270-26

LICENSE AGREEMENT

By and Between

The Township of West Orange, a New Jersey Municipal Corporation, whose address is 66 Main Street, West Orange, New Jersey (the "Township"),

And

Bethany Evangelical Free Church, whose address is 30 Ashwood Terrace, West Orange, New Jersey 07052 (the "Licensor" or "Church"),

And

Township of West Orange Board of Education (the "Board of Education") whose address is 179 Eagle Rock Avenue, West Orange, New Jersey 07052, (together with the Township and the Church, the "Parties.")

The above Parties hereby agree to the following terms and conditions of this agreement ("License Agreement").

1. **License Date and Effective Date of Agreement.** This License Agreement shall not be effective until the Township Council and the Board of Education approve this License Agreement and the Township Municipal Clerk receives a copy of this Agreement fully executed ("Effective Date").

2. **Description of Premises**. The premises licensed by the Licensor to the Township consists of certain parking spaces located on the easterly border of the property depicted as approximately 15-17 parking spaces at Block 125.02, Lot 331 on the Tax Map of the Township of West Orange, known as 30 Ashwood Terrace, West Orange, NJ 07052 (the "Premises"). The Premises licensed to the Township is approximately 11,118 square feet and is shown as highlighted in grey on the Site Plan (labeled as "Deed Description") annexed hereto as Exhibit **"A"** ("Parking Area") which shall include the parking spaces along the westerly side of the Parking Area along the brook, as well as the adjacent spots, the entrance, exit and access areas. Also attached as Exhibit **"A"** is the Deed Description of the Parking Area.

3. **Term.** The initial term of this License shall be for three (3) years with a commencement date beginning January 1, 2027 through December 31, 2030 (the "Initial Term").

4. **Renewal**. This License Agreement shall automatically renew for an additional three (3) year term (the "Renewal Term") from January 1, 2031 through December 31, 2034 unless the Township or Board of Education issues written notice advising the Church of its desire NOT to renew the License Agreement in the Township. Such notice of the decision NOT to renew the License Agreement must be provided to the Church least sixty (60) days before the end of the Initial Term.

5. **The Township's Use**. The Township shall be permitted to issue up to 18 permits to members of the public for overnight residential parking of cars within the Parking Area. Residential Parking Spaces shall be marked by signs paid for and installed by the Township at its sole expense.

6. **Parking Restrictions**. Parking within the Parking Area on the Church's property is prohibited as follows:

    a. Monday through Saturday from 9:00am to 7:00pm
    b. Sundays from 9:00am to 5:00pm
    c. during Religious Holiday Events hosted by the Church;
    d. during funerals hosted by the Church

During the events outlined in Paragraphs 5(a) and 5(b), the Township shall fully cooperate with the Church to insure the Church's services and other events are uninterrupted. To the extent necessary, the drop off and pick up locations for the Parking Area shall be modified.

7. **Revocable License.** The Parties agree that this Agreement is subject to and conditioned upon revocable license granted by the Board of Education permitting the Church parcel and Parking Area to exit *only* and make a right turn *only* onto School Drive to tum onto Main Street. The Township will pay for any and all costs of the improvements needed to cross over the Board of Education property and will pay for any future improvements and/or repairs to same or removal of same upon termination of this Agreement. The revocable license will terminate and expire contemporaneously with this Agreement or upon notice as set forth in paragraph 3 above.

8. **Fee and Insurance**. No fee shall be due to the Church. The Township agrees to maintain public liability insurance naming the Board of Education and the Church as named insured in an amount not less than one million ($l,000,000.00) dollars per occurrence and two million ($2,000,000.00) dollars in the aggregate. This License Agreement shall not be effective until the Board of Education and the Church receives the required proof of insurance. Any failure to timely renew the required insurance shall be deemed a default of this agreement subject to immediate termination.

9. **Non-Exclusive Usage**. The Township acknowledges and agrees that it shall not have exclusive use of the Premises during the term of the License Agreement. The Church may utilize the facilities at any time and for any purpose. The Township agrees that it will not interfere with the Licensor's use of the Premises.

10. **Indemnification.** The Township shall indemnify, hold harmless and defend the Board of Education from and against any and all costs, expenses, liabilities, losses, damages, suits, actions, fines, penalties, claims or demands of any kind and asserted by or on behalf of any person or governmental authority, including attorney's fees and costs, arising out of or in any way connected with this Agreement.

11. **Township's Care.** The Township will commit no act of waste, will take

good care of the Premises, and will comply with all laws, regulations, rules, and orders of any federal, state, or local government agencies or departments.

12. **Improvements.** Without the Church's and the Board of Education's written consent in advance, the Township shall not alter, add to, or improve the Premises. Any improvements made by the Township that constitute fixtures or cannot be removed without material harm to the Premises shall be the Church's property upon installation. All of the Township's personal property shall be removed by the Township before the termination or expiration of this License Agreement. The Township, at the same time, shall repair any damage done to the Premises in connection with the installation and removal of the improvements and the personal property. The Township shall surrender the Premises in the same condition as they were at beginning of this License Agreement, subject to reasonable wear and tear and damage caused by conditions or events beyond the Township's control except as to improvements. All improvements previously made by the Township including appropriate fencing on the westerly side of the Parking Area along the brook, dusk to dawn lighting to illuminate the Parking Area, signage, and appropriate moveable barriers (i.e., saw horses or similar) for use in separating the Parking Area from the basketball area, shall be maintained by the Township.

13. **Signage.** The Township shall maintain at its sole cost and expense, signage which has been pre-approved by the Church and already installed. The signage shall clearly designate the limited use of designated spaces and non-use on Sundays from 8:00 a.m. to 5:00 p.m. and for other Church events which may occur from time-to-time. No parking shall occur from 9:00 a.m. to 7:00 p.m. Monday through Saturday.

14. **Care and Maintenance of Premises.** The Township shall maintain the Premises in a neat and clean condition, in good order, and free of all garbage, waste, litter, and debris. The Township shall snow plow and salt the Parking Area during the hours of the Township's regular snow plowing operation for municipal parking lots regardless of what day of the week the snow event occurs (i.e., seven days/week). Thereafter, the Church will salt the entire parking lot including the Parking Area. The Church will shovel and salt all sidewalks at all appropriate times.

15. **Enforcement**. The Township through its Police department shall be authorized to enforce the limited use of the Parking Area as set forth herein. The Township shall number the designated parking space and is permitted to sell permits for neighborhood use of the spaces. All permit owners when purchasing a permit shall provide contact information, including cell phone numbers and e-mail addresses. The Township shall provide this information to the Church. The Church shall be authorized and permitted to communicate directly with all permit parking owners concerning any parking issues, including the requirement to close the lot for periodic special events with reasonable notice as practicable as possible. If any permit holder violates the hours of operation or any other aspects of this Agreement on three (3) occasions, their permit shall be revoked, null and void. The Church shall contact the Police Department at 973-325-4000 in the event any enforcement is needed. The Church understands that the Township cannot tow cars until 48 hours' notice has been issued, but the

Township shall issue summonses and enforcement as appropriate. To the extent that the Church sends any emails to permit holders, the Township shall be copied.

16. **Default.** If any Party fails to comply with any term and condition herein, any Party may terminate this License Agreement on thirty (30) days' notice.

17. **Township May Cure Defaults.** If the Township defaults in the performance of any covenant or condition of this License Agreement, the Township may, on reasonable notice to the Church and Board of Education (except that no notice need be given in case of emergency), cure the default. The Township shall have reasonable opportunity to cure any default.

18. **Notices.** Any notice by any Party to the others shall be in writing and shall be deemed to be properly given only if delivered personally (a) if to the Licensor, at 30 Ashwood Terrace, West Orange, NJ 07052; (b) if to the Township, at the Township's address set out in this Agreement; (c) if to the Board of Education, at Business Administrator, 179 Eagle Rock Avenue, West Orange, NJ 07052 or (c) at such addresses as the Licensor or the Township from time to time may designate in writing. Notice shall be deemed to have been given upon delivery if delivered personally, and if mailed, upon the third day after the date of mailing.

19. **No Representations.** No Party has made any representations or promises, other than those contained in this License Agreement or in some further writing signed by the Party making the representation or promise.

20. **No Covenant of Quiet Enjoyment.** The Township acknowledges and agrees that it has no entitlement to quiet enjoyment of the Premises and reiterates that the Church shall maintain the absolute right to access the premise at any time and for any purpose.

21. **Waiver of Jury Trial.** To the extent waiver is permitted by law, the Parties waive trial by jury in any action or proceeding brought in connection with this License Agreement or any claims regarding the Premises. Any action must be venued in Superior Court of New Jersey, Essex County.

22. **Captions.** The captions in this License Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this License Agreement or any of its provisions.

23. **No Assignment.** The Township is not permitted to assign any aspect of this License Agreement to any entity or person without the express written consent of the Church and/or Board of Education which consent may be withheld by the Church, in its sole discretion.

24. **Compliance with All Governing Law.** This License Agreement is made with the intent to comply with all governing law. To the extent that any aspect of this agreement is deemed invalid or illegal such designation shall

operate as a termination as set forth in Paragraph 3 of this License Agreement.

25. **Agreement Binding on Successors, Representatives, and Assigns.** The provisions of this License Agreement shall apply to, bind, and inure to the benefit of the Township, the Board of Education, and the Licensor, their successors, legal representatives, and assigns. It is understood that the term "Licensor" as used in this Agreement means only the owner, or the mortgagees in possession, or the lessee for the time being, of the Premises, so that if the Premises are sold or leased or if the mortgagee takes possession of the Premises, the Parties shall be entirely freed and relieved of all covenants and obligations accruing after such sale, agreement, or taking of possession, and it shall be deemed without further agreement that the purchaser, the lessee, or the mortgage in possession has assumed and agreed to carry out any and all of the covenants and obligations.

The above terms and conditions of this lease agreement are hereby agreed to by and between the Parties executing below on this ___ day of _____, 2026.

BETHANY EVANGELICAL FREE CHURCH

By: ----------

_____
WITNESS

TOWNSHIP OF WEST ORANGE

ATTEST:

WEST ORANGE BOARD OF EDUCATION

ATTEST:

By: ----------

_____

EXHIBIT A

Deed Description & Map of the Premises

ZL LAND SURVEYING, LLC
20 LOMBARD DRIVE
WEST CALDWELL NEW JERSEY
*TEL: (973) **808-8488** FAX: (973) 244-5765*
CERTIFICATE OF AUTHORIZATION NO. 24GA2811800

Deed Description
Proposed License Agreement for Parking
Between the Township of West Orange and Bethany Evangelical
Free Church On Lot 331 Block 125.02
Township of West
Orange Essex County,
New Jersey

BEGINNING at a point on the southerly sideline of Ashwood Terrace (50 feet wide) distant 620.15 feet westerly along various course from the intersection of the southeasterly sideline of Ashwood Terrace with the southwesterly sideline of Cherry Street (50 feet wide) and running; thence

1. South 07° -09'-00" East, partly along the face of a one story church building, 51.63 feet to point; thence

2. Along the easterly edge of a concrete sidewalk, South 25°-50'-00" East 8.37 feet to an angle point; thence

3. Partly still along the same, South 07° -54'-30" East 100.60 feet to a point on the northerly striped line of a basketball court; thence

4. Along said striped line, South 83° -24'-00" West 3.80 feet to a point on the northwesterly corner and stripe of a basketball court; thence

5. Partly along the westerly striped line of the basketball court, South 06 °-50'-00" East 64.89 feet to a point on the southerly Lot line of Lot 331 Block 125.02; thence

6. Along said southerly lot line of Lot 125.02 Block 331, South 82 °-50'-00'West 50.00 feet to a point on the easterly edge of a stone and masonry wall on the easterly side of the North Branch of the Wigwam Brook; thence

7. Along said easterly edge of the stone and masonry wall, North 06 °-46'-00" West 161.94 feet to a point on the westerly lot line of Lot 125.02 Block 331; thence

8. Along said westerly lot line, North 03 °-02'-00" East 64.08 feet to a point on the aforesaid southerly sideline of Ashwood Terrace; thence

9. Along said southerly sideline of Ashwood Terrace, North 82 °-50'-00" East 37.73 feet to the point of BEGINNING.

Containing an area of 11,118 square feet more or less.

Date: September 23, 2019

Zdravko Lu[illegible]
Professional Land Surveyor
N.J. Lie. No. 36260