

RA 100 Executive Drive LLC
 RA 200 Executive Drive LLC
 RA 10 Rooney Circler Owner LLC
 c/o RXR Realty, LLC
 51 JFK Parkway
 Short Hills, New Jersey 07078

May 26, 2015

In consideration of the request by Township of West Orange (hereinafter referred to as the "Township" or Licensee") to RA 100 Executive Drive LLC, RA 200 Executive Drive LLC and RA 10 Rooney Circle Owner LLC (collectively referred to as the "Owner") regarding use of the Owner's property located at Executive Drive, West Orange, New Jersey (the "Premises") for the sole and limited purpose of providing parking to or on behalf of the Township in connection with the Township's Downtown West Orange Alliance Annual Street Fair and related events including the Slide the City event ("Event") and the Owner's consent to same, the parties hereto agree as follows:

1. **Use of the Property.** The Event shall occur during the hours of 6 AM to 9 PM on June 6th 2015 and the Owner consents to the Township's use of the Owner's parking lots at the Premises during the hours of 6 AM to 9 PM.¹ The Township accepts the Premises as-is and acknowledges that the Owner does not make any representations and/or warranties as to the Premises or the fitness of the Premises. The Township shall not be permitted to alter the Premises in any manner whatsoever. The Owner shall not charge the Township any fee associated with the limited grant hereunder.
2. **Permits.** The Township represents that the Owner is not obligated to obtain any permits and/or approvals by any governmental authority prior to the Event and that the Owner is not participating in the Event in any manner whatsoever.
3. **Signage.** The Township shall be permitted to place or post signs on the Premises beginning on June 5, 2015 for the sole and limited purpose of notifying participants of the Event of parking availability. The Township shall remove any signage by June 8, 2015.
4. **Shuttle Buses.** The Township shall be permitted to arrange for shuttle buses to transport Event participants from the Premises to other sites related to the Event. It is agreed that the shuttle buses are or will be under the exclusive control of the Township.
5. **Indemnification.** The Township covenants and agree to fully protect, indemnify and save harmless and defend Owner and RXR Realty, LLC ("RXR") and their respective affiliates and subsidiaries (collectively, "Indemnified Parties"), and any of such party's, or the Building's, shareholders, directors, officers, agents, invitees, servants, contractors, members, partners, mortgagees, lessors and employees, from and against any and all loss, cost (including reasonable attorneys' fees and disbursements), damage, injury, liability claims, liens, demands, taxes, penalties, interest or causes of action of

¹ If the Event is rescheduled, and the Township and Owner mutually agree to the Township's use of the property for an alternative date, all terms and conditions set forth in this Agreement shall apply on the agreed upon alternative date.

every nature whatsoever in any manner arising out of or incident to or in connection with the Event and/or use of the Premises or the breach of this Agreement by the Township, its agents, employees, any participants, attendees, invitees or any third parties. The Township acknowledges and agrees that the covenant contained herein is a material inducement to the Owner in granting its consent to the Township hereunder and without this covenant, the Owner would not consent to the Township's use of the Premises

6. **Assumption of Liability.** The Township hereby acknowledges its assumption of full and complete responsibility and liability for all losses, claims, suits, actions, damages, fines, penalties, costs, expenses and liabilities arising from any circumstances even in circumstances wherein the Township's assumption of such responsibility and liability involves indemnification of indemnified party from the consequences of its own negligence acts. The Township hereby stipulates and agrees that no condition precedent to its indemnification obligation stated herein, whether by way of notice or otherwise, exists or shall constitute a defense to its obligation to defend, indemnify and hold harmless the indemnified parties in any circumstance.
7. **Insurance Coverage.** The Township shall maintain liability insurance with coverage limits reasonably acceptable to Owner and shall name the Owner and RXR and its affiliates and subsidiaries now or hereafter existing as additional insureds. In addition, any bus shuttle service engaged by the Township shall be required to maintain liability insurance with coverage limits reasonably acceptable to Owner and shall name the Owner and RXR and its affiliates and subsidiaries now or hereafter existing as additional insureds. Prior to the Event, the Township will provide a Certificate of Insurance evidencing such coverage.
8. **Revocation of Consent.** Owner shall have the right to withdraw its consent at any time for any reason.
9. **Non-Interference.** The Township, its agents, employees, any participants, attendees, invitees or any third parties shall use best efforts to avoid interfering with the normal operations of the office buildings located at the Premises (the "Office Buildings") and will use best efforts to minimize interference of the use of the Building and surrounding area by the tenants and occupants of the Building and agree to complete the Event within the scheduled time.
10. **Damage.** The Township shall promptly repair any and all damage to the Premises arising out of or in connection with the Township's use of the Premises and return the Premises to the same condition of the Premises immediately prior to the Township's use of same..
11. **Clean-Up.** The Township shall clean up all trash and debris from the Event by no later than 11:59 am on June 7, 2015.
12. **Use of Name.** The Township and any other entities affiliated with the Township may not use the name of the Owner, or its affiliated companies including RXR or the likeness or address of the Building (or any variation thereof) without Owner's express consent, which may be withheld in Owner's sole discretion.
13. **Traffic Control.** The Township covenants and agrees to cause sufficient traffic enforcement officials be present on the Premises to monitor and control traffic to ensure the safety of Premises.

Very truly yours,
RXR Realty, LLC, on behalf of
RA 100 Executive Drive LLC,
RA 200 Executive Drive LLC, and
RA 10 Rooney Circle Owner LLC

By: _____
Name:
Title:

AGREED, ACCEPTED and ACKNOWLEDGED:

Township of West Orange

By: _____
Name: Robert D. Parisi
Title: Mayor

cc: