

October 21, 2014

AGENDA

Regular Meeting of the Hazlet Township Committee held at _____ p.m.

Salute to the flag and moment of silent prayer called by Mayor.

Mayor’s Statement – Open Public Meetings Act & Emergency Fire Exits.

In Compliance with the “Open Public Meetings Act” of the State of New Jersey, adequate notice of this meeting of the Township Committee was provided in the following manner:

- (A) On January 6, 2014, advance written notice of this meeting was posted at:
1766 Union Avenue, Hazlet, New Jersey.
- (B) On January 6, 2014, advance written notice of this meeting was forwarded to the Independent and published in the Asbury Park Press on January 8, 2014.
- (C) On January 6, 2014, copies of advance written notice of this meeting were mailed to all persons who requested and paid for such notices on or before January 1, 2014.

FIRE EXITS are located in the directions I am indicating:

Farther down at the end of the room, through the doors and down the stairs, directly out the front door.

To my right is the door, make a right down the hallway which leads to the stairs and directly out the rear of the building.

If you are alerted for fire, please move in a calm and orderly manner to the nearest exit. Finally, let the record reflect that the minutes of this meeting will accurately reflect the topics addressed during this meeting but will not be a verbatim transcript of tonight’s proceedings. Thank you. I direct the Municipal Clerk to enter into the minutes of this meeting these announcements.

<u>ROLL CALL</u>	<u>PRESENT</u>	<u>ABSENT</u>
Committeeman Aagre	_____	_____
Committeewoman Ronchetti	_____	_____
Committeeman Sachs	_____	_____
Deputy Mayor Belasco	_____	_____
Mayor DiNardo	_____	_____

Approval of Minutes – Regular Meeting – September 16, 2014 and October 7, 2014.
Workshop Meeting – October 7, 2014

Offered _____ 2nd _____

Roll Call: Committeeman Aagre _____ Committeewoman Ronchetti _____
(abstain 9/16/14)

Committeeman Sachs _____ Deputy Mayor Belasco _____

Mayor DiNardo _____

Approval of Executive Session Minutes – October 7, 2014.

Offered _____ 2nd _____

Roll Call: Committeeman Aagre _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Belasco _____

Mayor DiNardo _____

Proclamation – Red Ribbon Week

Accepted by: _____

Ordinance Hearings:

1. AMENDING AND SUPPLEMENTING CHAPTER 181-408.07 OF THE TOWNSHIP CODE OF THE TOWNSHIP OF HAZLET, ENTITLED “FENCES AND WALLS”

Introduced: October 7, 2014.

Published in The Asbury Park Press, issue of October 11, 2014. Proof on file.

Posted in Town Hall – October 8, 2014.

Hearing to be held October 21, 2014.

Hearing:

Motion to close hearing:

Offered _____ 2nd _____

Voice vote: _____

Action of Committee: (Adopt) (Reject) (Other)

Offered _____ 2nd _____

Roll Call: Committeeman Aagre _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Belasco _____

Mayor DiNardo _____

- 2. ORDINANCE OF THE TOWNSHIP OF HAZLET, COUNTY OF MONMOUTH, AND STATE OF NEW JERSEY, AMENDING AND SUPPLEMENTING THE TOWNSHIP CODE OF THE TOWNSHIP OF HAZLET IN ORDER TO LEASE TOWNSHIP-OWNED REAL ESTATE TO THE HAZLET BOARD OF EDUCATION

Introduced: October 7, 2014.

Published in The Asbury Park Press, issue of October 11, 2014. Proof on file.

Posted in Town Hall – October 8, 2014.

Hearing to be held October 21, 2014.

Hearing:

Motion to close hearing:

Offered _____ 2nd _____

Voice vote: _____

Action of Committee: (Adopt) (Reject) (Other)

Offered _____ 2nd _____

Roll Call: Committeeman Aagre _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Belasco _____

Mayor DiNardo _____

Correspondence:

A letter was received from James Fischer resigning from his position in the Department of Public Works.

Offered _____ 2nd _____

Voice vote: _____

Resolutions, Motions and Appointments:

Resolutions #306 through #310 are by Consent Agenda. All matters listed under Consent Agenda are considered to be routine by the Township Committee and will be enacted by one motion. There will be no separate discussions of these items. If discussion is desired by the Mayor or any member of the Township Committee, that item will be removed and will be considered separately. Advance copies of each resolution have been given to each Committee Member. The original resolutions are with the Municipal Clerk for inspection as listed below.

- 306. Issuance of Raffle RL-4026 to Bayshore Anglers, RL-4027 to Rocket Launchers Association, RL-4028 and RL-4029 to PTO Sycamore Drive School.
- 307. Waiver of construction fees for the West Keansburg Fire Company to replace and repair their roof.
- 308. Refund of the overpayment of taxes for Block 221, Lot 8.
- 309. Release of the maintenance guarantee for Hidden Woods/Hidden Woods II/Millennium Homes 2001 and Beyond LLC, Block 120, Lots 91, 92, 93.01, 93.02, 95.01, 96 and 97.
- 310. Release of the soil removal permit guarantee for Buhler & Bittner, Inc., Block 216, Lots 1-6, 6.01 and 7-13.

Offered _____ 2nd _____

Roll Call: Committeeman Aagre _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Belasco _____

Mayor DiNardo _____

311. Authorizing the Mayor to execute Progress Payment No. 1 for Jads Construction Company for the 2014 Road Improvement Program.

Offered _____ 2nd _____

Roll Call: Committeeman Aagre _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Belasco _____

Mayor DiNardo _____

312. Authorizing the Mayor to execute Change Order No. 1 for Jads Construction Company for the 2014 Road Improvement Program.

Offered _____ 2nd _____

Roll Call: Committeeman Aagre _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Belasco _____

Mayor DiNardo _____

Ordinance Introduction:

1. AN ORDINANCE AMENDING POLICE DEPARTMENT SECTION 90, CHAPTER 22 (CANCELLATION) OF THE TOWNSHIP OF HAZLET, COUNTY OF MONMOUTH, AND STATE OF NEW JERSEY

Title read by: _____

Hearing Date: November 17, 2014

Offered _____ 2nd _____

Roll Call: Committeeman Aagre _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Belasco _____

Mayor DiNardo _____

Payment of Bills:

Advance bill lists having been supplied to each Committee Member.

Offered _____ 2nd _____

Roll Call: Committeeman Aagre _____ Committeewoman Ronchetti _____

Committeeman Sachs _____ Deputy Mayor Belasco _____

Mayor DiNardo _____

Citizens Hearing:

Motion to close hearing:

Offered _____ 2nd _____

Voice Vote: _____

Motion to adjourn:

Offered _____ 2nd _____

Voice Vote: _____

Time: _____

WHEREAS, drug and alcohol abuse in the United States prevents millions of people from reaching their full potential at school, on the job and in their communities; and

WHEREAS, the rate of drug and alcohol abuse by our young people remains alarmingly high, with more than 50% of students in grades 6 through 12 having tried illegal drugs and 80% having used alcohol by the time they finish high school; and

WHEREAS, research indicates that young people who avoid the early use of alcohol, tobacco, and marijuana are less likely to engage in other harmful behaviors such as crime, delinquency, and other illegal drug use; and

WHEREAS, it is imperative that visible, unified prevention education efforts by community members be launched to eliminate the demand for drugs; and

WHEREAS, founded in 1988 in honor of undercover Drug Enforcement Agent Enrique “Kiki” Camarena, the National Red Ribbon Week is designed to raise awareness of the dangers of the use and abuse of alcohol, tobacco, and other drugs; and

WHEREAS, the Hazlet Municipal Alliance to Prevent Alcoholism and Drug Abuse is sponsoring a Red Ribbon Campaign from October 20-31, 2014 to offer all our school children the opportunity to demonstrate their commitment to drug-free lifestyles. All school students in the Township of Hazlet will demonstrate their commitment to be drug-free by wearing and displaying Red Ribbons during this campaign.

NOW, THEREFORE, I, James DiNardo, Mayor of the Township of Hazlet, do hereby proclaim October 20-31, 2014 as RED RIBBON WEEK and encourages its school students and citizens to participate in drug prevention education activities, making a visible statement that we are strongly committed to be drug-free and to teach our young people that drug and alcohol abuse is dangerous and harmful to both their health and their future.

James DiNardo
Mayor

October 21, 2014

AMENDING AND SUPPLEMENTING CHAPTER 181-408.07
OF THE TOWNSHIP CODE OF THE TOWNSHIP OF HAZLET,
ENTITLED "FENCES AND WALLS"

WHEREAS, Municipalities are empowered to make, amend, repeal and enforce ordinances pursuant to N.J.S.A. 40:48-1, et. seq.; and

WHEREAS, the Governing Body may adopt or amend its zoning ordinances pursuant to the Municipal Land Use Law under N.J.S.A. 40:55D-62; and

WHEREAS, it is the desire of Hazlet Township to amend its Development Review Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Hazlet, County of Monmouth, State of New Jersey, that Section 181-408.07 "Fences and Walls" shall be supplemented and amended as follows:

Section 1:

181-408.07 FENCES AND WALLS

A. Front Yards

Shall be amended as follows:

1. For residential uses, fences shall be permitted to be located in front yards, provided such fences shall not exceed four (4) feet in height, as measured from ground level, and shall be constructed so that at least fifty percent (50%) thereof is non-solid and open. Fence types such as board-on-board and stockade shall be considered solid fences. Corner lots may be permitted to install a six (6) foot in height solid fence along the side street frontage which shall be located not less than ten (10) feet from the inside of the sidewalk. If no sidewalk exists, then the fence shall be located ten (10) feet from the curb line or the street. However, in a residential zone which abuts a non-residential zone such fences shall not exceed eight (8) feet in height. Furthermore, no fence shall be constructed within any sight triangle as defined in this Ordinance, or installed so as to constitute a hazard to traffic or public safety. Decorative walls are permitted to be located in front yards for residential uses, provided such shall not exceed two and one-half (2 1/2) feet in height, as measured from ground level. Fence posts, corners, gateways, and wall piers and entryways may not exceed five (5) feet in height. (Ord. No. 1522-13)

2. For nonresidential uses, fences and decorative walls may be erected in the front yard at or behind the front setback line extending to the rear or side lot lines, provided they do not exceed six (6) feet in height, as measured from the ground level. Fence posts, corners, gateways, and wall piers and entryways may not exceed seven (7) feet in height.

B. Side and Rear Yards

1. For residential uses, both solid and non-solid fences shall be permitted to be located in side or rear yards, provided such shall not exceed six (6) feet in height, as measured from the ground level. Decorative walls for residential uses are permitted to be located in side or rear yards, provided such shall not exceed four (4) feet in height, as measured from the ground level. **However, in a residential zone which abuts a non-residential zone such fences shall not exceed eight (8) feet in height. Fence posts, corners, gateways, and wall piers and entryways may not exceed seven (7) feet in height.**

2. For nonresidential uses, both decorative walls and solid or non-solid fences shall be permitted to be located in side or rear yards, provided such shall not exceed six (6) feet in height, as measured from the ground level. Fence posts, corners, gateways, and wall piers and entryways may not exceed seven (7) feet in height.

3. Finished Exterior Side. All fences or walls shall be constructed so that a finished side, with no fully exposed structurally supporting members, is located on the exterior facing outward away from the property upon which it is located.

4. Materials. No fence or wall shall be constructed or installed with barbed wire, metal spikes, or topped with concertina or razor wire, broken bottles or similar materials so as to be dangerous to humans or animals.

5. Drainage. Fences and decorative walls shall be constructed in a manner so as to permit the continued flow of natural drainage and shall not cause surface water to be blocked or dammed to create ponding, either on the property upon which such is located or on any adjacent lot. Those applying for a zoning permit to erect a fence or decorative wall may consult with the Township Engineer to ensure compliance with this provision.

6. Obstruction. No fence shall be constructed within any sight triangle as defined in this Ordinance, or installed so as to constitute a hazard to traffic or public safety.

7. Utility Easement. Prior to installing a fence in a utility easement area, a property owner shall secure written approval from the appropriate utility company or appropriate public body. Evidence of approval shall be submitted as a prerequisite to issuance of a zoning permit.

8. Retaining Walls. Any permitted wall proposed to be used as a retaining wall may be required to be reviewed by the Township Engineer prior to the issuance of a permit.

9. Exceptions. Fences or walls that constitute a permitted buffer area screen approved as part of a site plan application shall be excepted from the above height and location provisions. In addition, fencing required to enclose a tennis court shall be exempted from the above maximum height provisions. Said fence shall not exceed twelve (12) feet in height, as measured from ground level, and may not be located within a required setback area.

Section 2:

Should any section, paragraph, sentence, clause or phrase of this ordinance be declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such provision shall be deemed severable and the remaining portions of this ordinance shall remain in full force and effect.

Section 3:

All ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 4:

This ordinance shall take effect immediately upon passage and publication as required by law.

**ORDINANCE OF THE TOWNSHIP OF HAZLET, COUNTY
OF MONMOUTH, AND STATE OF NEW JERSEY,
AMENDING AND SUPPLEMENTING THE TOWNSHIP
CODE OF THE TOWNSHIP OF HAZLET IN ORDER TO
LEASE TOWNSHIP-OWNED REAL ESTATE TO THE
HAZLET BOARD OF EDUCATION**

WHEREAS, N.J.S.A. 40A:12-14(d) permits the lease of land to a public body upon such terms and conditions and for nominal or of consideration as the governing body of the municipality shall approve by Ordinance; and

WHEREAS, the Township of Hazlet and the Hazlet Board of Education desire to enter into a Lease Agreement (the “Lease”) leasing lands known and designated as Lot 2 in Block 112, located at 319 Middle Road in the Township of Hazlet to the Board of Education to be used for the purposes set forth therein pursuant to the proposed Lease Agreement attached hereto as Exhibit A; and

WHEREAS, the parties have agreed to the terms and conditions contained in the Lease subject to the approval of the Township Committee of the Township of Hazlet and the Board of Education of the Township of Hazlet.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Hazlet, County of Monmouth, State of New Jersey, as follows:

Section 1. The terms and conditions of the Lease are hereby approved and accepted and the proper Township Officials are hereby authorized and directed to execute an Agreement substantially in the form as the Agreement attached hereto as Exhibit A.

Section 2. All Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

Section 3. If any chapter, section, subsection, or paragraph of this Ordinance is declared unconstitutional, invalid or inoperative, in whole or in part, by a court of competent jurisdiction, such chapter, section, subsection, or paragraph shall to the extent that is not held

unconstitutional, invalid or inoperative, remain in full force and affect and shall not affect the remainder of this Ordinance.

Section 3. This Ordinance shall become effective after second reading and publication as required by law.

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "*Lease*") is made and entered into as of the ____ day of February, 2014 by and between (i) The Township of Hazlet, Monmouth County, New Jersey, a municipal corporation of the State of New Jersey with an address of 1766 Union Avenue, Hazlet, New Jersey ("*Landlord*"), and (ii) Township of Hazlet Board of Education, with an address of 421 Middle Road, Hazlet, NJ 07730 ("*Tenant*").

ARTICLE I

Definitions

Section 1.1 General Interpretive Principles. For purposes of this Lease, except as otherwise expressly provided or unless the context otherwise requires, (i) the terms defined in this Section have the meanings assigned to them in this Section and include the plural as well as the singular, and the use of any gender herein shall be deemed to include the other genders; (ii) accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles; (iii) references herein to "Articles," "Sections," "subsections," "paragraphs" and other subdivisions without reference to a document are to designated Articles, Sections, subsections, paragraphs and other subdivisions of this Lease; (iv) a reference to a subsection without further reference to a Section is a reference to such subsection as contained in the same Section in which the reference appears, and this rule shall also apply to paragraphs and other subdivisions; (v) a reference to an Exhibit without a further reference to the document to which the Exhibit is attached is a reference to an Exhibit to this Lease; (vi) the words "herein," "hereof," "hereunder" and other words of similar import refer to this Lease as a whole and not to any particular provision; (vii) a reference to a specified number of days means calendar days; and (viii) the word "including" means "including, but not limited to."

Section 1.2 Definitions. As used in this Lease the following words and phrases shall have the meanings indicated.

"Alterations" any changes, alterations, installations, improvements, additions, renovations or physical changes to the Leased Premises, including the New Facilities constructed by Tenant pursuant to Section 7.

"Annual Rent" means the amount payable by Tenant for each Lease Year pursuant to Section 4.1(a).

"Casualty" means any damage to or destruction of all or any part of the Improvements caused by a fire or other casualty.

"Condemnation Restoration" has the meaning provided in Section 12.2(b).

"Construction Work" means any construction work performed under this Lease in connection with the ownership, use, maintenance or operation of the Leased Premises.

“Default” means any event which, with the giving of notice or the lapse of time, or both, would constitute an Event of Default.

“Default Interest Rate” means a fluctuating rate per annual equal to the lesser of (i) the sum of (x) the Prime Rate, as the Prime Rate may change from time to time, and (y) two percent (2%) per annum, or (ii) the maximum rate of interest chargeable under applicable law, if any, with respect to the applicable payment.

“Environmental Claims” means any and all administrative, regulatory or judicial actions, causes of action, suits, obligations, liabilities, losses, proceedings, decrees judgments, penalties, fines, fees, demands, demand letters, orders, directives, claims (including any claims involving liability in tort, strict, absolute or otherwise), Liens, notices of noncompliance or violation, and legal and consultant fees and costs of investigations or proceedings, relating in any way to any Environmental Law, or arising from the presence or Release (or alleged presence or Release) into the environment of any Hazardous Material (hereinafter **“Claims”**) including, and regardless of the merit of such Claim, any and all Claims by any governmental or regulatory authority or by any third party or other Person for enforcement, mitigation, cleanup, removal, response, remediation or other actions or damages, contribution, indemnification, cost recovery, compensation or injunctive or declaratory relief pursuant to any Environmental Law or any alleged injury or threat of injury to human health, safety, natural resources or the environment.

“Environmental Laws” means all present and future federal, state and local (i) laws, (ii) statutes, (iii) ordinances, (iv) regulations, (v) codes, (vi) rules, (vii) directives, (viii) orders, (ix) decrees, (x) permits, licenses, approvals, authorizations, covenants, deed restrictions, treaties and conventions applicable to the Leased Premises, and (xi) rules of common law now or hereafter in effect, and in each case as amended, and any judicial or administrative judgment, opinion or interpretation thereof, relating to the regulation or protection of human health, safety, natural resources or the environment (including ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation), including laws and regulations (and all other items recited above) applicable to the Leased Premises relating to the use, treatment, storage, management, handling, manufacture, generation, processing, recycling, distribution, transport, Release or threatened Release of or exposure to any Hazardous Material. Environmental Laws include but are not limited to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980; the Resource Conservation and Recovery Act; the Toxic Substances Control Act; the Clean Air Act; the Clean Water Act; the Federal Insecticide, Fungicide, and Rodenticide Act; the Oil Pollution Act of 1990; the Hazardous Materials Transportation Act; the Emergency Planning and Community Right-to-Know Act; the National Environmental Policy Act; and the Safe Drinking Water Act; each as amended and their state and local counterparts or equivalents.

“Event of Default” means any of the events set forth in Section 13.1 as an Event of Default.

“Expiration Date” means the earlier of (i) the Fixed Expiration Date or (ii) the date on which this Lease is terminated pursuant to its terms.

“Expiration of the Term” means either the Expiration Date or the Fixed Expiration Date, whichever is applicable.

“Fee Mortgage” means a Mortgage encumbering the fee simple title in and to the Leased Premises.

“Fee Mortgagee” means the holder of the promissory note secured by, or the beneficiary of, a Fee Mortgage.

“Governmental Approvals” means and any all federal, state and local governmental approvals or permits required for the development, construction and use of the Leased Premises.

“Governmental Authority” means any federal, state, county, municipal, foreign, international, regional or other governmental or regulatory authority, agency, department, board, body, instrumentality, commission, arbiter acting pursuant to any express provision of federal or state law authorizing such arbitration or dispute resolution, court or any political subdivision of any of the foregoing.

“Hazardous Materials” means, collectively, (a) any petroleum or petroleum product, explosive, radioactive material, asbestos, urea formaldehyde foam insulation, polychlorinated biphenyls and lead; and (b) any substance, material, product, derivative, compound, mixture, mineral, chemical, waste, medical waste or gas, in each case whether naturally occurring, human-made or the by-product of any process, (i) that is now or hereafter becomes defined or included within the definition of a “hazardous substance,” “hazardous waste,” “hazardous material,” “toxic chemical,” “toxic substance,” “hazardous chemical,” “extremely hazardous substance,” “pollutant,” “contaminant,” or any other words of similar meaning under any Environmental Law, (ii) exposure to which or the presence, use, generation, treatment, Release, transport or storage of which is now or hereafter prohibited, limited, restricted or regulated under any Environmental Law, or (iii) that could support the assertion of any Environmental Claim.

“Improvements” means (i) all improvements constructed on the Property by the Tenant, and (ii) all additions, Alterations, Restorations, repairs and replacements of any of the foregoing.

“Insurance Premiums” means the premiums payable by Tenant for the policies of insurance required to be obtained and maintained by Tenant pursuant to Article VI.

“Insurance Requirements” means the usual and customary provisions and requirements of all policies of property damage and liability insurance from time to time maintained by Tenant pursuant to Article VI; and all rules and regulations promulgated by any Board of Fire Insurance Underwriters or fire insurance rating organization which are applicable from time to time to the Improvements.

“Land” means the parcel of real property being known and designated as Lot 2 in Block 112 on the official tax map of the Township of Hazlet, commonly known as 319 Middle Road, and as more particularly described in Exhibit A, exclusive of the Improvements, including all easements, appurtenances and other rights pertaining to the parcel constituting the Land.

“Land Records” means the land records of Monmouth County, New Jersey.

“Landlord” means the landlord named in the first paragraph of this Lease and any subsequent owner, from time to time, of fee simple title in and to the Leased Premises.

“Lease” means this Lease Agreement, as modified, amended or restated from time to time, and all Exhibits thereto.

“Lease Commencement Date” shall have the same meaning as Rent Commercial Date.

“Lease Year” means the period commencing on the Lease Commencement Date and ending on the day which completes twelve (12) full calendar months thereafter, and each twelve (12) month period thereafter commencing on the first day after the end of the immediately preceding Lease Year, except that the last Lease Year shall end on the Expiration of the Term.

“Leased Premises” shall have the meaning provided in Section 2.1.

“Leasehold Estate” means Tenant’s right, title and interest in and to the Leased Premises pursuant to this Lease.

“Leasehold Mortgage” means any mortgage, deed of trust or other security instrument of record creating a Lien on the Leasehold Estate, and any and all renewals, modifications, consolidations or extensions of any such instrument;

“Leasehold Mortgagee” means the holder of the promissory note secured by, or the beneficiary of, a Leasehold Mortgage.

“Leasehold Mortgage Loan” means Tenant’s indebtedness for borrowed money which is secured by a Leasehold Mortgage, and any renewal, modification, replacement or restatement thereof.

“Legal Requirements” means all laws, statutes, ordinances, orders, rules, regulations and requirements, of all Governmental Authorities, whether now or hereafter in force, ordinary and extraordinary, foreseen as well as unforeseen, applicable to the manner of use, maintenance, repair or condition of the Leased Premises, or any part thereof, including the Americans with Disabilities Act, as amended from time to time, all applicable Environmental Laws, and all other covenants, conditions and restrictions of record affecting the use and occupancy of the Leased Premises.

“Lien” means any security interest, Mortgage, pledge, lien, claim on property, charge or encumbrance (including any conditional sale or other title retention agreement), and the filing of or agreement to give any financing statement under the Uniform Commercial

Code of any jurisdiction (other than precautionary filings under Section 9-408 of the Uniform Commercial Code), including liens in favor of persons supplying, or claiming to have supplied, labor or materials to the Leased Premises.

“Mortgage” means any mortgage, deed of trust or other security instrument of record creating an interest in or affecting title to the fee simple title in and to the Leased Premises, or any part thereof, and any and all renewals, modifications, consolidations or extensions of any such instrument.

“Permitted Encumbrances” means the matters listed on Exhibit B.

“Person” means a natural person, an estate, a trust, a partnership, a limited liability company, a corporation, any other form of business or legal association or entity and a Governmental Authority.

“Prime Rate” means the prime rate of interest charged by U.S. money center commercial banks as published in *The Wall Street Journal*. If *The Wall Street Journal* ceases to publish the prime rate of interest charged by U.S. money center commercial banks, Landlord shall have the right to substitute the prime rate of interest published by another financial newspaper.

“Recognized Mortgage” means the a Leasehold Mortgage recorded among the Land Records not later than sixty (60) days after the date of its execution and delivery (i) that, as of the time of recordation or immediately following an assignment thereof, is held by a Lending Institution, (ii) a photostatic copy of which has been delivered to Landlord, together with a certification by Tenant and the Leasehold Mortgagee confirming that the copy is a true copy of the Leasehold Mortgage and giving the name of the party secured thereby and the address to which notices under this Lease to such Leasehold Mortgagee shall be addressed, and (iii) that obligates the Leasehold Mortgagee to deliver to Landlord, simultaneously with the delivery thereof of to Tenant, copies of any notices of default or nonperformance given to Tenant thereunder. If (i) a Leasehold Mortgage is not recorded among the Land Records within sixty (60) days after the date of its execution and delivery, (ii) the Leasehold Mortgagee otherwise qualifies as a Recognized Mortgage, and (iii) the Leasehold Mortgagee thereafter records such Leasehold Mortgage among the Land Records, such Leasehold Mortgage shall qualify as a Recognized Mortgage from and after the date of recordation.

“Recognized Mortgagee” means the Lending Institution secured by a Recognized Mortgage.

“Release” means the release, deposit, disposal or leakage of any Hazardous Material at, into, upon or under any land, water or air, or otherwise into the environment, including by means of burial, disposal, discharge, emission, injection, spillage, leakage, seepage, leaching, dumping, pumping, pouring, escaping, emptying, placement and the like.

“Rent” shall mean the Annual Rent and the Additional Rent.

“Rent Commencement Date” means the date of execution of this agreement by both parties.

“Replacement Value” means the replacement value of the Improvements or other amount used for purposes of maintaining the insurance required by Section 6.1(a).

“Restoration” means either a Casualty Restoration or a Condemnation Restoration, or both.

“Restore” (whether or not capitalized) has the meaning provided in Section 11.2(a).

“Structural Alteration” means an Alteration that involves structural changes to the Improvements.

“Subject to Adjustment” has the meaning provided in Section 23.6(a).

“Sublease” means any lease or occupancy agreement of the entire Leased Premises other than this Lease.

“Term” has the meaning provided in Section 3.1.

“Threshold Amount” means the sum of One Hundred Thousand Dollars (\$100,000), Subject to Adjustment.

“Taking” or **“Taken”** means a taking by any Governmental Authority of all or any part of the Leased Premises (whether permanently or temporarily), or any interest therein or right appurtenant or accruing thereto, by condemnation or eminent domain or by action or proceedings, or agreement among Landlord, Tenant and those authorized to exercise this right in lieu thereof, for any public or quasi-public purpose.

“Tenant” means Tenant named in the first paragraph of this Lease.

“Term” means the period of time from the Lease Commencement Date through the Expiration Date.

“Unavoidable Delays” means delays caused by strikes, acts of God, lockouts, labor difficulties, riots, explosions, sabotage, accidents, shortages or inability to obtain labor or materials, Legal Requirements, governmental restrictions, enemy action, civil commotion, Casualty, a Taking or similar causes beyond the reasonable control of Tenant.

ARTICLE II

Leased Premises

Section 2.1 Lease Grant. Landlord, for and in consideration of the Rent to be paid by Tenant and the other covenants and agreements to be performed by Tenant, hereby agrees to lease to Tenant, and Tenant hereby agrees to lease from Landlord, the Land

TOGETHER with all easements, rights of way, air and subsurface rights, and other rights, privileges and appurtenances relating to the Land, and all estate, right, title and interest of Landlord in or to the Land;

TOGETHER with all right, title and interest, if any, of Landlord in an to any land lying in the bed of any street, avenue or alley adjoining the Land to the center line thereof;

SUBJECT, however, to the Permitted Encumbrances.

The Land, together with (a) the easements, appurtenances and estate, (b) the rights, if any, in and to adjoining streets, avenues and alleys, and (c) the Improvements, constitute and are referred to in this Lease as the "**Leased Premises.**"

Section 2.2 Delivery of Possession. Landlord agrees to deliver possession of the Land to Tenant on the Lease Commencement Date in its "as is" "where is" condition with no warranties or representations.

ARTICLE III

Term

Section 3.1 Grant of Term. (a) Tenant shall have and hold the Leased Premises for a term of fifty (50) years to commence on _____ (the "Term" or "Lease Term")

(b) Tenant shall have one option to extend the Term for a period of twenty-five (25) years to commence immediately upon the expiration of the initial Term by giving written notice to the Landlord not less than ninety (90) days prior to the expiration of the initial Term and paying the Rent for the extended Term as hereinafter set forth. The Tenant shall not have any further right to extend the Term.

ARTICLE IV

Rent

Section 4.1 Annual Rent.

(a) **Amount.** Tenant shall pay the Rent for the Term in the amount of _____ which shall be due and payable upon the execution of this Lease. If the Tenant extends the Term as set forth in section 3.1 (b), Rent for the extended Term in the amount of _____ shall

be due and payable upon the giving of the extension notice. Upon payment, each installment of Rent shall be fully earned and shall not be refundable for any reason, including any early termination of this Lease.

Section 4.2 Net Lease. The Rent shall be paid in addition to and over and above all other payments to be made by Tenant pursuant to this Lease, it being the intention and purpose of this Lease that the Rent shall be absolutely net to Landlord so that this Lease shall yield net to Landlord the Rent, and that all costs, expenses, and obligations of every kind and nature whatsoever relating to the Leased Premises which may arise or become due during the Term shall be paid and discharged by Tenant as Additional Rent.

Section 4.3 True Lease. Landlord and Tenant agree that this Lease is a true lease and does not represent a financing arrangement. Landlord and Tenant shall each reflect the transaction represented hereby in all applicable books, records and reports (including income tax filings) in a manner consistent with “true lease” treatment rather than “financing” treatment.

ARTICLE V

Insurance

Section 5.1 Insurance Requirements. At all times during the Term, Tenant shall carry or cause to be carried the following policies of insurance:

(a) **Property Damage Insurance.** “Special Causes of Loss” or “Special Perils” insurance on the Improvements (as available from time to time during the Term in the insurance market).

(b) **Liability Insurance.** General Liability Insurance (ISO form or equivalent) on an occurrence basis in an amount not less than Five Million Dollars (\$5,000,000) combined single limit annual aggregate for bodily injury, death and property damage, designating Tenant as named insured and designating Landlord as an additional insured. Tenant may satisfy its obligations under this subsection by obtaining and maintaining a policy of primary insurance (which affords protection to the limit of not less than One Million Dollars (\$1,000,000) combined single limit annual aggregate) and one or more policies of excess liability insurance. Notwithstanding anything contained herein, Landlord may increase the minimum required amount of General Liability Insurance that Tenant shall be required to carry during the Term.

(c) **Workers’ Compensation Insurance.** Workers’ Compensation Insurance as required by the State of New Jersey and in amounts as required by applicable statute, and Employers’ Liability Coverage of One Million Dollars (\$1,000,000.00) per occurrence.

Section 5.2 General Requirements Applicable to Policies.

(a) **Required Certificates.** Certificates of insurance or other documents or instruments reasonably satisfactory to Landlord evidencing the issuance of all insurance policies required by this Article, describing the coverage and guaranteeing (i) at least ten (10) days prior notice

to Landlord of cancellation or non-renewal, not later than (x) ten (10) days before the expiration dates of any expiring policy (if no notice of cancellation or non-renewal with respect to such expiring policy has been sent by the insurance company issuing such policy), or (y) twenty (20) days before the expiration date of any expiring policy (if a notice of cancellation or non-renewal with respect to such expiring policy has been sent by the insurance company issuing such policy). The certificates of insurance or other documents or instruments shall be issued by the insurance company or an authorized agent thereof and signed by an officer having the authority to issue the certificate or other documents or instruments. The insurance company or agent issuing the insurance shall also deliver to Landlord, together with the certificates, proof reasonably satisfactory to Landlord that the premiums for at least the first year of the term of each policy (or installment payments then required to have been paid on account of such premiums) have been paid. In the event that Tenant fails to deliver a required certificate of insurance within the time periods set forth herein, such failure shall not constitute a Default so long as there is no lapse in the insurance required to be maintained by Tenant hereunder. Notwithstanding the foregoing, in the event of any such failure, Landlord may (but shall be under no obligation to) procure the required insurance for the account of Tenant but without any liability to Tenant therefor, and any insurance premiums or other sums incurred by Landlord in procuring the required insurance shall constitute Additional Rent (not subject to any offset of any nature by Tenant hereunder) and shall be payable by Tenant to Landlord upon demand.

(b) Required Insurance Policy Clauses. Each policy of insurance required to be carried pursuant to the provisions of this Article shall contain (i) a provision that no act or omission of Tenant or Landlord shall affect or limit the obligation of the insurance company to pay the amount of any loss sustained (other than acts intended to cause the damage insured against and except insofar as the loss is caused by an uninsurable risk) and (ii) if the insurer would otherwise have a right to subrogation, a written acknowledgment by the insurance company that its right to subrogation has been waived with respect to all of the named insureds and additional insureds and any Recognized Mortgagees named in such policy.

Section 5.3 Blanket and/or Master Policies. The insurance required to be carried by Tenant pursuant to the provisions of this Article may, at Tenant's option, be effected by so called "blanket", "wrap-up" and/or "master" policies issued to Tenant and/or its Affiliates covering the Leased Premises and other properties owned or leased by Tenant or its Affiliates, provided such policies (a) otherwise comply with the provisions of this Lease, and (b) by endorsement, allocate to the Leased Premises the specified coverage for all insureds required to be named as insureds hereunder.

ARTICLE VI

Alterations and New Construction

Section 6.1 New Facilities. Tenant shall have the right, at Tenant's sole cost and expense and with the prior written consent of Landlord, which shall not be unreasonably withheld, to construct improvements to consist of a parking lot, basketball court(s)- any athletic fields, and for no other purpose(the "Improvements.")

Section 6.2 Title to Improvements. Title to all Improvements on the Leased Premises on the Lease Commencement Date or constructed by Tenant after the Lease Commencement Date shall be and remain in Tenant. Not later than the Expiration Date (subject to delays qualified whether or other matters beyond Tenant's reasonable control), at the request of Landlord, Tenant shall remove the Improvements down to the surface of any existing base, foundation or other ground level cover.

Section 6.3 Alterations. Tenant shall have the right, at any time and from time to time during the Term, to make Alterations in, to or of the Improvements, subject, however, in all cases, to the following:

- (i) No Alteration shall be undertaken until Tenant shall have procured and paid for, so far as the same may be required from time to time, all licenses, permits and authorizations required by all applicable Governmental Authorities.
- (ii) The Leased Premises shall at all times be free from all Liens.
- (iii) All Improvements shall be subject to the approval of the Landlord, in its reasonable discretion, provided the uses are permitted uses.

ARTICLE VII

Repairs, Maintenance and Operation of the Leased Premises

Section 7.1 Tenant's Obligation to Repair. Tenant shall, throughout the Term, at its sole cost and expense, take good care of the Leased Premises and keep and maintain the Leased Premises in good repair, order and condition, reasonable wear and tear excepted, and promptly at no cost or expense to Landlord shall make, or cause to be made, all necessary repairs, interior and exterior, structural and nonstructural, foreseen as well as unforeseen, necessary to keep the Leased Premises in good and safe order and condition, however the necessity or desirability therefore may occur. When used in this Article, the term "repairs" includes all necessary replacements, renewals and alterations. Tenant, at its sole cost and expense, shall maintain and keep the Leased Premises in a clean, neat and orderly condition and shall remove all rubbish, snow and ice therefrom. All repairs (other than tenant improvements) made by Tenant shall be made in compliance with all applicable Legal Requirements.

Section 7.2 Operation of Leased Premises. Except as otherwise expressly provided in this Lease, Tenant shall pay all expenses related to the operation, management, development, use, occupancy, maintenance and repair of the Leased Premises, including the costs of utilities utilized to operate the Improvements, and Insurance Premiums, which arise or become due or payable during or after (but attributable to a period falling within) the Term. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance and management of the Leased Premises throughout the Term. Landlord shall not be required to furnish any services or facilities or to make any repairs or Alterations in or to the Leased Premises.

ARTICLE VIII

Use of Leased Premises; Compliance with Orders

Section 8.1 Permitted Uses. Tenant shall have the right to use the Leased Premises solely for a parking lot, basketball court and hockey rink, and any other uses approved by the Landlord, in writing, in its reasonable discretion.

Section 8.2 Compliance with Legal Requirements. Tenant shall, throughout the Term, promptly comply with all Legal Requirements, ordinary and extraordinary, foreseen or unforeseen, now or hereafter applicable to the Leased Premises or to the adjoining public ways, as to the manner of use or the maintenance, repair or condition of the Leased Premises or of such adjoining public ways.

Section 8.3 No Waste. Tenant shall neither commit nor suffer, and shall use all reasonable precaution to prevent, waste, damage or injury to the Leased Premises.

ARTICLE IX

Work Performed on Leased Premises or Improvements

Section 9.1 Licenses and Permits. Tenant shall not do or permit others to do any Construction Work unless Tenant shall have first procured and paid for all permits and authorizations required by all applicable Governmental Authorities. All Construction Work shall be done in a good and workmanlike manner and in compliance with all applicable Legal Requirements and Insurance Requirements.

Section 9.2 Mechanics' Liens. If any lien shall be filed against the interest of Landlord or Tenant in the Leased Premises or asserted against any Rent by reason of any work, labor, services or materials supplied or claimed to have been supplied on or to the Leased Premises, Tenant shall within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record, or effectively prevent the enforcement or foreclosure thereof against the Leased Premises or such rents, by contest, payment, deposit, bond, order of court or otherwise. Nothing contained in this Lease shall be construed as constituting the express or implied consent or permission of Landlord for the performance of any labor or services for, or the furnishing of any materials to, Tenant that would give rise to any such lien against Landlord's interest in the Leased Premises, and Landlord shall not be liable for any labor or materials furnished or to be furnished to Tenant upon credit.

ARTICLE X

Damage, Destruction and Restoration

Section 10.1 Notice to Landlord. Tenant shall notify Landlord, promptly upon obtaining actual knowledge thereof, if all or any portion of the Improvements is damaged or destroyed in whole or in part by Casualty, other than de minimis damage not rendering any portion of the Improvements untenable.

ARTICLE XI

Environmental

Section 11.1. (a) Tenant further covenants and agrees that its operation at the Leased Premises shall not involve any Hazardous Materials (as hereinafter defined), (b) Tenant is not, and the Leased Premises shall not be occupied during the Term by, an "Industrial Establishment," as defined in the New Jersey Industrial Site Recovery Act, N.J.S.A. 13:1K-6 *et seq.*), and the rules and regulations promulgated thereunder, as same may be amended from time to time ("ISRA"). If any spill or discharge of Hazardous Materials or wastes occurs during the Term, and the Bureau or other division of DEP determines that a Remedial Action Workplan must be prepared and a cleanup undertaken, then Tenant shall, at Tenant's sole cost and expense, prepare and submit the required plans and financial assurances, and carry out the approved plans, closing, termination or transferring of operations by any person or entity of an Industrial Establishment at the Building or Property pursuant to ISRA, including without limitation a sale, transfer or conveyance of the Premises by Landlord or an assignment or subletting by Tenant. At no expense to Landlord, Tenant shall promptly provide all information, requested by Landlord for preparation of non-applicability affidavits and shall promptly sign such affidavits when requested by Landlord. (c) If Tenant has not fully complied with ISRA prior to the expiration or sooner termination of the Lease, then Tenant, at Landlord's option and in addition to all other rights and remedies of Landlord under this Lease, at law, in equity or otherwise, shall be deemed to be a holdover tenant and the provisions of Section 22.1 shall be applicable and unless waived by Landlord in writing, in no event less than the period up to the date that Landlord is permitted to re-let the Premises and the Premises is permitted to be re-occupied with the consent and/or approval of all Governmental Authorities. (d) If Tenant's operations and any other operations on the Premises are not subject to the requirements of ISRA, then Tenant shall obtain and deliver to Landlord, at Tenant's sole cost and expense, at least thirty (30) days prior to the expiration of the Term of the Lease, or other event triggering ISRA, a legal opinion as to ISRA non-applicability acceptable to the Landlord in its sole discretion (e) Copies of all documentation and correspondence to Tenant or from the DEP shall promptly be forwarded to Landlord.

(b) Tenant covenants and agrees with Landlord as follows:

(i) Tenant shall comply with, and shall cause all operators, assignees, subtenants, licensees and occupants of the Leased Premises to comply with, all applicable Environmental Laws and shall obtain and comply with, and shall cause all operators, assignees, subtenants, licensees and occupants of the Leased Premises to obtain and comply with, all Environmental Permits.

(ii) Tenant shall not cause or permit any change to be made in the present or intended use of the Premises which would (i) violate any applicable Environmental Law, (ii) constitute non-compliance with any Environmental Permit or (iii) increase the risk of a Release.

(iii) Tenant shall promptly provide Landlord with a copy of all notifications which it gives or receives with respect to any past or present Release or the threat of a Release on, at or arising from the Premises or the use thereof or any property adjacent to or within the immediate vicinity of the Property.

(iv) Tenant shall undertake and complete all investigations, studies, sampling and testing and remove and otherwise take all remedial actions necessary to contain, remove and clean up all Hazardous Substances arising out of Tenant's occupancy that may be determined to be present at the Property in violation of any applicable Environmental Law or Environmental Permit.

(v) Tenant shall at all reasonable times allow Landlord and its officers, employees, agents, designees, representatives, contractors and subcontractors reasonable access to the Premises for the purpose of ascertaining or, at Landlord's election remediating, site conditions, including, but not limited to, subsurface conditions.

(c) Tenant hereby covenants and agrees, at its sole cost and expense, to indemnify, protect, defend and save harmless Landlord from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys' and experts' fees, expenses and disbursements) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted against Landlord or Tenant relating to resulting from or arising out of (a) the use of the Premises for the storage, treatment, generation, transportation, processing, handling, production or disposal of any Hazardous Materials or as a landfill or other waste disposal site or for military, manufacturing or industrial purposes for the storage of petroleum or petroleum based products; (b) the presence of any Hazardous Material or a Release or the threat of a Release on, at or arising from the use of the Premises; (c) the failure to promptly undertake and diligently pursue to completion all necessary, appropriate and legally authorized investigative, containment, removal, cleanup and other remedial actions with respect to a Release or the threat of a Release on, at or arising from the use of the Premises or Tenant's occupancy; (d) human exposure to any Hazardous Material; (e) a violation of any applicable Environmental Law; (f) non-compliance with any Environmental Permit; or (g) a breach of or failure to perform any covenant made by Tenant in this Article (collectively, the "Indemnified Matters"). Indemnified Matters shall include, without limitation, (i) the costs of cleanup and correction and the costs of removal of any and all Hazardous Substances from all or any portion of the Property and Improvements or any surrounding areas; (ii) additional costs required to take necessary precautions to protect against the release of Hazardous Substances on, in, under or affecting the Property and Improvements, into the air, any body of water, any public domain or any surrounding areas; (iii) costs incurred to comply, in connection with all or any portion of the Property and Improvements or any surrounding areas with all applicable Environmental Laws; (iv) any fines, penalties, costs or assessments incurred in connection with the violation of any Environmental Laws; (v) liability for personal injury or property damage arising under any statutory or common law tort theory.

(d) Tenant hereby covenants and agrees, at its sole cost and expense, to indemnify, protect, defend and save harmless Landlord from any and all damages, loss, liabilities,

obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation, attorneys' and experts' fees, expenses and disbursements) of any kind or nature whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against Tenant relating to, resulting from or arising out of the presence of Hazardous Materials at the Leased Premises and/or Tenant's occupancy of the Premises.

Section 11.2. Tenant shall, at Landlord's option and at Tenant's sole cost and expense, upon request from the Landlord, retain a consultant satisfactory to Landlord to complete a Preliminary Assessment and any sampling at the Premises and Landlord's Property sufficient to determine whether hazardous or toxic substances, pollutants or wastes exist or have been spilled, discharged or placed in, on, under or about the Premises during the Term. Tenant's environmental-assessment sampling shall also establish the integrity of all underground storage tanks at the Premises, if any. Should the sampling reveal any spill, release, discharge or placing of fill materials, or of hazardous or toxic substances, pollutants or wastes, in, on, under or about the Premises or Landlord's Property, then Tenant shall, at Tenant's expense, prior to the expiration or earlier termination of the Term, promptly remediate the Premises and if applicable, Landlord's Property, to the satisfaction of Landlord, NJDEP, and the Tenant's LSRPs as the case may be. In no event shall Tenant's remedial action involve engineering or institutional controls, including without limitation capping, deed notice, declaration of restriction or other institutional control notice pursuant to P.L. 1993, c.139., and notwithstanding NJDEP's requirements or Tenant's LSRP requirements, Seller's remedial action shall meet the most stringent NJDEP remediation standards for the contaminated media, if any, including but limited to soil, surface water and groundwater.

Section 11.3. Tenant's obligation under this Article XI shall survive the expiration or termination of this Lease.

ARTICLE XII

Condemnation

Section 12.1 Substantial Taking.

(a) Termination of Lease for Substantial Taking. If all or Substantially All of the Leased Premises is Taken (excluding a Taking of the fee interest in the Land if, after such Taking, Tenant's rights under this Lease are not affected), this Lease shall terminate on the Date of Taking (defined below) and the Annual Rent payable by Tenant hereunder shall be apportioned and paid to the Date of Taking.

(b) Disbursement of Award. If all or Substantially All of the Leased Premises is Taken as provided in Section 12.1(a), the entire award paid in connection with such Taking (net of reimbursement to Landlord and Tenant) shall be divided between Landlord and Tenant so that, as nearly as possible, Landlord and Tenant shall each receive the value of its interest in the Leased Premises, determined according to law and equity on all relevant facts existing at the time of the Taking, without regard to the fact that the Term expired on the Date of Taking

and on the assumption that the then existing Improvements constitute the highest and best use to which the Land could be put.

(c) Definitions.

(i) “***Substantially All of the Leased Premises***” means such portion of the Leased Premises as, when so Taken, would leave a balance of the Leased Premises that, due either to the area so Taken or the location of the part so Taken in relation to the part not so Taken, would not, under economic conditions, zoning laws and building regulations then existing, and after performance by Tenant of all covenants, agreements, terms and provisions contained herein or by law required to be observed by Tenant, readily accommodate new or reconstructed Improvements of a type and size generally similar to the Improvements existing at the Date of Taking. Pending resolution of any dispute over whether “Substantially All of the Leased Premises” has been Taken, (x) Tenant shall have no obligation to perform any Condemnation Restoration with respect to such Taking, and (y) the Annual Net Rent shall be reduced as provided in Section 12.2.

(ii) “***Date of Taking***” means the earlier of (a) the date on which title to the whole or Substantially All of the Leased Premises, or any part thereof, has vested in any lawful power or authority pursuant to the provisions of applicable law, or (b) the date on which actual possession of the whole or Substantially All of the Leased Premises, or a part thereof, as the case may be, is acquired by any Governmental Authority pursuant to the provisions of the applicable federal or New Jersey law.

Section 12.2 Less Than a Substantial Taking.

(a) ***Taking of Less Than Substantially All of the Leased Premises.*** If less than Substantially All of the Leased Premises is Taken, this Lease shall continue for the remainder of the Term without abatement of Rent or diminution of any of Tenant’s obligations hereunder except as provided in Section 11.2(c).

(b) ***Distribution of Balance of Award.*** If any portion of the award remains after the completion of the Construction Work in connection with the Condemnation Restoration, such remaining portion of the award shall be allocated between Landlord and Tenant so that, as nearly as possible, Landlord and Tenant shall each receive the value of its interest in the part of the Leased Premises Taken, determined according to law and equity on all relevant facts existing at the time of the Taking, and on the assumption that the then-existing Improvements constitute the highest and best use to which the Land could be put. Landlord shall recognize any full or partial assignment by Tenant to a Recognized Mortgagee any portion of the award payable to Tenant pursuant to this Section 12.2(d).

ARTICLE XIII

Mortgages, Assignments and Subleases of Tenant’s Interest

Section 13.1 Tenant’s Right to Mortgage Leasehold Estate. Tenant shall have the right from time to time during the Term, without the prior consent of Landlord, to grant an create a Lien on

and otherwise to encumber the Leasehold Estate, as security for borrowed money, by means of a Leasehold Mortgage which constitutes a first lien on the Leasehold Estate. Tenant shall not have the right to grant or create a Lien on Landlord's fee simple title in and to the Leased Premises.

Section 13.2 Assignment. Tenant shall not have the right to assign this lease or sublet the Premises without the prior written approval of the Landlord, in the sole discretion of the Landlord.

ARTICLE XIV

Events of Default; Remedies

Section 14.1 Events of Default. If any one or more of the following events (hereinafter sometimes referred to as "*Events of Default*") shall happen:

(a) **Monetary Default.** If Tenant fails to make payment of the Rent required to be paid by Tenant under this Lease when and as the same shall become due and payable, and such failure continues for a period of more than fifteen (15) days after a written notice thereof shall have been given by Landlord to Tenant specifying such default in reasonable detail; or

(b) **Non-Monetary Default.** If Tenant fails to observe or perform any one or more of the terms, covenants or conditions contained in this Lease (other than those referred to in Section 15.1(a)), and if such failure is not remedied by Tenant (1) within thirty (30) days after Landlord gives Tenant a written notice specifying such failure, or (2) in the case of any such failure that requires work to be performed, acts to be done or conditions to be satisfied which cannot, by their nature, reasonably be performed, done or satisfied within such thirty (30) day period, within such additional period as may be reasonably required to cure such failure, but only if Tenant commences to cure such failure within the thirty (30) day period and (subject to Unavoidable Delays) diligently prosecutes the curing of such failure with due diligence and in good faith; then, and in either such event, Landlord shall have the right, at any time thereafter while such Event of Default shall be continuing, to give written notice to Tenant and to any Recognized Mortgagee specifying such Event(s) of Default and stating that this Lease and the Term shall terminate on the date specified in such notice, which shall be at least thirty (30) days after the giving of such notice, and on the date specified in such notice this Lease and the Term and all rights of Tenant under this Lease shall expire and terminate as if the date specified in the notice were the Fixed Expiration Date. A good faith dispute as to the parties' obligations shall not be considered as an act of default.

Section 14.2 Effect of Termination. If this Lease is terminated pursuant to Section 14.1, Tenant shall quit and peacefully surrender the Leased Premises to Landlord, and Landlord upon or at any time after any such termination, may without further notice, enter upon and reenter the Leased Premises and possess and repossess itself thereof, by summary proceedings, ejectment or otherwise, and may dispossess Tenant and remove Tenant and all other Persons and property from the Leased Premises and may have, hold and enjoy the Leased Premises.

Section 14.3 Landlord's Right to Relet. At any time or from time to time after the termination of this Lease, Landlord may relet the Leased Premises, or any part thereof, in the name of Landlord

or otherwise, for such term or terms (which may be greater or less than the period which would otherwise have constituted the balance of the Fixed Term) and on such conditions as Landlord may determine and may collect and receive the rents therefor.

Section 14.4 Landlord May Perform Tenant's Obligations. If Tenant shall at any time fail to keep or perform any of its obligations under this Lease in respect of (a) maintenance of insurance, (b) payment of **Real Estate Taxes**, (c) repairs and maintenance of the Leased Premises, (d) compliance with Insurance Requirements, or (e) the making of any other payment or performance of any other obligation of Tenant hereunder, Landlord may, but shall not be obligated to, upon the continuance of such failure on Tenant's part for thirty (30) days after written notice (or without notice in the case of Tenant's failure to maintain insurance or a bona fide emergency creating an imminent threat of injury to individuals or damage to property) to Tenant (or after such additional period, if any, as Tenant may reasonably require to cure such failure if such failure is of a nature that cannot be cured within said thirty (30) day period and if, within said thirty (30) day period, Tenant begins appropriate action to cure such failure and thereafter prosecutes such action with due diligence and continuity) and without waiving or releasing Tenant from any obligation, make any such payment or perform any such obligation and all sums so paid by Landlord and all necessary incidental costs and expenses incurred by Landlord in making such payments or performing such obligation, together with interest thereon at the Default Interest Rate from the date of payment, shall be deemed Additional Rent and shall be paid to Landlord on demand, or at Landlord's option may be added to any installment of Annual Net Rent thereafter falling due, and if not so paid by Tenant, Landlord shall have the same rights and remedies as in the case of a default by Tenant in the payment of Annual Net Rent.

Section 14.5 Landlord's Remedies Cumulative. Each right or remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or the beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

ARTICLE XV

Surrender of Possession

Section 15.1 Tenant's Duty to Surrender Possession. Tenant shall, on or before the last day of the Term, peaceably and quietly leave, surrender and yield up to Landlord the Leased Premises, free of subtenancies other than subleases then terminable at the option of Landlord, broom clean and, subject to the provisions of Article XI and Article XII, in good order and condition except for reasonable wear and tear.

Section 15.2 Removal of Tenant's Property. All furniture and furnishings, fixtures and equipment installed in, affixed to or placed or used in the operation of the Leased Premises, and removable without material injury to the freehold shall, throughout the Term, be the property of

Tenant. Tenant may remove all trade fixtures within twenty (20) days after the termination of this Lease or surrender of the Leased Premises to Landlord.

Section 15.3 Abandonment. Any other personal property of Tenant or any subtenant which shall remain on the Leased Premises after the Expiration of the Term and the removal of Tenant or such subtenant from the Leased Premises may, at the option of Landlord, be deemed to have been abandoned by Tenant or such subtenant and either may be retained by Landlord as its property or be disposed of, without accountability, in such manner as Landlord may see fit at the sole cost and expense of the Tenant.

Section 15.4 Survival. The provisions of this Section shall survive the Expiration of the Term.

ARTICLE XVI

Notices

Section 16.1 Manner of Giving Notice. Each notice, request, demand, consent, approval or other communication (hereafter in this Section referred to collectively as “*Notices*” and referred to singly as a “*Notice*”) which Landlord or Tenant is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if:

- (i) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered),
- (ii) sent by Federal Express (or other similar overnight courier) designating morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier),
- (iii) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two (2) days after mailing in the United States), or
- (iv) sent by facsimile machine which automatically generates a transmission report that states the date and time of the transmission, the length of the document transmitted and the telephone number of the recipient’s telecopier or facsimile machine (with a copy thereof sent in accordance with Section 17.2 (any notice so delivered shall be deemed to have been received (i) on the date of transmission, if so transmitted before 5:30 p.m. (local time of the recipient) on a Business Day, or (ii) on the next Business Day, if so transmitted on or after 5:30 p.m. (local time of the recipient) on a Business Day or if transmitted on a day other than a Business Day), addressed to the parties at their respective addresses designated pursuant to Section 19.2.

Section 16.2 Addresses for Notices. All notices shall be addressed to the parties at the following addresses:

(1) if to Landlord:

(2) if to Tenant:

Either party may, by notice given pursuant to this Section, change the Person or Persons and/or address or addresses, or designate an additional Person or Persons or an additional address or addresses, for its notices, but notice of a change of address shall only be effective upon receipt.

Landlord and Tenant each agrees that it will not refuse or reject delivery of any notice given hereunder, that it will acknowledge, in writing, receipt of the same upon request by the other party and that any notice rejected or refused by it shall be deemed for all purposes of this Agreement to have been received by the rejecting party on the date so refused or rejected, as conclusively established by the records of the U.S. Postal Service or the courier service.

Section 16.3 Notice Given by Counsel. All Notices that are required or permitted to be given by either party to the other under this Agreement may be given by such party or its legal counsel, who are hereby authorized to do so on the party's behalf.

ARTICLE XVII

Quiet Enjoyment

Section 17.1 Covenant of Quiet Enjoyment. Landlord covenants that Tenant, upon paying the Annual Net Rent and the Additional Rent provided for in this Lease, and upon performing and observing all of the terms, covenants, conditions and provisions of this Lease on Tenant's part to be kept, observed and performed, shall quietly hold, occupy and enjoy the Leased Premises during the Term without hindrance, ejection or molestation by Landlord or any Person lawfully claiming through or under Landlord.

ARTICLE XVIII

Non-Merger of Estates

Section 18.1 No Merger of Estates. The interests of Landlord and Tenant in the Leases Premises shall at all times be separate and apart, and shall in no event be merged, notwithstanding the fact that the Leasehold Estate, or any interest therein, may be held directly or indirectly by or for the account of any Person who shall own the fee simple title in and to the Leased Premises, or any portion thereof; and no such merger of estates shall occur by operation of law, or otherwise, unless and until all Persons at the time having any interest in the Leased Premises, including any Leasehold Mortgagee, shall join in the execution of a written instrument effecting such merger of estates.

ARTICLE XIX

Miscellaneous Provisions

Section 19.1 Invalid Provisions. If any term or provision of this Lease, or the application thereof to any Person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to Persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and enforced to the fullest extent permitted by law. This Lease represents the result of negotiations between Landlord and Tenant, each of which has been (or has had opportunity to be) represented by counsel of its own selection, and neither of which has acted under duress or compulsion, whether legal, economic or otherwise. Consequently, Landlord and Tenant agree that the language in all parts of the Lease shall in all cases be construed as a whole according to its fair meaning and neither strictly for nor against Landlord or Tenant.

Section 19.2 Recording. Landlord and Tenant, upon the request of the other or any Leasehold Mortgagee or Fee Mortgagee, shall execute, acknowledge and deliver a memorandum of this Lease (setting forth or reaffirming the Lease Commencement Date and the Fixed Expiration Date and any other provision of this Lease as either party may request), and of each modification of this Lease, in proper form for recordation. Either party, at its sole cost and expense, may record this Lease and any memorandum of this Lease. The cost of recording this Lease or any memorandum of this Lease shall be borne entirely by the party who records the Lease or the memorandum.

Section 19.3 Governing Law. This Lease and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of New Jersey.

Section 19.4 Successors and Assigns. Subject to the terms of this Lease, this Lease and the covenants and conditions herein contained shall inure to the benefit of and be binding upon Landlord and Tenant and their respective permitted successors and assigns.

Section 19.5 Entire Agreement. This Lease, including the Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter of this Lease and supersedes all prior agreements and understandings between the parties related to the Leased Premises, including all lease proposals, letters of intent and similar documents.

In Witness Whereof, the parties have signed this Lease, or caused these presents to be signed by their proper officers or other representatives, the day and year first above written.

10/08/14

Attention: Dave Rooke

From: James Fisher

Please accept this as my letter of resignation commencing on 10-14-14. My last work day will be 10-10-14.

I appreciate all the skills and knowledge that the Department has taught me.

James Fisher
James Fisher

RECEIVED

OCT 08 2014

MUNICIPAL CLERK

RESOLUTION

BE IT RESOLVED by the Township Committee of Hazlet Township that the Municipal Clerk be and is hereby authorized to issue the following Raffle Licenses:

RL-4026 – Bayshore Anglers
RL-4027 – Rocket Launchers Association
RL-4028 – PTO Sycamore Drive School
RL-4029 – PTO Sycamore Drive School

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of Hazlet Township do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 21st day of October, 2014.

Evelyn A. Grandi
Municipal Clerk

RESOLUTION

WHEREAS, West Keansburg Fire Company, a volunteer fire company, is in the process of obtaining permits to replace and repair sections of the roof located at Laurel Avenue and Eighth Street; and

WHEREAS, a request was received from the West Keansburg Fire Company to waive all permit fees; and

WHEREAS, it is the desire of the Township Committee to waive said fees.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of Hazlet Township that the Township's permit fees to replace and repair sections of the roof be and are hereby waived; and

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the West Keansburg Fire Company.

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of Hazlet Township do hereby certify that The foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 21st day of October, 2014.

Evelyn A. Grandi
Municipal Clerk

RESOLUTION

BE IT RESOLVED by the Mayor and the Township Committee of Hazlet Township, County of Monmouth, State of New Jersey, that the proper officers be and they are hereby authorized to REFUND the following payment of subsequent sewer charges due to a bankruptcy filing made by the following on tax sale certificate #13-00094:

BLOCK	LOT	NAME	AMOUNT	YEAR
221	8	US Bank Cust. for BV001 Trust	\$101.93	2014

NOW THEREFORE BE IT RESOLVED, that a copy of this Resolution be forwarded to the Tax Collector and the Chief Financial Officer.

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of Hazlet Township, do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 21st day of October, 2014.

Evelyn A. Grandi
Municipal Clerk

RESOLUTION

WHEREAS, there was previously posted with the Township of Hazlet a certain maintenance guarantee assuring the maintenance and repair of certain public improvements in connection with that project known as **HIDDEN WOODS/HIDDEN WOODS II/MILLENNIUM HOMES 2001 & BEYOND LLC, Block 120, Lots 91, 92, 93.01, 93.02, 95.01, 96 & 97;** and

WHEREAS, the two-year duration period of said maintenance guarantee was set to expire on December 15, 2013; and

WHEREAS, the Township Engineer recommended denial of release of said maintenance guarantee at that time as punch-list items remained in need of rectification; and

WHEREAS, a current inspection of the improvements within and related to said project by the Township Engineer reveals no unsatisfactory conditions as stated in his report dated September 29, 2014;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of Hazlet Township that upon certification by the Chief Financial Officer that all engineering inspection charges have been paid, the maintenance guarantee posted in the amount of \$102,832.76 be and the same is hereby released and the appropriate officers be and they are hereby authorized and directed to surrender and release said maintenance guarantee.

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of Hazlet Township do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 21st day of October, 2014.

Evelyn A. Grandi
Municipal Clerk

RESOLUTION

WHEREAS, there was previously posted with the Township of Hazlet, a soil removal performance guarantee in the amount of \$5,000.00 with regard to that certain project known as **BUHLER & BITTER, INC., BLOCK 216, LOTS 1-6, 6.01 and 7-13**; and

WHEREAS, the project's performance bond was released by Resolution 304 on October 7, 2014; and

WHEREAS, Resolution 304 additionally waived the posting of a maintenance guarantee on the project, effectively closing out the Buhler & Bitter, Inc., project;

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Hazlet that the said soil removal permit guarantee heretofore posted be released, and the appropriate officers be and they are hereby authorized and directed to surrender and release said guarantee.

BE IT FURTHER RESOLVED that the Municipal Clerk be and she is hereby authorized and directed to transmit certified copies of this resolution to the applicant and to the Township Engineer.

CERTIFICATION

I, EVELYN A. GRANDI, Municipal Clerk of Hazlet Township do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 21st day of October, 2014.

Evelyn A. Grandi
Municipal Clerk

RESOLUTION

BE IT RESOLVED by the Township Committee of Hazlet Township that the Mayor be and is hereby authorized to execute Progress Payment Estimate No. 1 from Jads Construction Company, Inc. for the 2014 Road Improvement Program in the amount of \$304,014.50.

CERTIFICATION

I, EVEYLN A. GRANDI, Municipal Clerk of Hazlet Township do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 21st day of October, 2014.

Evelyn A. Grandi
Municipal Clerk

RESOLUTION

BE IT RESOLVED by the Township Committee of Hazlet Township that the Mayor be and is hereby authorized to execute Change Order #1 for Jads Construction Company for the 2014 Road Program in the amount of \$32,198.00 increasing the total contract amount from \$1,723,930.00 to \$1,756,128.00.

CERTIFICATION

I, EVEYLN A. GRANDI, Municipal Clerk of Hazlet Township do hereby certify that the foregoing is a true copy of a Resolution duly passed and adopted by the Township Committee at its meeting held on the 21st day of October, 2014.

Evelyn A. Grandi
Municipal Clerk

AN ORDINANCE AMENDING POLICE DEPARTMENT
SECTION 90, CHAPTER 22 (CANCELLATION)
OF THE TOWNSHIP OF HAZLET, COUNTY OF MONMOUTH
AND STATE OF NEW JERSEY

BE IT ORDAINED that Section 90, Chapter 22 (Cancellation) is hereby amended to say:

Section 90-22 - Any assignment which is cancelled on less than **two** hours notice shall be charged against the party. Upon cancellation, the contractor shall be responsible for the minimum payment of four hours, per officer assigned, at the specified rate.

BE IT FURTHER ORDAINED, that all other Ordinances or parts of Ordinances inconsistent herewith are hereby repealed.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect upon final passage and publication in accordance with law.