may be exercised concurrently or separately, in any order and at any time.

18.6 Each party agrees to provide the other with reasonable estoppel information within twenty (20) days of a request by the other party.

18.7 This Lease may be executed in one or more counterparts each of which shall be deemed an original.

19. MANDATORY AFFIRMATIVE ACTION LANGUAGE

In accordance with the requirements of P.L.1975, c. 127, and of *N.J.A.C. 17:27*, during the performance of this contract the contractor agrees as follows:

19.1 The **LESSEE** or any subcontractor of **LESSEE**, where applicable, will not discriminate against any employee or applicant for employment because of age, creed, color, national origin, ancestry, marital status, civil union status, sexual identity or expression, affectional or sexual orientation or sex. **LESSEE** will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

19.2 The **LESSEE** or any subcontractor of **LESSEE**, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of **LESSEE** state that all qualified applicants will receive consideration for employment without regard to age, creed, color, national origin, ancestry, marital status, civil union status, sexual identity or expression, affectional or sexual orientation or sex;

19.3 The **LESSEE** or any subcontractor of **LESSEE**, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of **LESSEE'S** commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

19.4 The **LESSEE** or any subcontractor of **LESSEE**, where applicable, agrees to comply with the regulations promulgated by the Treasurer of the State of New Jersey pursuant to P.L.1975, c. 127, as amended and supplemented from time to time.

19.5 The **LESSEE** or any subcontractor of **LESSEE** agrees to attempt in good faith to employee minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer of the State of New Jersey pursuant to P.L.1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer of the State of New Jersey pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

19.6 The **LESSEE** or any subcontractor of **LESSEE** agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, civil union status, sexual identity or expression, affectional or sexual orientation or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

19.7 The **LESSEE** or any subcontractor of **LESSEE** agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related

testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

19.8 The **LESSEE** or any subcontractor of **LESSEE** agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, civil union status, sexual identity or expression, affectional or sexual orientation or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

19.9 The **LESSEE** and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office [in the New Jersey Department of the Treasury] as may be requested by the office from time to time in order to carry out the purpose of these regulations and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting compliance investigation pursuant to Subchapter 10 of the New Jersey Administrative Code (N.J.A.C. 17:27).

20. HAZARDOUS MATERIALS.

LESSEE agrees that it will not use, generate, store or dispose of any Hazardous Material on, under, about or within the **LESSOR'S** Real Property in violation of any law or regulation. **LESSOR** represents, warrants and agrees (1) that neither **LESSOR** nor, to **LESSOR'S** knowledge, any third party has used, generated, stored or disposed of, or permitted the use, generation, storage or disposal of, any Hazardous Material (defined below) on, under, about or within **LESSOR'S** Real Property in violation of any law or regulation, and (2) that **LESSOR** will not, and will not permit any third party to use, generate, store or dispose of any Hazardous Material on, under, about or within **LESSOR'S** Real Property in violation of any law or regulation. **LESSOR** and **LESSEE** each agree to defend, indemnify and hold harmless the other and the other's elected and appointed officials, volunteers, partners, affiliates, agents and employees against any and all losses, liabilities, claims and/or costs (including reasonable attorneys' fees and costs) arising from any breach of any representation, warranty or agreement contained in this paragraph. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known by the state in which **LESSOR'S** Real Property is located to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. This paragraph shall survive the termination of this Agreement.

21. ENTIRE AGREEMENT

This Lease Agreement and the exhibits attached hereto all being a part hereof constitute the entire agreement between the parties hereto and shall supersede all prior offers, negotiations and agreements.

IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LOWER ALLOWAYS CREEK TOWNSHIP, Lessor

By: _____

Date: _____

_____, Lessee

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A – PROPERTY

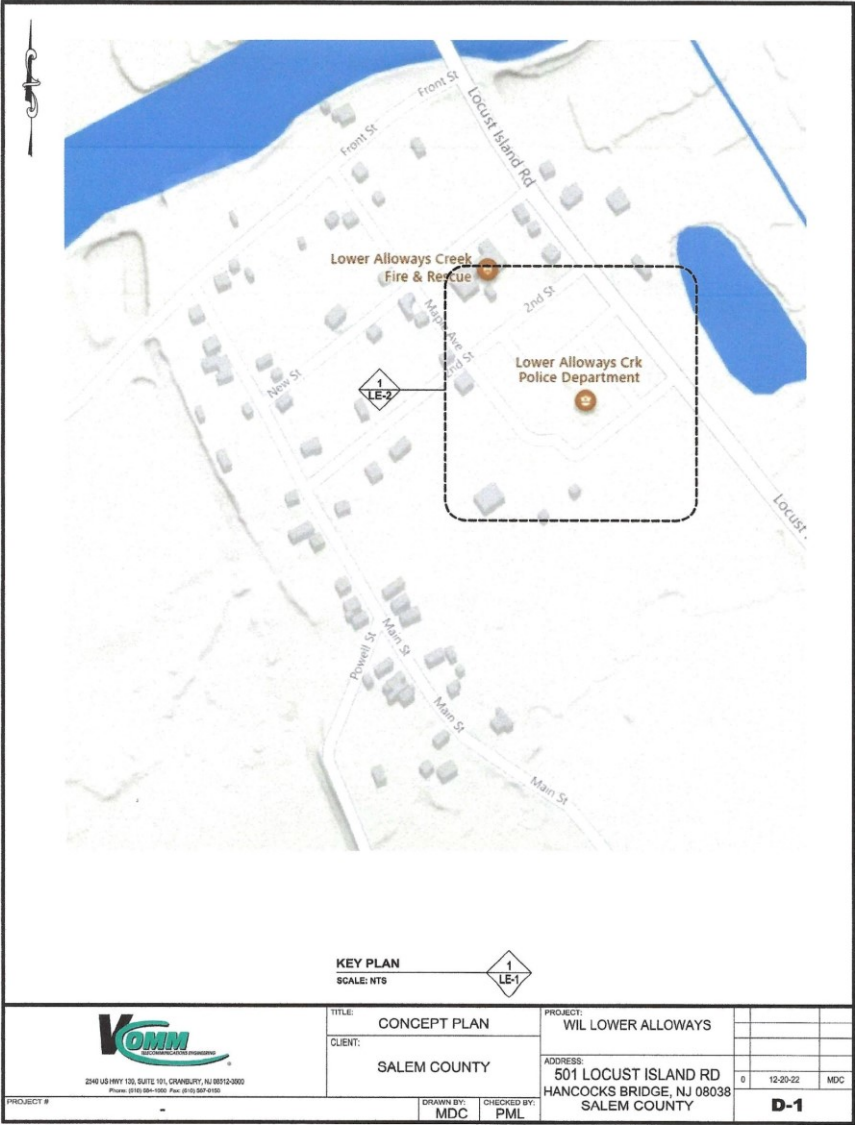
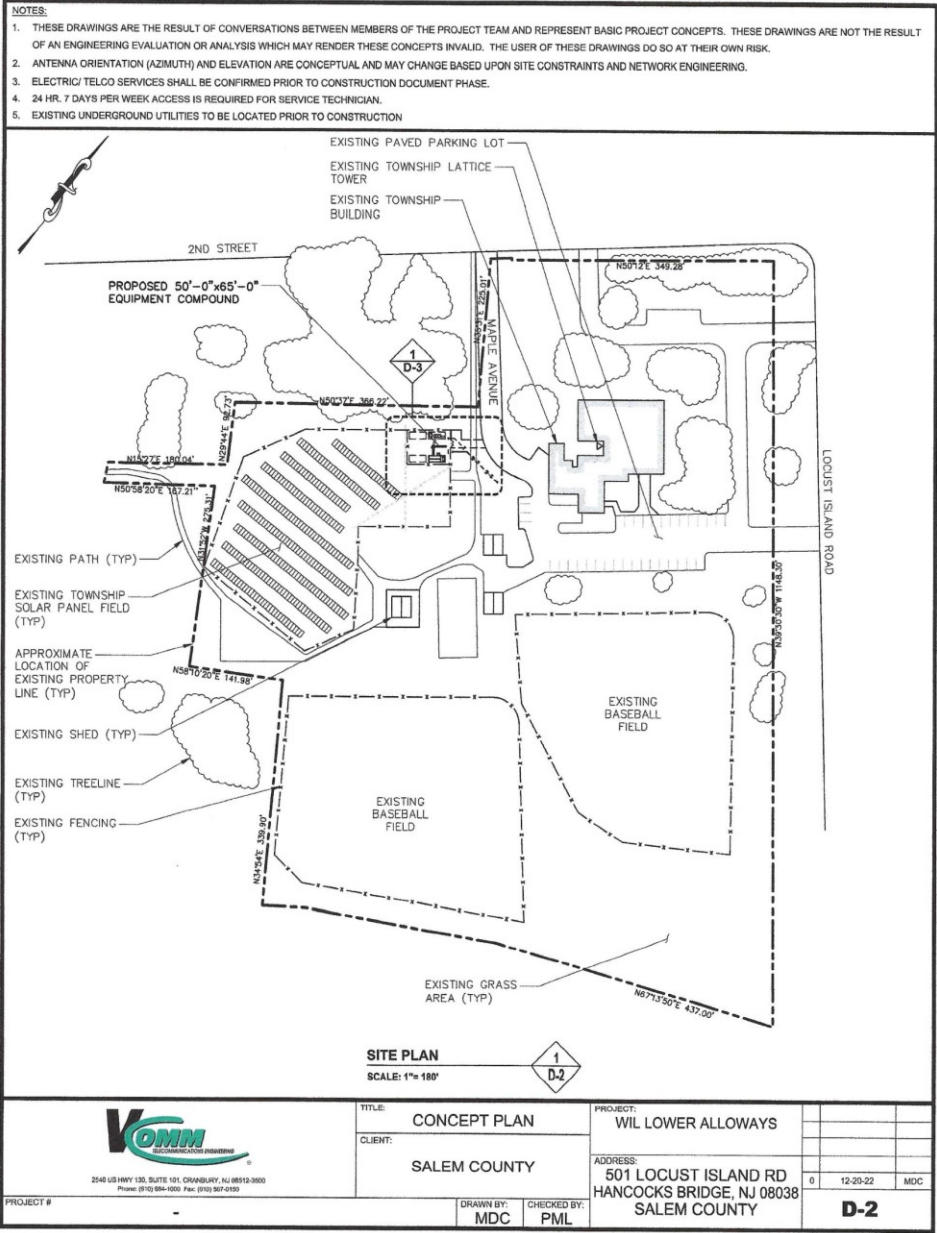
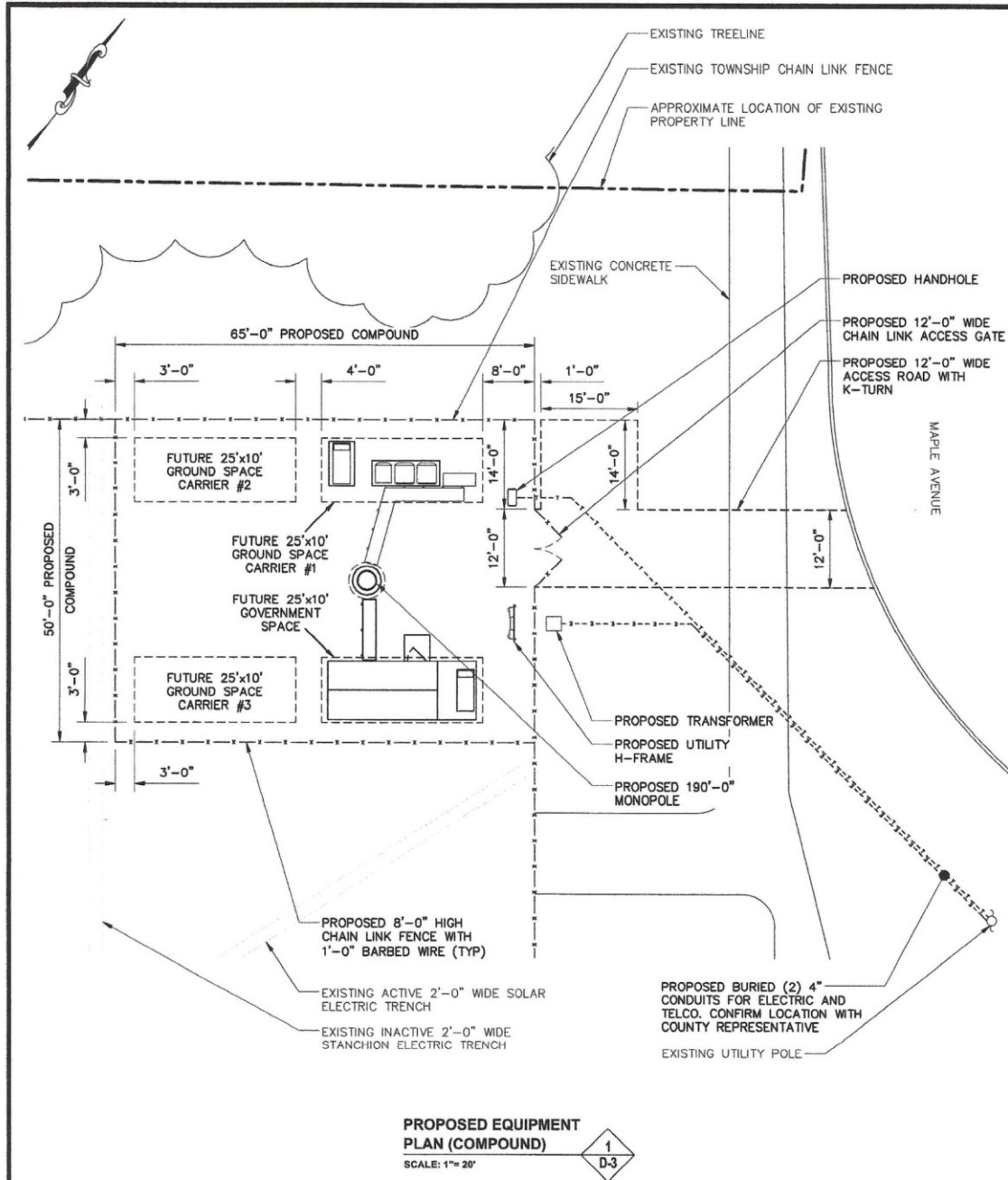



EXHIBIT B - PREMISES





 <p>2540 US HWY 130, SUITE 101, CRANFORD, NJ 08812-3590 Phone: (910) 684-1000 Fax: (910) 967-0190</p>	TITLE: CONCEPT PLAN		PROJECT: WIL LOWER ALLOWAYS					
	CLIENT: SALEM COUNTY		ADDRESS: 501 LOCUST ISLAND RD HANCOCKS BRIDGE, NJ 08038 SALEM COUNTY					
	PROJECT #	DRAWN BY: MDC	CHECKED BY: PML		0	12-20-22	MDC	D-3

