NOTICE TO ALL BIDDERS

PUBLIC NOTICE IS HEREBY GIVEN that, pursuant to N.J.S.A. 40A:12-14, sealed bids shall be received by the Borough of Roosevelt, County of Monmouth, State of New Jersey for the following in the Borough Clerk's Office, 33 North Rochdale Avenue, Roosevelt, New Jersey:

Lease of Water Tank Space and a Portion of Property located at 35 North Valley Road, Roosevelt, NJ 08555 for Wireless Communications Facilities

Bids shall be accepted until **January 31, 2019, at 3:00 P.M.**, at which time and place they shall be publicly opened and read aloud. No facsimile copies of the bids shall be accepted. Specifications and other bid information (collectively "Bid Package") may be obtained at the Borough Clerk's Office of the Borough of Roosevelt, 33 North Rochdale Avenue, Roosevelt, New Jersey 08555 during regular business hours and on the municipal website: www.rooseveltnj.us. The Bid Package sets forth the minimum bid requirements, including, but not limited to, the minimum annual lease requirement of forty-thousand dollars ($40,000.00) and the additional payment of five-thousand dollars ($5,000.00) in consideration for, inter alia, the reimbursement and payment of certain professional fees. The Bid Package sets forth all additional information, terms, and conditions, and the forms necessary for completion to provide a responsive bid. Only bids submitted on the forms provided and in accordance with the terms and conditions set forth in the Bid Package shall be deemed responsive. Mailing of bid documents shall be made at the bidders' cost. No bids shall be accepted after the date and time noted above.

Bid shall be submitted in a sealed envelope clearly labeled:
"Bid: Lease of Water Tank Space for Wireless Communications Facilities"

All bid Addenda shall be issued on the website. Therefore, all interested respondents should check the above website now through the bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

The Borough of Roosevelt shall award bid to the highest responsible bidder pursuant to N.J.S.A. 40A:12-14.

Kathleen Hart, RMC/CMR
Borough Clerk

Bid Document Submission Checklist

Borough of Roosevelt
33 N. Rochdale Avenue
Roosevelt, New Jersey 08555

Lease of Water Tank Space and a Portion of Property located at 35 North Valley Road, Roosevelt, NJ 08555 for Wireless Communications Facilities

Required with Submission of Bid: Owner's Checkmarks: X		Initial Each Item Submitted with Bid (Bidder's Initials)
X	Authorized Business Agent	
X	Statement of Corporate Ownership/Certification, Pursuant to NJSA 52:25-24.2	
X	Disclosure of Investment Activities in Iran	
X	If applicable, Bidder's acknowledgement of Receipt of any Notice(s) or Revision(s) or Addenda to an advertisement, specifications or bid document(s)	
X	Submission of Non-Collusion Affidavit (THIS FORM MUST BE NOTARIZED)	
X	Execution of the Water Tower Lease Agreement and completion of required Bid Information in Paragraph 3 and Notice Information in Paragraph 8.09	

The undersigned hereby acknowledges review and submission of all required documents.

Name of Bidder: _____

Signature of Authorized Agent: _____

Name and Title: _____

Contact phone#: _____

Date: _____

CERTIFICATION: Authorized Business Agent

AUTHORITY TO SUBMIT BID ON BEHALF OF THE BUSINESS ORGANIZATION

I, _____, certify that I am the_____
Name Title

of the Corporation, Limited Liability Corporation, Partnership, or Sole Proprietorship and named

as Principal in the within bid; and I certify that _____,
Name

who signed the bid on behalf of the Principal was then the_____
Title

of said corporation, that I know his or her signature, and his/ her signature thereto is genuine; and that said bid was duly signed, sealed, and attested to for and on behalf of said Business Organization by authority of the Owner(s) / Managing Member(s).

_____
Date

_____
Corporate Seal

Name: _____
Signature

Name: _____
Printed

Title: _____

Business Organization Name:_____

STATEMENT OF OWNERSHIP

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33)

DISCLOSURE CERTIFICATION

This Statement Shall Be Included with Bid Submission

No corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship shall be awarded a contract for the performance of any work or the furnishing of any materials or supplies, unless, prior to the receipt of the bid or accompanying the bid of said corporation, partnership, limited partnership, limited liability corporation, limited liability partnership, Subchapter S corporation or sole proprietorship, there is submitted a statement setting forth the names and addresses of all stockholders who own ten (10) percent or more of the stock of any class, or of all individual partners who own a ten (10) percent or greater interest therein. If one or more such stockholder is itself a corporation or partnership, the stockholders holding 10% or more of that corporation's stock, or the individual partners owning 10% or greater interest in that partnership, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every non-corporate stockholder and individual partner, exceeding the 10% ownership criteria established in this act has been listed. This form shall be signed and submitted with the bid whether or not a stockholder or partner owns less than 10% of the business submitting the bid.

The Attorney General has concluded that the provisions of N.J.S.A. 52:25-24.2, in referring to corporations and partnerships, are intended to apply to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships, and Subchapter S corporations.

Bidders are required to disclose whether they are a partnership, corporation or sole proprietorship. The Stockholder Disclosure Certification form shall be completed, signed and notarized. Failure of the bidder to submit the required information is cause for automatic rejection of the bid.

CERTIFICATION

Name of Business: _____

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐Partnership ☐Corporation ☐Sole Proprietorship
☐Ltd Partnership ☐Ltd Liability Corporation ☐Ltd Liability Partnership
☐Subchapter S Corporation

(STATEMENT OF OWNERSHIP, continued)

Stockholders:

Name: _____

Home Address: _____

_____

Name: _____

Home Address: _____

_____

Name: _____

Home Address: _____

_____

Name: _____

Home Address: _____

_____

Name: _____

Home Address: _____

_____

Name: _____

Home Address: _____

_____

Notary: Signature

Subscribed and sworn before me this _____ day of _____ , 2018.

_____
(Notary Public)

My Commission expires:

Bidder: Signature

_____
(Affirm: Business Organization Agent)

_____
(Print name & title of Agent)

(Corporate Seal)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bid: Lease of Water Tank Space and a Portion of Property for Wireless Communications Facilities

Bidder Name: _____

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that the person or entity, or one of the person or entity's parents, subsidiaries, or affiliates, is not identified on a list created and maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Director finds a person or entity to be in violation of the principles which are the subject of this law, she/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to: imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the person or entity.

I certify, pursuant to Public Law 2012, c. 25, that the person or entity listed above for which I am authorized to submit a proposal:

_____ **is not** providing goods or services of $20,000,000 or more in the energy sector of Iran, including a person or entity that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran.

And

_____ **is not** a financial institution that extends $20,000,000 or more in credit to another person or entity, for 45 days or more, if that person or entity will use the credit to provide goods or services in the energy sector in Iran.

In the event that a person or entity is unable to make the above certification because it, or one of its parents, subsidiaries, or affiliates has engaged in the above-referenced activities, a detailed, accurate and precise description of the activities must be provided in Part 2 below to the New Jersey Turnpike authority under penalty of perjury. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

-Continue to Part 2-

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the proposer/bidder, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the information below.

Name: _____

Relationship to Bidder: _____

Description of Actives: _____
Duration of Engagement: _____
Anticipated Cessation Date: _____
Bidder Contact Name: _____
Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that Borough of Roosevelt is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Borough to notify Borough in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with Borough of Roosevelt and that the Borough, at its option, may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):

_____

Signature: _____

Title: _____

Date: _____

State of New Jersey

PHILIP D. MURPHY
Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
OFFICE OF THE DIRECTOR
33 WEST STATE STREET
P. O. BOX 039
TRENTON, NEW JERSEY 08625-0039
Telephone (609) 292-4886 / Facsimile (609) 984-2575

ELIZABETH MAHER MUOIO
State Treasurer

SHEILA Y. OLIVER
Lt. Governor

MAURICE A.
Acting Director
https://www.njstart.gov

The following list represents entities determined, based on credible information available to the public, to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25"):

1.	Amona
2.	Bank Markazi Iran (Central Bank of Iran)
3.	Bank Mellat
4.	Bank Melli Iran
5.	Bank Saderat PLC
6.	Bank Sepah
7.	Bank Tejarat
8.	Belaz
9.	Belneftekhim (Belorusneft)
10.	China International United Petroleum & Chemicals Co., Ltd. (Unipec)
11.	China National Offshore Oil Corporation (CNOOC)
12.	China National Petroleum Corporation (CNPC)
13.	China National United Oil Corporation (ChinaOil)
14.	China Petroleum & Chemical Corporation (Sinopec)
15.	China Precision Machinery Import-Export Corp. (CPMIEC)
16.	Grimley Smith Associates

17.	Indian Oil Corporation
18.	Kingdream PLC
19.	Naftiran Intertrade Company (NICO)
20.	National Iranian Tanker Company (NITC)
21.	Oil and Natural Gas Corporation (ONGC)
22.	Oil India Limited
23.	Persia International Bank
24.	Petroleos de Venezuela (PDVSA Petróleo, SA)
25.	PetroChina Company, Ltd.
26.	Sameh Afzar Tajak Co. (SATCO)
27.	Shandong Fin Cnc Machine Company, Ltd.
28.	Sinohydro Co., Ltd.
29.	SKS Ventures
30.	Som Petrol AS
31.	Zhuhai Zhenrong Company

List Date: July 31, 2018

ACKNOWLEDGMENT OF RECEIPT OF NOTICES, REVISIONS OR ADDENDA

Pursuant to Local Public Contracts Law 40A:11-23 the contractor/bidder shall acknowledge by signature the following:

ADDENDUM #1 dated _____

ADDENDUM #2 dated _____

ADDENDUM #3 dated _____

All bid Addenda will be issued on the Borough website: www.rooseveltnj.us, and therefore, all interested respondents should check the above website now through the bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Bidder's Signature _____

Bidder's Printed Name: _____

Company Name: _____

NON-COLLUSION AFFIDAVIT

State of _____)

County of_____)

I, (Name)_____, of the municipality of

_____ in the county of _____ in the State of

_____, of full age, being duly sworn according to law on my oath

depose and say I am (Title)_____ of the firm of

(Name of Firm)_____, the bidder making the Proposal for the above-named project, and that I exercise the said Proposal with full authority so to do; that said bidder has not, directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project, and that all statements contained in said Proposal and in this affidavit are true and correct, and made with full knowledge that the Borough of Roosevelt relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project. I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona-fide established commercial or selling agencies maintained by :
(Name of Contractor) _____ (N.J.S.A. 52:34-15)

Name:_____ Title_____
Signature

Name: _____
Printed

Notary:

Subscribed and sworn to before me this_____ day of_____, 2018.

Notary Signature: _____

My commission expires: _____

WATER TOWER LEASE AGREEMENT

This Agreement ("Agreement"), effective on the date it is awarded to the Lessee by the Lessor and executed by the Lessee, by and between the Borough of Roosevelt ("Lessor"), with its principal offices at 33 North Rochdale Avenue, Roosevelt, New Jersey 08555, and

_____("Lessee"),

_____(Address).

The Lessor and Lessee are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows.

1. LEASE OF RIGHTS TO PROPERTY; OBLIGATIONS

1.01. Rights to Property. Lessee is granted the right to a portion of that certain space ("Tower Space") on the Lessor's water tower ("Tower") located at 35 North Valley Road, Roosevelt, New Jersey 08555 (the "Property"), together with a parcel of land ("Land Space") sufficient for the installation of Lessee's equipment as set forth in Exhibit A hereto. Lessee shall use the Tower Space and Land Space solely for the purpose of constructing, maintaining, repairing, and operating a communications facility, a communications equipment shelter, if necessary, and uses incidental thereto.

1.01.1. Lessee's rights to locate, install, maintain, and operate the wireless communications equipment, proposed structures, antennas, coaxial cables, mounting brackets, equipment, base stations and units, paving, landscaping, security measures, all structure, and accessory structures, and any improvements and personal property relating thereto (collectively "Equipment and Property") on the Tower Space shall be limited to the location and scope attached hereto as Exhibit A and as may be further defined by the Lessee following the execution of this Agreement subject to the approval of the Lessor's engineer ("Borough Engineer"), which approval shall not be unreasonably withheld. The location and scope of the Tower Space shall be limited only by the Lessor's need to continue to use the Tower as a water tower, the public health, welfare, and safety, and the terms of this Agreement, including, but not limited to, the requirements of Paragraph 1.01.3.

1.01.2. Lessee's rights to locate, install, maintain, and operate the Equipment and Property, such as ancillary ground equipment and accessory structures, in the Land Space shall be limited to the location and scope attached hereto as Exhibit A and as may be further defined by the Lessee following execution of this Agreement, subject to the Borough Engineer's approval, which approval shall not be unreasonably withheld. The location and scope of the Land Space shall be limited only by the Lessor's need to continue to use the Property for public purposes, the public health, welfare, and safety, and the terms of this Agreement.

1.01.3. The Lessee shall design, construct, and install Equipment and Property and Utility Equipment on the Tower Space and in the Land Space as set forth in Exhibit A attached hereto, and as may be further defined by the Lessee following the execution of this Agreement subject to the approval of the Borough Engineer, which approval shall not be unreasonably withheld.

1.02. Installation, Placement, Collocation, Etc. The location, installation, placement, collocation, and replacement of any and all Equipment and Property pursuant to the terms of this Agreement shall require the approval of the Lessor and the Borough Engineer, shall be in accordance with Exhibit A, and shall comply with and obtain all local, state, and federal approvals and regulations. For all such requests, the Lessee shall provide to the Lessor three (3) sets of proposed construction plans and one (1) electronic set for any and all location, installation, placement, collocation, and replacement of its Equipment and Property. The plans shall include a fully dimensioned site plan drawn to scale showing the proposed locations for ground area required, the height of antenna, type and sizing of antenna mountings, the proposed type and height of any fencing, the proposed landscaping, and the proposed sizing and type of construction materials for all structures. Nothing shall be located, installed, placed, replaced, constructed, collocated, or improved at the Property until the plans have been approved by the Lessor and the Borough Engineer, and the approvals by the local, state, and federal approvals, as required, are obtained by the Lessee. The installation, maintenance, replacement, removal, etc. of any and all Equipment and Property shall be at Lessee's sole cost and expense.

1.03. Access to Tower and Grant of Right of Way. Lessee is granted a non-exclusive and subordinate right of way ("Right of Way") for ingress and egress seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes (collectively "Utility Equipment") over, under, or along a right-of-way to be proposed by the Lessee and approved by the Lessor and the Borough Engineer. Except in the case of emergency, the Lessee may use and access the right of way upon notice to the Borough Engineer. Said Right of Way is an easement in gross and shall expire upon the termination of this Agreement and is subject to the following restrictions and limitations: (i) the Right of Way and Lessee's use of same shall not interfere with the Lessor's quiet enjoyment and use of the Property and area of the Right of Way; (ii) Lessee's rights arising out of the Right of Way shall at all times be subordinate to the Lessor's rights to the area in the Right of Way; (iii) the Lessee's use of the Right of Way in excess of the foregoing rights, ingress and egress, and to maintain existing utilities on or under the Right of Way shall be subject to the Lessor's consent, terms, and schedule at the discretion of the Lessor; and (iv) for any installation work above ground or underground, the Lessee shall be required to obtain approval from the Lessor and the Borough Engineer and shall be required to remit payment of all costs relating to the Lessor's professionals for such review of each request in accordance with Paragraph 2 of this Agreement, and shall be subject to the Lessor's approval, which shall not be unreasonably withheld, as well as the Lessor's scheduling. Only authorized engineers, employees, properly authorized contractors of Lessee, or persons under their direct supervision shall be permitted to enter said Right of Way.

1.04. Replacement. Lessee is granted the right to replace the Equipment and Property and Utility Equipment with similar and comparable equipment and property in accordance with the requirements of this Agreement, provided said replacement does not increase loading on the Tower, is approved by the Lessor and the Borough Engineer, does not increase the overall amount or size of the Equipment and Property, does not interfere with any other tenants located at the Property, and otherwise complies with all of the terms of this Agreement.

1.05. Condition of Property, Maintenance, Expense, and Safety. Lessee shall, at its own expense, maintain all Equipment and Property and Utility Equipment installed at the Property pursuant to this Agreement in a safe condition, good order, and repair, and in such a manner so as to not conflict with the existing use of the Tank Space, Land Space, and Property by the Lessor or others. Lessee shall keep the portion of the Property leased free from debris and anything dangerous, noxious, or offensive in nature or which would create a hazard or undue vibration, heat, noise, or interference. Lessee shall possess the sole responsibility for the repair and security of its Equipment and Property and Utility Equipment. Lessor reserves the right to inspect the Equipment and Property and Utility Equipment upon ten (10) days written notice to Lessee, except in emergency situations, defined by the Lessor, in which the Lessor may immediately inspect the Equipment and Property and Utility Equipment and shall provide written notice to the Lessee within a reasonable amount of time upon the termination of the emergency.

1.06. Subordination of Rights. Lessee shall maintain and use the Tower, Tower Space, Land Space, Property, and Right of Way pursuant to this Agreement in such a manner so as not to conflict with the existing or future uses of the Property and Tower by the Lessor.

1.07. Integrity of Tower. Lessee's use of the Tower shall not damage or impair the strength of the Tower and the accessories thereon, nor interfere with the maintenance or lighting systems on the Tower. Within thirty (30) days of the installation and construction of the Equipment and Property, the Lessee shall submit a written report from a licensed professional engineer certifying to the structural integrity of the installation of the Equipment and Property and all antenna mounted upon the Tower Space are secure and that they meet or exceed applicable design-to, structure, and construction safety requirements.

1.08. Contractors and Employees. Lessee shall utilize only qualified contractors and employees to install, repair, remove, and maintain the Equipment and Property and Utility Equipment upon the Property, including, but not limited to, the proposed structures, antennas, mounting brackets, equipment, wireless communications equipment, base stations, paving, landscaping, security measures, all structure, accessory structures, and any improvements relating thereto.

1.08.1. All agents, employees, independent contractors, and all others working on behalf of, at the direction, or request of the Lessee shall conduct themselves in an orderly and respectable manner in connection with the operation of all Equipment and Property and Utility Equipment.

1.09. Camouflaging. Lessee shall be required to paint all conduits, cables, and equipment installed to match the color of the Tower or shall have covers installed to match the color of the water tank, provided that such paints and/or covers are approved by the Lessor and the Borough Engineer and do not void any warranties or materially affect the operation of all conduits, cables, and equipment. If such warranties or operations are materially affected by the painting or covering requirement, Lessee shall be required to take reasonable measures requested by the Lessor to camouflage all conduits, cables, and equipment.

1.10. Governmental Approvals and Requirements. Lessee shall be responsible for obtaining any and all federal, state, county, and/or municipal approvals, licenses, and permits relating to and/or arising out of this Agreement (collectively "Governmental Approvals"). Lessee shall comply with all applicable governmental laws, rules, regulations, and orders respecting the Property and the Tower and the Lessee's use thereof. It is understood and agreed that Lessee's ability to use the Tower Space and Land Space is contingent upon its obtaining all Governmental Approvals after the execution date of this Agreement.

1.10.1. Lessor shall cooperate with Lessee in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by Lessee.

1.10.2. In the event the Governmental Approvals may not be obtained in a timely manner, the Lessee shall nevertheless remain liable for the payment of all amounts required through the existing term of this Agreement set forth in Paragraph 3. If the foregoing occurs within the six (6) month period set forth in Paragraph 3.01.2, the Lessee shall remain liable for all sums due to the Lessor pursuant to the subsequent term of this Agreement, except that if the foregoing occurs within the first six (6) months of the initial term, the Lessee shall only be liable for an additional six (6) months of rent, provided that the Lessee provides written notice to the Lessor within that initial six (6) month time period. In the event that such Governmental Approvals may not be obtained in a timely manner as a result of circumstances outside the Lessee's control, the Lessee shall nevertheless remain liable for the payment of all amounts required through a period six (6) months from the date the Lessor receives written notice that the Governmental Approvals could not be obtained as a result of circumstances outside of the Lessee's control.

1.11. Interference. Lessee's Equipment and Property and Utility Equipment may not and shall not be permitted to interfere with any communications equipment installed by Lessor, any other communications providers presently leasing any property from Lessor, any of the existing wireless and radio equipment and/or frequencies owned and/or operated by Lessor, and any other lessor entering into a lease agreement upon the Tower. Lessee agrees to install Equipment and Property and Utility Equipment of the type and frequency that will not cause harmful interference that is measurable in accordance with then existing industry standards to any equipment of Lessor or other tenants at the Property that existed on the Property prior to the date this Agreement is executed by the Parties. In the event any after-installed Lessee's Equipment and Property and Utility Equipment causes such interference, and after Lessor has notified Lessee in writing of such interference, Lessee shall take all reasonable steps necessary to correct and eliminate the interference, including but not limited to, at Lessee's option, powering down such Equipment and Property and Utility Equipment and later powering up such Equipment and Property and Utility Equipment for intermittent testing. In no event shall Lessor be entitled to terminate this Agreement or relocate the Equipment and Property and Utility Equipment as long as Lessee is making a good faith effort to remedy the interference issue, except that Lessee shall turn off any such Equipment and Property and Utility Equipment causing interference to Lessor's emergency or police communications immediately and such shall remain powered down and turned off until the issue is resolved by Lessee, and except that in the event that Lessee is unable to resolve the non-emergency interference within four (4) months, Lessee shall be in default, this Agreement shall terminate, and the Lessee shall comply with all such requirements set forth in this Agreement, including, but not limited to Paragraph 7.02.1. Lessor agrees that Lessor and/or any other tenants of the Property who in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing Equipment and Property and Utility Equipment of Lessee. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph, and, therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

1.11. Local Approvals. Lessee shall not be required to apply for approval by the local zoning authority in order to commence construction, installation, etc. In addition to the Lessor and Borough Engineer approvals required by this Agreement, the Lessee may begin construction, installation, etc., upon approval by the Lessor of a building permit from the Borough Construction Official. The approval of the building permit shall not be unreasonably withheld, denied, conditioned, or delayed.

1.12. Site Testing and Due Diligence. Lessee may, at its own option and expense, perform the following due diligence investigations: (i) title search; (ii) phase one and phase two environmental inspections; (iii) structural analysis; (iv) soil boring tests; (v) historic screening as required by the National Environmental Protection Act Checklist; and (vi) regulatory filing with the Federal Aviation Administration, if applicable. All insurance and indemnification requirements set forth in this Agreement shall apply to the Lessee and its employees, agents, and contractors for any such site investigation and due diligence.

1.12.1. In the event that any of the foregoing test results preclude the operation of a communications facility at the Property, then this Agreement shall terminate upon ninety (90) days written notice.

1.13. Rights Subject To. The rights conveyed to the Lessee pursuant to this Agreement are subject to the following: (i) any and all covenants, easements, and restrictions of record, if any, the building and zoning ordinances of the Lessor and such facts as an accurate survey and title search may disclose; (ii) the existing utilities, utility lines, and cable facilities that traverse the Property, if any; and (iii) the Lessor's use of the Property, except that subject to the notice and other provisions governing the Lessee's access to the Property, the Lessee shall have quiet enjoyment of the use of the Tower Space, Land Space, and Right of Way.

1.14. Lessor and Borough Engineer Approvals. All approvals or denials by the Lessor and/or the Borough Engineer required by this Agreement shall be made within a reasonable amount of time, except that, in no circumstance shall the Borough Engineer and Lessor take more than thirty (30) days of receipt of any such requests by Lessee.

2. PROFESSIONAL FEES

2.01. Reimbursement of Professional Fees. Lessee shall be responsible for the payment of the Lessor's professional fees relating to and arising out of and/or relating to the Lessor's professionals' review, investigations, and approvals required and/or provided for in this Agreement.

2.01.1. The reimbursement and payment of any such fees set forth in Paragraph 2.01 shall be due within sixty (60) days of presentment.

2.01.2. The reimbursement of and payment of any such fees shall be capped at Ten-Thousand Dollars ($10,000.00) in each year.

3. TERM; CONSIDERATION; ELECTRICAL

3.01. Term and Rental Rate. This Agreement shall be effective as of the date of execution by both Parties and the initial term shall be for five (5) years, which shall commence on the Commencement Date (as hereinafter defined) at which time the rental payments shall commence and be due at a total annual rental of _____ Dollars ($_____) to be paid in equal monthly installments on the first day of the month, in advance, made payable to "Borough of Roosevelt" and delivered or sent by regular mail to the Lessor's Chief Financial Officer or to such other person, firm, or place as Lessor may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with this Agreement. The Commencement Date shall be sixty (60) days from the date this Agreement is executed by the Lessee.

3.01.1. Upon agreement of the Parties, Lessee may pay rent by electronic funds transfer and in such event, Lessor agrees to provide to Lessee bank routing information for such purpose upon request of Lessee.

3.01.2. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless Lessee or Lessor terminates it at the end of the then current term by giving the other Party written notice of the intent to terminate at least six (6) months prior to the end of the then current term.

3.01.3. The annual rent shall increase at a rate of three-percent (3.00%) per annum starting with the second year of the initial term and increasing three percent (3.00%) per annum for each subsequent year of the initial term, first renewal term, second renewal term, third renewal term, and fourth renewal term as follows:

INITIAL TERM

First Year – Annual Rent Set by Highest Bid (minimum $40,000.00)
Second Year through Fifth Year – 3.00% per annum increase

FIRST RENEWAL TERM

First Year through Fifth Year – 3.00% per annum increase

SECOND RENEWAL TERM

First Year through Fifth Year – 3.00% per annum increase

THIRD RENEWAL TERM

First Year through Fifth Year – 3.00% per annum increase

FOURTH RENEWAL TERM

First Year through Fifth Year – 3.00% per annum increase

3.01.4. As additional consideration, the Lessee shall pay to the Lessor the amount of $5,000.00 within sixty (60) day of the Commencement Date, which shall, inter alia, offset Lessor's professional and staff costs relating to and/or arising out of this Agreement, related specifications, and award of this Agreement.

3.02. Rental Documentation. Lessor hereby agrees to provide to Lessee, upon written request, certain documentation ("Rental Documentation") evidencing Lessor's interest in and right to receive payments under this Agreement, including, without limitation: (i) documentation acceptable to Lessee in Lessee's reasonable discretion, evidencing Lessor's good and sufficient title to and/or interest in the Property and right to receive rental payments and other benefits hereunder; (ii) a complete and fully executed Internal Revenue Service Form W-9, or equivalent, in a form acceptable to Lessee, for any Party to whom rental payments are to be made pursuant to this Agreement; and (iii) other documentation reasonably requested by Lessee relating to the title to the Property and Lessor's status. From time to time during the Term of this Agreement and within thirty (30) days of a written request from Lessee, Lessor agrees to provide updated Rental Documentation in a form reasonably acceptable to Lessee. The Rental Documentation shall be provided to Lessee in accordance with the provisions of and at the address set forth in Paragraph 8.09.

3.02.1. Within fifteen (15) days of obtaining an interest in the Property or this Agreement, any assignee(s), transferee(s), or other successor(s) in interest of Lessor shall provide to Lessee Rental Documentation in the manner set forth in the preceding Paragraph. From time to time during the Term of this Agreement and within thirty (30) days of a written request from Lessee, any assignee(s) or transferee(s) of Lessor agrees to provide updated Rental Documentation in a form reasonably acceptable to Lessee. Delivery of Rental Documentation to Lessee by any assignee(s), transferee(s), or other successor(s) in interest of Lessor shall be a prerequisite for the payment of any rent by Lessee to such Party and notwithstanding anything to the contrary herein, Lessee shall have no obligation to make any rental payments to any assignee(s), transferee(s), or other successor(s) in interest of Lessor until Rental Documentation has been supplied to Lessee as provided herein.

3.03. Electrical and Utilities. Lessee shall, at all times during the term of this Agreement, provide and be responsible for the payment of any and all electrical service, telephone service, water, gas, sewer, and any and all required other utilities and utility access for its use of the Property, as well as any costs relating to and/or arising therefrom. If permitted by the local utility company servicing the Property, Lessee shall furnish and install an electrical meter at the Property for the measurement of electrical power used by Lessee's installation. In the alternative, if permitted by the local utility company servicing the Property, Lessee shall furnish and install an electrical sub-meter at the Property for the measurement of electrical power used by Lessee's installation. In the event such sub-meter is installed, the Lessee shall pay the utility directly for its power consumption if billed by the utility; if not billed by the utility, then the Lessee shall pay the Lessor thirty (30) days after receipt of an invoice from Lessor indicating the usage amount based upon Lessor's reading of the sub-meter. All invoices for power consumption shall be sent by Lessor to Lessee to the address set forth in the notice provision of this Agreement. In the event that no meter or sub-meter is permitted by the local utility, Lessee shall pay the Lessor thirty (30) days after receipt of an invoice from Lessor that sets forth the Lessee's apportioned use of utilities at the Property, which shall be apportioned in the sole discretion of the Lessor. Lessee shall be permitted at any time during the Term to install, maintain, and/or provide access to and use of, as necessary (during any power interruption at the Property), a temporary power source, and all related equipment and appurtenances within Land Space, or elsewhere on the Property in such locations as reasonably approved by Lessor and the Borough Engineer. As provided in this Agreement, shall have the right to install conduits connecting the temporary power source and related appurtenances to the Tower Space and Land Space. The installation of all utilities, conduits, etc. shall require the approval of the Lessor and the Borough Engineer.

3.04. Taxes. Lessee shall have the responsibility to pay any personal property, real estate taxes, assessments, and charges owed on the Property which Lessor demonstrates is the result of this Agreement, including, but not limited to the Lessee's use of the Property and/or the installation, maintenance, and/or operation of the Lessee's improvements, Equipment and Property, and Utility Equipment, and any sales tax imposed on the rent (except to the extent that Lessee is or may become exempt from the payment of sales tax in the jurisdiction in which the Property is located), including any increase in real estate taxes at the Property which Lessor demonstrates arises from the Lessee's improvements and/or Lessee's use of the Property. Lessor and Lessee shall each be responsible for the payment of their respective taxes, levies, assessments, and other charges imposed including franchise and similar taxes imposed upon the business conducted by Lessor or Lessee at the Property, if any. Notwithstanding the foregoing, Lessee shall not have the obligation to pay any tax, assessment, or charge that Lessee is disputing in good faith in appropriate proceedings prior to a final determination that such tax is properly assessed provided that no lien attaches to the Property. Nothing in this Paragraph shall be construed as making Lessee liable for any portion of Lessor's income taxes in connection with any Property or otherwise. Except as set forth in this Paragraph, Lessor shall have the responsibility to pay any personal property, real estate taxes, assessments, or charges owed on the Property and shall do so prior to the imposition of any lien on the Property.

3.04.1. Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge, or seek modification of any tax assessment or billing for which Lessee is wholly or partly responsible for payment. Lessor shall reasonably cooperate with Lessee at Lessee's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by Lessee, there is a reduction, credit or repayment received by the Lessor for any taxes previously paid by Lessee, Lessor agrees to promptly reimburse to Lessee the amount of said reduction, credit or repayment.

3.05. License Fees. Lessee shall pay, as they become due and payable, all fees, charges, taxes, and expenses required for licenses and/or permits required for or occasioned by Lessee's use of the Property.

4. INDEMNIFICATION AND INSURANCE

4.01. Indemnification. Lessee expressly, knowingly, and, to the fullest extent permitted by law, agrees to and shall release, indemnify, defend, and hold harmless Lessor, its elected and appointed officials, officers, employees, agents, and others working on behalf of Lessor from and against any loss, damages, claims, causes of action, liabilities, obligations, penalties, demands, municipal mechanic's liens filed pursuant to N.J.S.A. 2A:44-125, *et seq*., and any conduct or action taken by Lessor relating to any such lien, and any and all other costs and expenses, including attorneys' fees and costs, threatened against, suffered, and/or incurred by Lessor, its elected and appointed officials, officers, employees, agents, and others working on behalf of Lessor arising out of and/or in any manner relating to the permitted, contracted, and/or licensed activity engaged in by Lessee in and/or relating to this Agreement, and the acts and/or omissions of the Lessee, its officers, owners, agents, employees, independent contractors, guests, others working on behalf of Lessee. Lessee shall be responsible and liable for the payment of any and all of the foregoing attorney's fees and costs, to attorneys of Lessor's selection, for any investigation and review, pre-litigation, litigation, post-judgment litigation, and any and all appeals arising out of and/or relating to this Agreement. The existence of any available and/or applicable insurance shall not waive or release Lessee from the Lessee's obligations set forth in this Agreement.

4.02. Lessee's Insurance. Lessee, at its own cost and expense, shall maintain or cause to be maintained in full force and effect and at its sole cost and expense the following types and limits of insurance.

4.02.1. Commercial general liability insurance with limits not less than $5,000,000.00 personal injury, bodily injury, and death of one or more persons in any one occurrence, $5,000,000.00 for property damages in any one occurrence, and $10,000,000.00 for any aggregate claim. Such limits may be satisfied by a combination of primary and umbrella policies. Lessee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Lessee may maintain.

4.02.2. Automobile liability insurance covering all owned, hired, and non-owned vehicles in use by Lessee, its employees, and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of $2,000,000.00 as the combined single limit for reach occurrence for bodily injury and property damage such limit may be satisfied by a combination of primary and umbrella policies. Lessee may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Lessee may maintain.

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4.02.3. Workers' compensation insurance meeting applicable statutory requirements and employer's liability insurance with statutory limits as provided by the State of New Jersey.

4.03.4. At the start of and during the period of any construction, builders' all-risk insurance, together with an installation floater or equivalent property coverage covering cables, materials, machinery, and supplies of any nature whatsoever that are to be used in or incidental to the installation of the Equipment and Property and Utility Equipment. Upon completion of the installation of the Equipment and Property and Utility Equipment, Lessee shall substitute for the for the foregoing insurance policies of fire, extended coverage and vandalism, and malicious mischief insurance on the Equipment and Property and Utility Equipment. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

4.03. Named Additional Insureds. All Lessee's policies, except for business interruption, property insurance and workers' compensation policies, shall name include Lessor and all associated, affiliated, allied, and affiliates and subsidiary entities of Lessor now existing or hereafter created, as well as their respective officers, boards, commissions, employees, agents, contractors, and elected officials as additional insureds.

4.04. Deductibles. All insurance policies may be written with deductibles not to exceed $50,000.00, unless approved by Lessor. Lessee agrees to indemnify, defend, and hold Lessor harmless from and against the payment of any deductible and from the payment of any premium on any policy required to be furnished by the Lessee pursuant to this Agreement. Such indemnification shall be to the same extent set forth in Paragraph 4.01. Deductible programs backed by a clean, irrevocable letter of credit are not considered to be deductibles as described in section 4.04.

4.05. Evidence of Insurance. Certificates of insurance for each insurance policy required to be obtained by Lessee, along with written evidence of payment of required premiums, a blanket endorsement for additional insureds shall be filed and maintained with the Lessor's provided annually during the term of this Agreement.

4.06. Contractors. Lessee shall require that each and every one its contractors and subcontractors who perform work on the Property carry, in full force and effect, workers' compensation, commercial general public liability, and automobile liability insurance coverages of the type and limits that Lessee is required to obtain pursuant to the terms of this Agreement and provide certificates of insurance including the Lessor entities listed above as additional insureds on the commercial general liability and automobile insurance policies.

4.07. Increase of Insurance Limits. Notwithstanding the foregoing, the Lessor may require that all policy limits set forth above be increased by up to ten percent (10.00%) for each and every five-year lease option and/or extension period with said increase to be calculated upon and applied to the coverage amounts in effect for the prior five-year period.

4.08. Cancellation of Insurance. All insurance policies maintained by Lessee pursuant to this Agreement shall contain an endorsement requiring at least ninety (90) days of prior written notice shall be given to the Lessor by the Insurer of any intention not to renew such policy and any notices to replace, materially alter, or cancel such policy. The Insurer shall give Lessee notice thirty days prior to the policy being cancelled.

4.09. Insurance Companies. All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of New Jersey or surplus line carriers on the State of New Jersey Insurance Commissioner's approved list of companies qualified to do business in the State of New Jersey. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company.

4.10. Waiver of Negligence. The Parties hereby waive and release any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Property or the Property resulting from any fire or other casualty which is insurable under "Causes of Loss – Special Form" property damage insurance or for the kind covered by standard fire insurance policies with extended coverage, regardless of

whether or not, or in what amounts, such insurance is now or hereafter carried by the Parties, even if any such fire or other casualty shall have been caused by the fault or negligence of the other Party. These waivers and releases shall apply between the Parties and they shall also apply to any claims under or through either Party as a result of any asserted right of subrogation. All such policies of insurance obtained by either Party concerning the Property shall waive the insurer's right of subrogation against the other Party.

4.11. Limitation of Liability. Except for indemnification pursuant to this Agreement, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

4.12. Subrogation. Each insurance policy carried by or on behalf of the Lessor insuring against loss by fire and causes covered by standard extended coverage, and each insurance policy carried by Lessee insuring Lessee's Equipment and Property and Utility Equipment against loss by fire and causes covered by standard extended coverage, shall be written in a manner so as to provide that the insurance company waives all right of recovery by way of subrogation against Lessor or Lessee in connection with any loss or damages covered by such policies. Neither Lessor nor Lessee shall be liable for any loss or damage caused by fire, water, or any of the risks enumerated in standard extended coverage insurance, except that Lessee shall nevertheless be bound by and liable for the indemnification provisions set forth in Paragraph 4.01.

5. TOWER COMPLIANCE AND ENVIRONMENTAL

5.01. Compliance. Lessor covenants that it will keep the Tower in good repair as required by this Agreement. The Lessor shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking, and painting of towers.

5.02. Materials. Lessee shall not use materials in the installation of the antennas or transmission lines that will cause corrosion or rust or deterioration of the Tower or its appurtenances.

5.03. Antenna and Transmission Line Markings. All antennas on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

5.04. Lessor Tower Maintenance and Painting. The Lessee acknowledges that the primary function of the water tank it to provide water storage for the Lessor and the public and that the Property itself is used for public purposes. Accordingly, upon the request of the Lessor, Lessee shall relocate its equipment on a temporary basis to another location on the Property, hereinafter referred to as the "Temporary Relocation," for the purpose of Lessor performing maintenance, repair, painting, or similar work at the Property or on the Tower. As a result of any such request, Lessee shall pay any and all costs related to the removal, relocation, reinstallation, and re-attachment of any and all equipment. Lessor shall have no financial responsibility, liability, and/or obligation to Lessee for any such costs, fees, and/or damages relating to and/or arising out of the Lessor's request(s). In the event that no temporary relocation site is similar to Lessee's existing location in size and/or is not fully compatible for Lessee's use, then Lessee's sole remedy is that the rental payments shall abate for the period of time of the Temporary Relocation. Provided that the maintenance and/or repairs required do not constitute an emergency, in Lessor's discretion, Lessor shall provide Lessee at least one-hundred and eighty (180) days written notice prior to requiring Lessee to relocate. Upon the completion of any maintenance, repair or similar work by Lessor, Lessee is permitted to return to its original location from the temporary location with all costs for the same being paid by Lessee.

5.04.1. In the event that the maintenance and/or painting permits same, in the discretion of the Lessor, the Lessor may also permit the Lessee to cover the Equipment and Property to protect same in the event that the Lessee requests to cover the Equipment and Property instead of moving same. The cost of covering the Equipment and Property shall be borne by the Lessee.

5.04.2. Should Lessor determine it must perform routine maintenance or repair to the Equipment and Property in the Tower Space or Land Space, the Lessor shall give the Lessee at least one-hundred and eighty (180) days written notice of such work, such that Lessee has sufficient time within which to remove the Equipment and Property that the Lessor requires to be removed. In the event that the Lessee fails to remove the Equipment and Property within the time required, the Lessor may elect to move and store the Equipment and Property, the Lessee shall be responsible for the payment of all costs and expenses, including, but not limited to, contractors fees, overtime, professional fees, storage fees, and any other related costs relating to such removal, and the Lessee releases the Lessor, its officers and elected officials, employees, agents, and contractors from any claims for damage to the Equipment and Property or any other damage or claim arising therefore, and Lessee forever waives any and all claims it may have against the Lessor, its officers, employees, agents, and contractors relating to such removal, storage, and reinstallation of same.

5.05. Environmental and Safety. Lessor and Lessee shall comply with all federal, state, and local laws in connection with any substance brought onto the Property that are identified by any law, ordinance, or regulation as hazardous, toxic, or dangerous (collectively "Hazardous Substances"). Lessee shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). Lessee shall be responsible for all losses and/or damage caused by any Hazardous Substances that it may bring onto the Property and shall indemnify, defend, and hold harmless the Lessor from claims to the extent resulting from any such Hazardous Substances and/or Lessee's violation of any applicable EH&S Laws to the extent required in Paragraph 4.01. Lessor shall indemnify and hold harmless Lessee from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of Lessee. The Parties recognize that Lessee is only leasing a small portion of the Property and that Lessee shall not be responsible for any environmental condition or issue except to the extent resulting from Lessee's specific activities and responsibilities. In the event that Lessee encounters any Hazardous Substances that do not result from its activities, Lessee may relocate its Equipment and Property to avoid such hazardous substances to a mutually agreeable location, or, if Lessee desires to remove at its own cost all or some the Hazardous Substances or materials (such as soil) containing those Hazardous Substances, Lessor agrees to sign any necessary waste manifest associated with the removal, transportation and/or disposal of such substances. In the event that the Hazardous Substance is not the result of Lessee and there is no other potential location for the Equipment and Property and/or Lessee elects not to remove the hazardous substance and Lessor does not agree to remediate and remove same, the Lessee may terminate this Agreement on thirty (30) days' notice. In the event that the Hazardous Substance is the result of Lessee, this Agreement shall remain in effect regardless of whether there are any other locations for the Equipment and Property and as set forth herein, Lessee shall be responsible for the payment of any and all costs relating to the Hazardous Substances.

5.06. Emergency Maintenance. Lessor shall have the unfettered right and access to the Tower Space and Land Space to engage in and conduct inspections and any emergency maintenance and repairs to the Tower. Should Lessor determine in its discretion that it must undertake emergency maintenance or repair, as defined by Lessor, of the water tank and Tank Space, Lessor shall give as much notice as reasonably possible of the emergency work, except that Lessor may engage in any emergency inspections, maintenance, and repairs as it deems necessary and proper in its discretion without prior notice to the Lessee. Lessor shall, however, provide notice to the Lessee within a reasonable amount of time thereafter. The provisions of Paragraph 5.04.2 shall

apply to the liabilities of the Parties relating to and/or arising out of the removal, storage, and replacement of the Equipment and Property under emergency circumstances.

6. END OF AGREEMENT

6.01. Removal at End of Term. At its sole cost and expense, Lessee shall, upon expiration of this Agreement, or within sixty (60) days after any termination of the Agreement, remove any and all Equipment and Property and remove any Utility Equipment requested to be removed by Lessor and restore the Property to its original condition, reasonable wear and tear and casualty damage excepted. Lessor agrees and acknowledges that all of the Equipment and Property of Lessee shall remain the personal property of Lessee and Lessee shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable Laws. If such time for removal causes Lessee to remain on the Property after termination of this Agreement, Lessee shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, plus one-hundred percent (100.00%) *per annum* (for a total of 200.00% of the then existing rent) until such time as the removal of the Equipment and Property and remove any Utility Equipment requested to be removed by Lessor are completed, except that if the Lessee remains on the Property without the written authorization of the Lessor for a period of more than sixty (60) days, Lessor shall be entitled to any and all attorney's fees and costs for any investigation and review, pre-litigation, litigation, post-judgment litigation, and any and all appeals arising out of and/or relating to any legal action commenced by Lessor to compel the removal, in addition to the aforesaid monthly rate and interest rate. Such removal shall be performed in a workmanlike and careful manner and without interference or damage to any other equipment, structures, or operations on the Property, including the use of the Property by Lessor or any of Lessor's assignees or lessees. If, however, Lessee requests permission not to remove all or a portion of the improvements and Lessor consents to such non-removal, title to the affected improvements shall thereupon transfer to Lessor free and clear of all liens and encumbrances and the same thereafter shall be the sole and entire property of Lessor, and Lessee shall be relieved of its duty to otherwise remove same.

7. DEFAULT; TERMINATION; REMEDIES

7.01. Notice of Default. In the event there is a breach with respect to any of the provisions of this Agreement or its obligations under it, the non-breaching Party shall provide written notice of such breach. After receipt of such written notice, the breaching Party shall have fifteen (15) days in which to cure any monetary breach and thirty (30) days in which to cure any non-monetary breach, provided the Party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that the Lessor agrees it reasonably requires more than thirty (30) days and the Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. A Party may not maintain any action or effect any remedies for default against the other Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph.

7.02. Remedies. In the event of Lessee's default other than default in the payments required by this Agreement, the Lessor may at its option (but without obligation to do so), perform the defaulting Lessee's duty or obligation on the defaulting Lessee's behalf, including but not limited to the obtaining of reasonably required insurance policies. The costs and expenses of any such performance by the Lessor shall be due and payable by the defaulting Lessee upon invoice therefor. In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate the Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located. Lessee shall bear its own attorney's fees and

costs arising out of any such dispute and/or litigation arising out and/or relating to the terms of this Agreement. In the event that the Lessor is the prevailing Party on any claim or defense, Lessee shall be responsible and liable for the payment of any and all of Lessor's attorney's fees and costs for any investigation and review, pre-litigation, litigation, post-judgment litigation, and any and all appeals arising out of and/or relating to this Agreement.

7.02.1. In the event of Lessee's default, the Lessee shall remain liable for the payment of all amounts required through the existing term of this Agreement set forth in Paragraph 3. If the foregoing default occurs within the six (6) month period set forth in Paragraph 3.01.2, the Lessee shall remain liable for all sums due to the Lessor pursuant to the subsequent term of this Agreement. If, in the sole discretion of the Lessor, the Lessor elects to advertise and attempt to secure a new tenant for the Property, the continued liability for payments shall cease at the time the Lessor receives the first payment from the new tenant after Lessor secures a new tenant pursuant to the Local Public Contracts Law.

7.02.2. In the event of Lessee's default, Lessor shall have the right, at its option, in addition to and not exclusive of any other remedy Lessor may have by operating of law, pursuant to this Agreement, and in equity, and without any further demand or notice, to re-enter the Property and eject all persons therefrom, and either (i) declare this Agreement at an end, in which event the Lessee shall immediately remove the Equipment and Property and Utility Equipment pursuant to the terms of this Agreement and pay the Lessor the rental payments and payments due pursuant to this Lease in accordance with Paragraph 7.02.1, and, if litigation shall ensue, any other amount necessary to compensate Lessor for all detriment proximately caused by Lessee's failure to perform its obligations pursuant to this Agreement.

7.03. Termination. Lessee's right to termination of this Agreement is set forth in Paragraph 3.01.2, which provides that the Lessee may elect to terminate this Agreement a minimum of six (6) months prior to the end of the existing term. Lessee may also terminate this Agreement upon six (6) months written notice if: (i) changes in local or State laws and regulations prevent the Lessee from operating the communications facility; or (ii) FCC rulings or regulations beyond the Lessee's control that renders the Tower Space unusable. Lessee shall have no other right to terminate this Agreement unless Lessor materially breaches the terms of this Agreement and fails to cure the breach pursuant to the cure provisions of this Agreement. In addition to the right to terminate set forth in Paragraph 3.01.2 and notwithstanding any other term of this Agreement, in the event that the Lessor receives an order from the FCC or an appropriate agency with jurisdiction over this Agreement, that the Lessee's Equipment poses a health or safety danger and Lessee failed to correct such failure Lessor may terminate this Agreement with sixty (60) days' notice.

7.04. Tower Deficiency. In the event it is determined that a structural deficiency not caused by or the result of the negligence of Lessee exists with respect to the Tower necessitating the dismantling and removal of the Tower, or, in the event any governmental rule, regulation, order, or decree applicable to the Tower is issued or adopted by any entity having jurisdiction over the Tower that would require for correction of same or compliance therewith extensive repair to the Tower or that necessitates the demolition of the Tower, then Lessor may, in its discretion, afford the Lessee the option of constructing a monopole for its antenna on the Property. In the event that the Lessor elects not to permit Lessee the option of constructing a monopole and related and necessary equipment, this Agreement shall terminate upon notice by the Lessor that the Tower is structurally deficient and required to be remove or dismantled and the parties shall have no further obligation upon the Lessee's compliance with the requirements of this Agreement at its termination, including, but not limited to, the removal the Equipment and Property and Utility Equipment in accordance with the terms of this Agreement and the Lessee's indemnification requirements set forth in Paragraph 4.01.

8. MISCELLANEOUS

8.01. Rights Upon Sale. Should Lessor, at any time during this Agreement decide (i) to sell or transfer all or any part of the Property or the Tower thereon to a purchaser other than Lessee, or (ii) to grant to a third-party by easement or other legal instrument an interest in and to that portion of the Tower and or Property occupied by Lessee, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Lessee's rights hereunder under the terms of this Agreement. To the extent that Lessor grants to a third-party by easement or other legal instrument an interest in and to that portion of the Tower and/or Property occupied by Lessee for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, Lessor shall not be released from its obligations to Lessee under this Agreement, and Lessee shall have the right to look to Lessor and the third-party for the full performance of this Agreement.

8.02. Lessor's Consent. When Lessor's consent is required, Lessor's consent shall not be unreasonably or arbitrarily withheld, conditioned, or delayed.

8.03. Mechanic's Lien Prohibited. Lessee shall not suffer any mechanic's notice of intention or lien claim to be filed against the Property by reason of work, labor, services, or materials performed for or furnished to Lessee or to anyone holding the Property, or any part thereof, through or under Lessee. If Lessee shall fail to remove or discharge any mechanic's notice of intention or lien claim as described above within ninety (90) days after notice or knowledge of the filing of same, then in addition to all other rights of Lessor hereunder, or by law upon a default by Lessee, Lessor may, at its option, procure the removal or discharge of same. Lessee shall pay to Lessor all amounts paid by Lessor relating to and/or arising out of the mechanic's lien, including all attorney's fees and costs for any investigation and review, pre-litigation, litigation, post-judgment litigation, and any and all appeals arising out of and/or relating to the mechanic's lien.

8.04. Lessee's Bankruptcy. If the Lessee shall file a petition of bankruptcy, or be adjudicated a bankrupt, or make an assignment for the benefit of creditors to take advantage of any insolvency act, then, in that event, this Agreement may be terminated by Lessor upon thirty (30) days written notice to Lessee without any penalty or further liability to Lessor provided that none of the foregoing shall constitute an event of default, if, at the time of the occurrence, Lessee is current with its payments, continues to make payments on time, and is not otherwise in default under the terms of this Agreement.

8.05. Quiet Enjoyment. Lessor covenants that Lessee, on paying the rent and performing of the covenants set forth in this Agreement, shall peaceably and quietly have, hold, and enjoy the rights granted to the Lessor pursuant to this Agreement, except that the Lessee's rights shall be subordinate to the Lessor's rights to quiet enjoyment and use of the Property, provided that such does not interfere with the Tower Space except as otherwise provided in this Agreement.

8.06. Title. Lessor represents and warrants to Lessee as of the execution date of this Agreement, and covenants during the Term that Lessor is seized of good and sufficient title and interest to the Property and has full authority to enter into and execute this Agreement. Lessor further covenants during this Agreement that there are no liens, judgments, or impediments of title on the Property, or affecting Lessor's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by Lessee as set forth above.

8.07. Integration. This Agreement, together with the Lessor's bid specifications, comprise the entire agreement and understanding between the Parties and it is acknowledged that there is and supersedes all

previous understandings and agreements between the Parties, whether oral or written. In the case of conflict with the bid specifications, this Agreement shall supersede the specifications. The Parties hereby acknowledge and agree that they have not relied on any representation, assertion, guarantee, warranty, collateral contract or other assurance, except those set out in this Agreement. The Parties hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a Party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance.

8.08. Assignment. This Agreement may be sold, assigned, or transferred by the Lessee without the approval and consent of the Lessor to the Lessee's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of Lessee's assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition, or other business reorganization. As to other Parties, this Agreement may not be sold, assigned, or transferred without the written consent of the Lessor, which such consent will not be unreasonably withheld, delayed, or conditioned. No change of stock ownership, partnership interest or control of Lessee or transfer upon partnership or corporate dissolution of Lessee shall constitute an assignment hereunder.

8.09. Notices. All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested, or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Borough Clerk
Borough of Roosevelt
33 North Rochdale Avenue
Roosevelt, NJ 08555

LESSEE: _____
_____
_____
_____

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

8.10. Recording. Lessor agrees to execute a Memorandum of this Agreement which Lessee may record with the appropriate recording officer. The date set forth in the Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or rent payments.

8.11. Estoppel. Either Party shall, from time to time, on not less than sixty (60) days prior written request by the other, execute, acknowledge, and deliver a written statement certifying that this Agreement is unmodified and in full force and effect, or that this Agreement is in full force and effect as modified and listing the instruments of modification, the dates to which rental payments have been paid, and whether to the best knowledge of the Party delivering the estoppel the other Party is in default hereunder, and, if so, specifying the nature of the default. No such statement shall be provided that is not accurate.

8.12. Casualty. In the event of damage by fire or other casualty to the Tower or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same, or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Premises for more than forty-five (45) days, then Lessee may, at any time following such fire or other casualty, provided Lessor has not completed the restoration required to permit Lessee to resume its operation at the Premises, suspend this Agreement upon fifteen (15) days prior written notice to Lessor for a period of five (5) months, and, provided the casualty shall be repaired within those five (5) months, this Agreement shall resume at the time the casualty is repaired. In the event that the casualty is not repaired within five (5) months of the aforesaid notice, Lessee may terminate this Agreement. Any such notice of termination shall cause this Agreement to be suspended with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, the rent shall abate during the period of repair following such fire or other casualty in proportion to the degree to which Lessee's use of the Premises is impaired.

8.13. Assumption of Risk. Lessee undertakes and assumes for its officers, agents, affiliates, contractors, subcontractors, and employees (collectively "Lessee" for purposes of this Paragraph), all risk of known dangerous conditions, if any, on or about the Property and Lessee hereby agrees to indemnify, defend, and hold harmless the Lessor, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of Lessor in accordance with Paragraph 4.

8.14. Condemnation. In the event of any condemnation of all or any portion of the Property, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever occurs first. If as a result of a partial condemnation of the Premises or Tower, Lessee, in Lessee's sole discretion, is unable to use the Premises for the purposes intended hereunder, or if such condemnation may reasonably be expected to disrupt Lessee's operations at the Premises for more than forty-five (45) days, Lessee may, at Lessee's option, to be exercised in writing within fifteen (15) days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within fifteen (15) days after the condemning authority shall have taken possession) terminate this Agreement as of the date the condemning authority takes such possession. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the Parties shall make an appropriate adjustment as of such termination date with respect to payments due to the other under this Agreement. If Lessee does not terminate this Agreement in accordance with the foregoing, this Agreement shall remain in full force and effect as to the portion of the Premises remaining, except that the rent shall be reduced in the same proportion as the rentable area of the Premises taken bears to the total rentable area of the Premises. In the event that this Agreement is not terminated by reason of such condemnation, Lessor shall promptly repair any damage to the Premises caused by such condemning authority.

8.15. Amendment by Operation of Law. Any provision of this Agreement which is affected by any changes in federal or state law or administrative regulations will necessarily and accordingly be modified automatically and such changes shall be deemed incorporated herein by reference as if set forth fully herein, without any action by the Parties required, so as to render this Agreement consistent with such changes in federal or state law or administrative regulations.

8.16. Severability. If any term of this Agreement or the application thereof to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term to the Parties or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

8.17. Governing Law. The Parties acknowledge that this Agreement was prepared under the laws of the State of New Jersey, and, therefore, that this Agreement shall be interpreted under the laws of the State of New Jersey.

8.18. Venue. Any dispute arising out of and/or relating to this Agreement shall be venued in the Superior Court of New Jersey, Monmouth County.

8.19. Binding Effect. This Agreement shall extend to and bind the heirs, personal representative, successors, and assigns of the Parties hereto.

8.20. Amendments. This Agreement may not be amended, altered, or modified in any manner except in writing signed by the Parties.

8.21. Waivers. Any failure or delay in the enforcement of any of the provisions of this Agreement by either of the Parties shall not be construed as a waiver of those provisions.

8.22. Election of Remedies. Neither the exercise of nor the failure to exercise a right or to give notice of a claim under this Agreement shall constitute an election of remedies or limit any Party in any manner in the enforcement of any other remedies that may be available to such Party, whether at law or in equity.

8.23. Force Majeure. Neither Party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due) if such default or delay is caused, directly or indirectly, by forces beyond such Party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third Party to perform any commitment relative to the production or delivery of any equipment or material required for such Party to perform its obligations hereunder.

8.24. Authorization. The Parties represent and warrant that they have the respective authorities to enter into and be bound by the terms of this Agreement.

8.25. Survival. The provisions of the Agreement relating to indemnification shall survive any termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

8.26. Headings. The headings preceding the text of sections of this Lease are for convenience only and shall not be deemed part of this Lease.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR:

_____

_____ By:_____

WITNESS Name: _____

Its:_____

Date: _____

LESSEE:

_____

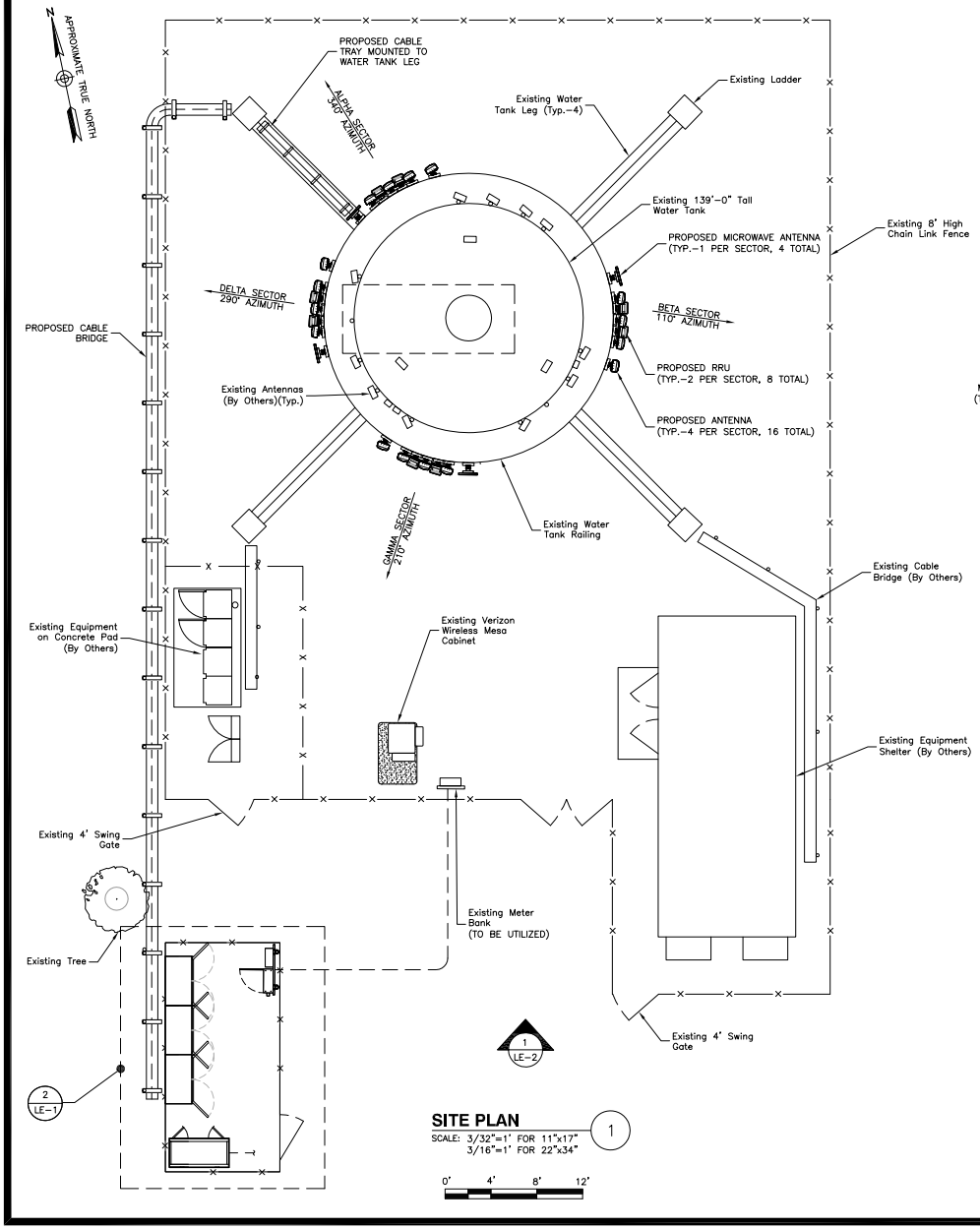
_____ By:_____

WITNESS Name: _____

Its: _____

Date:_____

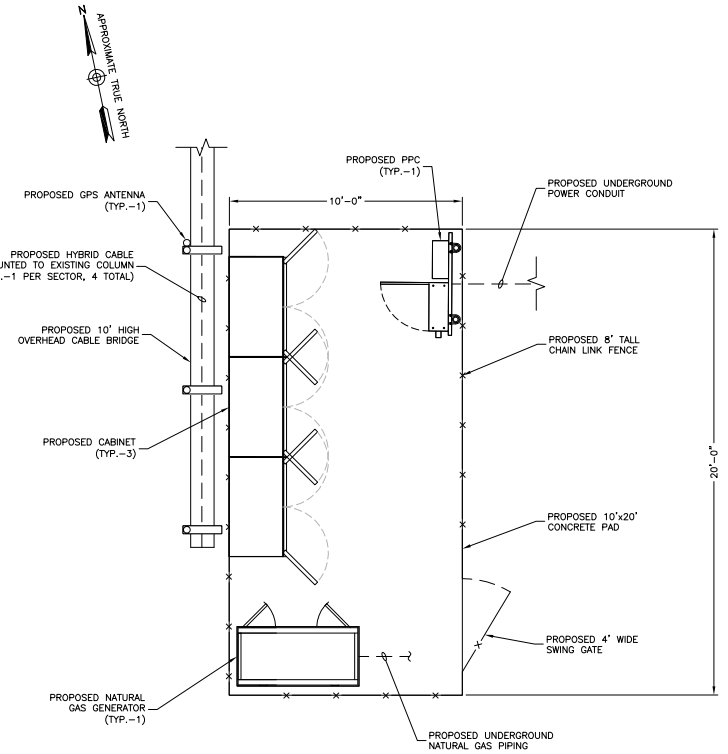
EXHIBIT A



SITE PLAN 1

SCALE: 3/32"=1' FOR 11"x17"
3/16"=1' FOR 22"x34"

0' 4' 8' 12'



PROPOSED EQUIPMENT LAYOUT 2

SCALE: 3/16"=1' FOR 11"x17"
3/8"=1' FOR 22"x34"

0' 2' 4' 6'

NJ08761

LEASE EXHIBIT

C	09/27/18	PER COMMENTS
B	08/22/18	PER COMMENTS
A	08/17/18	ISSUED FOR REVIEW

Dewberry®
Dewberry Engineers Inc.
600 PARSIPPANY ROAD
SUITE 301
PARSIPPANY, NJ 07054
PHONE: 973.739.9400
FAX: 973.739.9710
COA 24GA28047600

JIANG YU, P.E.
NJ LICENSE NO. 24GE04561600

IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

DRAWN BY:	JC
REVIEWED BY:	JWS
CHECKED BY:	GHN
PROJECT NUMBER:	50048435
JOB NUMBER:	50086847
SITE ADDRESS:	

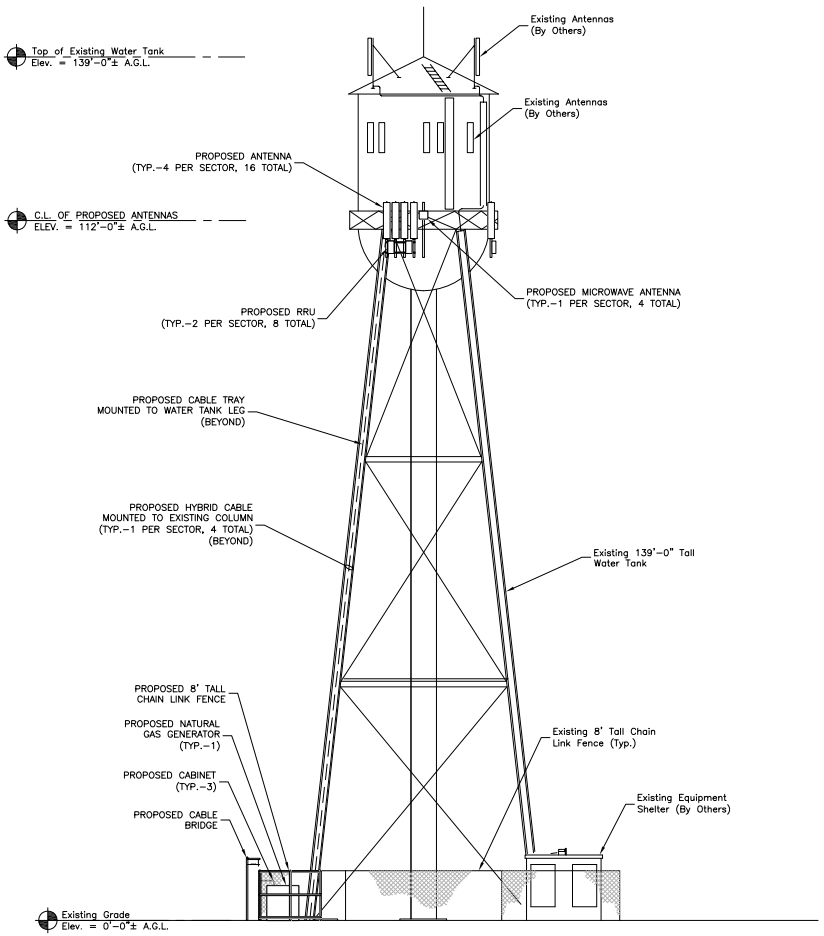
ROOSEVELT
NJ08761
35 NORTH VALLEY RD
ROOSEVELT, NJ 08555
MONMOUTH COUNTY

SHEET TITLE

SITE PLAN

SHEET NUMBER

LE-1



SOUTH ELEVATION 1

SCALE: 1"=20' FOR 11"x17"
1"=10' FOR 22"x34"

0' 10' 20'

NJ08761

LEASE EXHIBIT

C	09/27/18	PER COMMENTS
B	08/22/18	PER COMMENTS
A	08/17/18	ISSUED FOR REVIEW

Dewberry®
Dewberry Engineers Inc.
600 PARSIPPANY ROAD
SUITE 301
PARSIPPANY, NJ 07054
PHONE: 973.739.9400
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COA 24GA28047600

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MONMOUTH COUNTY

SHEET TITLE

SOUTH ELEVATION

SHEET NUMBER

LE-2