

# **THE TOWNSHIP OF LIVINGSTON, NEW JERSEY AND THE TOWNSHIP OF WEST ORANGE, NEW JERSEY LICENSE AGREEMENT**

This License Agreement (the "Agreement") is dated as of April \_\_\_\_, 2010, and entered into by and between the **Township of Livingston**, New Jersey (the "Licensor"), a New Jersey Municipal Corporation and the **Township of West Orange**, New Jersey (the "Licensee"), a New Jersey Municipal Corporation.

## **RECITALS**

**WHEREAS**, the Licensor owns certain real property located at Chetwynd Terrace, Livingston, New Jersey (the "Property"), upon which Licensor has a water tower (the "Tower").

**WHEREAS**, the Licensee desires to use a portion of the Property and the Tower for the installation, use and maintenance of Licensee's communication system equipment; and

**WHEREAS**, the Licensor is willing to permit said use of a portion of the Property and the Tower in accordance with the terms below.

## **AGREEMENT**

Now, therefore, it is hereby agreed by and between the parties as follows:

1. **Use of the Property**

The Licensee shall be permitted to use a portion of the Property and the Tower for the installation and operation of its communications equipment, the components of which are set forth in **Exhibit "A"** hereto and related purposes. The Licensee shall not be permitted to use the Property and Tower for any other purpose except by prior written consent from the Licensor.

2. **Term**

This Agreement shall take effect upon the approval thereof by the Livingston Township Council and shall continue for a period of twenty (20) years, cancelable by either party at any time upon ninety (90) days written notice to the other party. Upon the expiration of the initial term, this Agreement shall be extended for five (5) additional years upon terms and conditions mutually agreeable to the parties hereto.

3. **Fees and Charges**

There shall be no fees, utility charges or rental charges for the Licensee's use of a portion of the Property and the Tower, provided however, in consideration for the use, the Licensee will continue to provide to the Licensor, at no charge, use, service and access to communication system equipment installed by the Licensor at Marcella Avenue, West Orange consistent with the terms set forth in the Service Agreement annexed hereto as **Exhibit "B"**.

4. **Maintenance**

The Licensor will repair and maintain the Property and the Tower, except for the Licensee's installed equipment which the Licensee will repair and maintain at its own cost. Licensor shall maintain the Property free from deposits of refuse, debris, garbage, waste and all other objectionable materials.

5. **Access**

The Licensor shall provide the Licensee access to that portion of the Property and the tower at all times necessary for the uses authorized herein.

6. **Interference**

In the event Licensor determines that the operation of the equipment installed by Licensee causes interference to transmission and/or reception of any other communications systems in use at the Property and Tower, Licensor shall advise Licensee thereof in writing, and Licensee promptly shall take all steps necessary to eliminate said interference.

7. **Indemnity**

Licensee hereby indemnifies and holds harmless Licensor, its elected officials, officers, employees and agents, from and against any and all liabilities, claims, judgments, costs, damages and expenses of whatever nature which may be asserted against, incurred or sustained by them or any of them, as a result of any act committed or omitted to be committed by Licensee or any employee, contractor or agent acting on its behalf arising from or relating to Licensee's use of the Property and/or Tower, or its operation thereon.

8. **Insurance**

Each party shall maintain its own property and liability insurance.

9. **Notices**

All notices which shall be given pursuant to this Agreement shall be in writing and delivered personally or transmitted through the United States Postal Service by registered or certified mail, postage pre-paid or by means of pre-paid overnight delivery service.

10. **Assignment**

This Agreement shall not be assigned by the Licensee without the express written consent of the Licensor.

11. **Severability of Provisions**

If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction to be void, voidable or unenforceable, such provision(s) shall be deemed severable from the remaining provisions of this Agreement and shall not affect the legality and validity of the remaining portions of this Agreement.

12. **Governing Law; Jurisdiction**

This Agreement shall be governed and construed by and in accordance with the laws of the State of New Jersey, without reference to its conflict of law principals. If suit is brought by a party to this Agreement, the parties agree that a trial of such shall be vested exclusively in the state courts of New Jersey in Essex County, or the United States District Court for the District of New Jersey.

13. **Advise of Displacement**

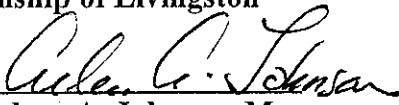
To the extent that the Licensor has actual knowledge thereof, the Licensor will inform the Licensee of any displacement of the licensee's equipment and facilities.

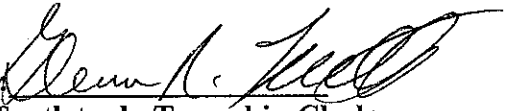
14. **Entire Agreement**

This Agreement contains the entire understanding between the parties with respect to the subject matter herein. There are no representations, agreements, or understandings, whether oral or written, between or among the parties relating to the subject matter hereof which are not fully expressed herein

In Witness Whereof the parties have executed this Agreement as of the date hereinabove set forth.

**Township of Livingston**

By:   
Arlene A. Johnson, Mayor

Witnessed:   
Glenn R. Turtleaub, Township Clerk

**Township of West Orange**

By: \_\_\_\_\_  
John F. McKeon, Mayor

Witnessed: \_\_\_\_\_  
Karen J. Carnevale, Township Clerk