

## **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**

**The County of Essex, New Jersey**, whose address 465 Dr. Martin Luther King, Jr. Boulevard, Newark, New Jersey (the "County," and together with the Township, the "Parties").

### **Recitals**

**WHEREAS**, the County owns and administers the Eagle Rock Reservation (the "Property"), upon which exists a tower suitable for the manner of use set forth herein (the "Tower"); and

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

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

### **Agreement**

The above Parties hereby agree to the following terms and conditions of this license agreement.

#### **1. Use of the Property**

The Township 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 Township shall not be permitted to use the Property or Tower for any other purpose except by prior written consent from the County.

#### **2. Term**

This Agreement shall take effect upon execution, and shall thereafter continue for a period of 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.

#### **3. Fee and Charges**

There shall be no fees, utility charges or rental charges for the Township's use of a portion of the Property and Tower.

#### **4. Maintenance**

The County will repair and maintain the Property and the Tower, except for the Township's installed equipment, which the Township will repair and maintain at its own cost.

The County shall maintain the Property free from deposits of refuse, debris, garbage, waste and all other objectionable materials.

**5. Access**

The County shall provide the Township with access to that portion of the Property and the Tower at all times necessary for the uses authorized herein.

**6. Interference**

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

**7. Indemnity**

The Township hereby indemnifies and holds harmless the County, 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 or omission by the Township or any employee, contractor or agent acting on its behalf arising from or relating to the Township'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 issued 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 Township without the express written consent of the County.

**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 by and construed in accordance with the laws of the State of New Jersey, without reference to 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. Notice of Displacement**

To the extent that the County has actual knowledge thereof, the County will inform the Township of any displacement of the Township'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 WEST ORANGE**

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ROBERT D. PARISI, MAYOR

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ATTEST: Karen J. Carnevale, R.M.C.

**COUNTY OF ESSEX**

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WITNESS: