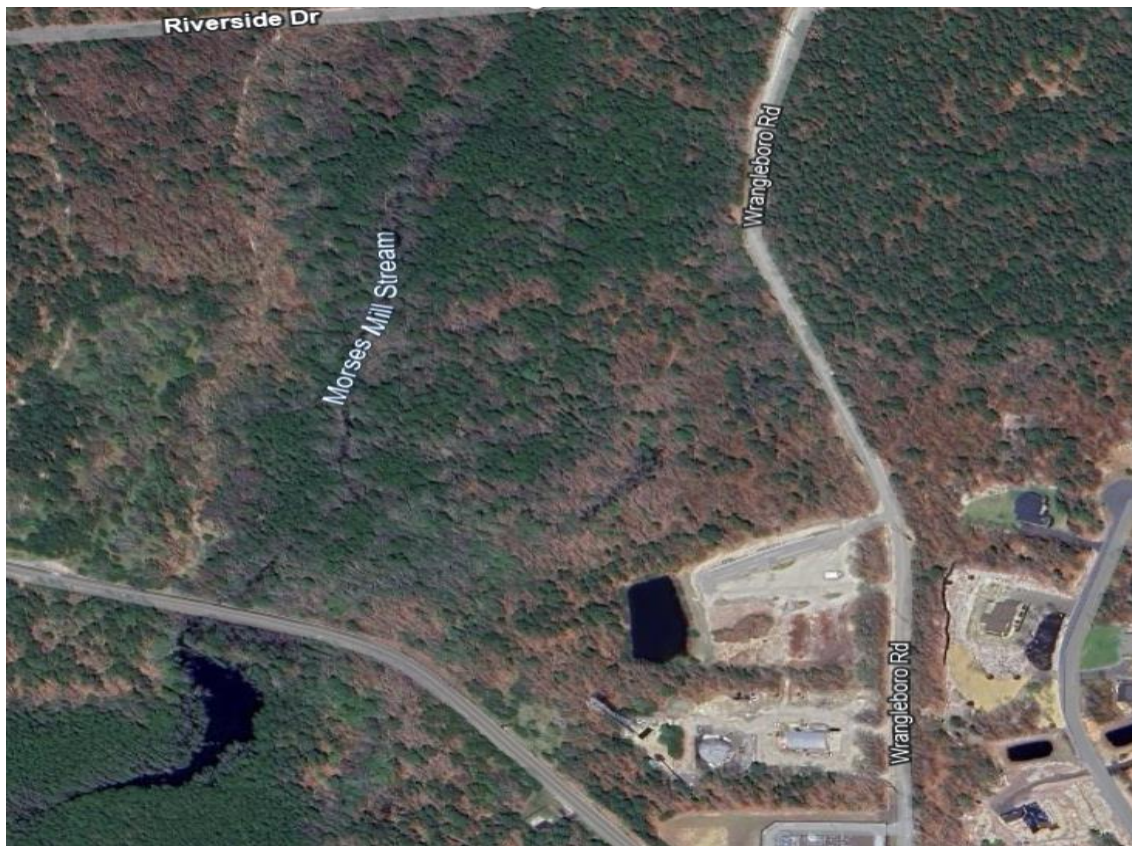


**SPECIFICATIONS AND BID MATERIALS
FOR
LEASE OF A PORTION OF MUNICIPALLY OWNED PROPERTY LOCATED AT
WRANGLEBORO ROAD AND RIVERSIDE DRIVE
BLOCK 38, LOTS 1 & 2
CITY OF PORT REPUBLIC
ATLANTIC COUNTY
NEW JERSEY
MAYOR AND COUNCIL - 2025**



FOR ADDITIONAL INFORMATION CONTACT:

**Brandy M. Blevin, RMC, CMR
City Clerk
Port Republic City Hall
143 Main Street
Port Republic, New Jersey 08241
(609) 652-1501
brandy@portrepublicnj.org**

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NOTICE TO BIDDERS

CITY OF PORT REPUBLIC
143 Main Street
Port Republic, New Jersey 08241
(609) 652-1501

PLEASE TAKE NOTICE that on Friday, November 14, 2025 at 10:00 a.m. prevailing time, in the Council Chambers of the City Hall, 143 Main Street, Port Republic, NJ 0824, the City of Port Republic will receive sealed bids for the following: Lease of a portion of municipally owned real property located at Riverside Drive and Wrangleboro Road (Block 38, Lots 1 & 2) for a term of five (5) years with four (4) five (5)-year optional extensions. The base rent for the first year of the initial term of the lease is Fort-Five Thousand Dollars (\$45,000.00) with the rent for each subsequent year of the term, initial or optional extension, to be 103% of the rent of the prior year.

The City of Port Republic is seeking to Lease a portion of municipally owned property located at Riverside Drive and Wrangleboro Road (Block 38, Lots 1 & 2), Port Republic, NJ (the "Property"). The Lease will allow for the use of the Property for the purposes of maintaining and operating communications facilities and uses incidental thereto.

The General Information for Bidders, Specifications and other bidding materials have been filed in the office of the City Clerk and may be obtained therefrom between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday. The bidding documentation also is available by clicking on the link provided at www.portrepublicnj.org.

Bids on the Lease must be enclosed in a sealed envelope and plainly marked with the identity of the contract (*e.g.*, "Bid For Lease of a portion of City-Owned Property at Riverside Drive and Wrangleboro Road (Block 38, Lots 1 & 2)") and the envelope shall contain the name and address of the prospective tenant. No bidder may withdraw his, her or its bid within sixty (60) days after the actual date of the opening thereof.

When the successful bidder is one of the following types, the following persons shall individually guarantee the payment of the rents: (a) In case of a partnership, all general partners owning 10% or more of the partnership; (b) In case of a corporation, the shareholders owning 10% or more of the stock of the corporation; (c) In case of an individual, the individual; (d) In the case of a limited liability company, all members owning 10% or more of the company. The successful bidder shall supply these names with its bid.

Bidders are required to comply with the requirements of N.J.S.A. 10:5-31, *et. seq.* and N.J.A.C. 17:27 (Contract Compliance and Affirmative Action for Public Contracts). The statutory and regulatory language of those statutes and administrative regulations are incorporated into the specifications and the lease with the successful bidder by reference.

Bidders are required to comply with the requirements of the Public Law, 1975, C.127 N.J.S.A. 34:11-56.25 *et. seq.* as amended in Chapter 64 of the Laws of 1974 and P.L. 1977 Ch.

33, N.J.S.A. 52:25-24.2 which requires a statement setting forth the names and addresses of all stockholders in the prospectively contracting corporation or partnership who own 10% or more of its stock, of any class, or of all individual partners in the prospectively contracting partnership who own 10% or greater interest therein, as the case may be. For the purpose of this requirement, a limited liability company will be deemed a partnership.

A bidder to whom a Lease is to be awarded will be required to submit a New Jersey Business Registration Certificate pursuant to the requirements of N.J.S.A. 52:32- 44 prior to adoption by the City Council of the resolution awarding the Lease.

Bidders are required to comply with the requirements of P.L. 2012, c.25 and N.J.S.A. 40A:11-2.1 which require that any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract with a local contracting unit must complete a certification attesting, 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 or maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran.

Bidders are required to comply with the requirements of N.J.S.A. 19:44A-20.27. Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC), if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary. Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.

The Lease shall be awarded to the responsible bidder bidding the highest bid therefore. City Council reserves the right to reject any and all bids or to waive any irregularities or informalities as may be permitted by law.

Dated: Oct. 30, 2025

BY ORDER OF
THE MAYOR AND CITY COUNCIL
s/ Brandy M. Blevin
Brandy M. Blevin, RMC, CMR
City Clerk

SPECIFICATIONS & GENERAL INFORMATION

FOR

LEASE OF THE CITY OWNED PROPERTY LOCATED AT

WRANGLEBORO ROAD AND RIVERSIDE DRIVE

PORTION OF BLOCK 38, LOTS 1 & 2

PORT REPUBLIC, NEW JERSEY

- I. Introduction.** As authorized by City Council Resolution #71-2025 adopted August 12, 2025, and in accordance with the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et. seq., the City of Port Republic, in the County of Atlantic, is soliciting bids from a qualified company or persons to lease a portion of the existing municipally-owned, property located at Riverside Drive and Wrangleboro Road (Block 38, Lots 1 & 2), Port Republic, NJ (the “Property”). The City desires to lease the Property to a company or person (the “Tenant”) who is qualified, willing and able utilize the Property for the purposes of maintaining and operating communication facilities and uses incidental thereto. Enclosed with these Specifications is the form of Lease that will be utilized. The Lease outlines the definitions, rights to be granted to the Tenant, term of the Lease, use of the Property, security deposit, rent, Tenant’s operations, acceptance of the Property, indemnity and hold harmless, quiet enjoyment, taxes and utilities, assignment, rights of Landlord, condition of the Property, insurance, default/eviction/attorney’s fees and all other terms and conditions to which the Tenant shall be bound.
- II. Invitation to Bid.** Sealed Bids are requested, on the Bid Form attached herewith, by the City of Port Republic, Atlantic County, New Jersey for: Lease of a portion of City-Owned Property Located at Riverside Drive and Wrangleboro Road (Block 38, Lots 1 & 2), Port Republic, NJ.
- III. Submitting or Delivery of Bids.** Bids must be submitted prior to the time designated in the Notice to Bidders for receipt and opening of bids, and may be submitted either by mail or in person by the bidder or his agent.

Bids must be enclosed in sealed envelopes bearing the name and address of the bidder and shall be marked “**Bid For Lease of a portion of City-Owned Property located at Riverside Drive and Wrangleboro Road (Block 38, Lots 1 & 2)**” and shall be addressed to the City Clerk, City of Port Republic, City Hall, 143 Main Street, Port Republic, New Jersey 08241.

The City of Port Republic reserves the right to reject any or all bids and to waive such informalities as may be permitted by law.

- IV. Time and Place for Acceptance of Bids.** The City has designated the City Clerk as the person authorized to receive all bids for the City of Port Republic prior to the time designated in the Notice to Bidders.

All bids must be submitted, in sealed envelopes, to the City Clerk of the City of Port Republic, City Hall, 143 Main Street, Port Republic, New Jersey 08241, either by mail or in person by the bidder or his agent prior to November 14, 2025 at 10:00 a.m., prevailing time.

The City Clerk will record the date and time of receipt of all bids on the sealed envelope. The bids will then be publicly opened and read aloud. No bids will be received after the time designated for their receipt.

- V. Bid Form.** All bids must be submitted on the Bid Form attached herewith and no substitutions or alterations to the Bid Form will be accepted. Bid price must be filled in, in ink, or typewritten.

- VI. Non-Collusion Affidavit; Bid Security; Guarantee.**

a. **Non-Collusion Affidavit (N.J.S.A. 52:34-15).** The Non-Collusion Affidavit, which is part of the specifications, shall be properly executed and submitted with the bid.

b. **Bid Security.** The City will not require a bid bond or other form of bid security.

c. **Performance Guarantee.** The City will not require a Performance Guarantee.

- VII. Highest Qualified Bidder.** The minimum base rent for the first year of the initial term is \$45,000.00. The Lease will be awarded to the responsible bidder whose bid is the highest number of dollars that meets or exceeds the threshold minimum base bid.

- VIII. Awarding of Lease.** All bids will be reviewed and the Lease will be awarded within thirty (30) days of the opening of bids and notification of award will be forwarded to the successful bidder. Subsequent to notification of award, but prior to execution of the Lease, the successful bidder is required to submit a completed New Jersey Employee Information Report (Form AA302) or authorized equivalent. The successful bidder will be required to execute the Lease, a copy of which is attached to this bid package, within fifteen (15) calendar days thereafter. No bidder may withdraw his bid within thirty (30) days after the actual date of the opening thereof.

- IX. Obligation of Bidder.** At the time of the opening of bids, each bidder will presumed to have read and to be thoroughly familiar with the contents of the Notice to Bidders, the Specifications and General Information for Bidders, the Lease and all other bidding

documents. The failure or omission of any bidder to receive or examine any form, instrument, or document, shall in no way relieve any bidder from any obligation with respect to his bid.

- X. Bidder's Qualifications.** Bidders shall submit the Statement of Bidder's Responsibility included with these Specifications and the City of Port Republic will make such investigations as it deems necessary to determine the responsibility of the bidder and the bidder shall furnish the City of Port Republic all such information as may be requested by the City of Port Republic notwithstanding the fact that release of such information to the City of Port Republic may result in the disqualification of the bidder and his bid.

The City of Port Republic reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the City of Port Republic that such bidder properly is qualified to carry out the obligations of the Lease.

- XI. Signing of Bid Form.** The Bid Form shall be signed by the individual, limited liability company, corporation, or partnership to be bound by the Lease and shall contain their addresses, and if a partnership or limited liability company, the names of all partners or members, as the case may be. **If bidding documents are signed on behalf of a corporation or limited liability company then the bidder shall supply a corporate resolution or a company resolution, as the case may be, authorizing the person signing the documents to sign the documents on behalf of the corporation or company. THE FAILURE TO SUBMIT SAID RESOLUTION MAY RESULT IN REJECTION OF THE BID.**

- XII. New Jersey Business Registration Certificate; Ownership Disclosure Statement; Disclosure of Investment Activities in Iran.**

- a. **New Jersey Business Registration Certificate.** Business organizations or individuals doing business in New Jersey are required to register with the Department of Treasury, Division of Revenue. Under the provisions of N.J.S.A. 52:32-44b(1), contractors shall provide the City of Port Republic a copy of their New Jersey Business Registration Certification prior to award of a lease by City Council. Therefore, it is strongly recommended that prospective contractors include with their bid a copy of their New Jersey Business Registration Certificate at the time that their bid is submitted to the City.
- b. **Ownership Disclosure Statement.** Prospective tenants are required to comply with the requirements of the Public Law, 1975, C.127 N.J.S.A. 34:11-56, 25 et. seq. as amended in Chapter 64 of the Laws of 1974 and P.L. 1977 Ch. 33, N.J.S.A. 52:25-24.2 which requires a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock, of any class, or of all individual partners in the partnership who own 10% or greater interest therein, as the case may be. An Ownership Disclosure

Statement is annexed.

- c. **Disclosure of Investment Activities in Iran.** Prospective tenants are required to comply with the requirements of P.L. 2012, c.25 and N.J.S.A. 40A:11-2.1 which require that any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract with a local contracting unit must complete a certification attesting, 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 or maintained by the New Jersey Department of the Treasury as a person or entity engaging in investment activities in Iran. A Certification is annexed.

XIII. Termination of Lease. Failure on the part of the Tenant to comply with any of the provisions as set forth in all documents attached hereto, shall be sufficient cause for the termination of the Lease, and in such case, the Tenant shall receive a notice of termination of Lease

In the event of death of an individual tenant, dissolution of a corporation or partnership, bankruptcy, insolvency, or appointment of a receiver, the City of Port Republic may declare said Lease is terminated.

XIV. Insurance. As a condition precedent to the Port Republic's obligation to execute the Lease, the Tenant is required to submit evidence (consisting of Certificates of Insurance and/or copies of the insurance policies with all endorsements) satisfactory to Port Republic showing that the Tenant has obtained all insurance coverage required under the terms and conditions of the Lease, as more specifically set forth therein. Neither the Tenant nor any of the Tenant's agents or employees are permitted to occupy the Property pursuant to the Lease unless all the insurance required by the Lease is in effect.

Nothing contained herein or in the Lease shall be construed as limiting the extent of the Tenant's liability for claims or damages resulting from or related to the Tenant's operations under the Lease.

All insurance required hereunder (except Workers' Compensation Insurance policies) shall include the interests of Port Republic as an additional insured on such policies. The Tenant waives all rights against Port Republic in such policies for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as an additional insured.

The Tenant acknowledges that Port Republic has insurable interests in the Lease under the Tenant's insurance policies.

The Tenant shall purchase and maintain, at its sole expense, insurance as will provide

protection from claims and liabilities which may arise out of or result from Tenant's performance of Tenant's obligations under the Lease, whether it is to be performed or furnished by Tenant or by anyone for whose acts the Tenant may be liable, with companies satisfactory to Port Republic, as more specifically set forth in the Lease to which these Specifications are a part.

XV. Lease Term. The term of Lease begins upon the Effective Date of the Lease and ends five-years thereafter, unless extended pursuant to the terms of the Lease.

XVI. Bidding Documents Checklist.

- _____ Bid Form (with corporate resolution or limited liability resolution, if necessary; see par. XI)
- _____ Ownership Disclosure Statement
- _____ Non-Collusion Affidavit
- _____ Bidder's Experience/Statement of Responsibility
- _____ Certification Regarding Investment Activities in Iran
- _____ New Jersey Business Registration Certificate (to be provided prior to execution of contract)

Where a form is provided by the City of Port Republic with these Bid Specifications, bidders are required to utilize the form supplied and substitutions will not be accepted. If more space is needed to complete any form that is supplied than has been provided in the form, then extra pages are to be attached to the form for which extra space is needed. **Failure to use a form that is provided by the City of Port Republic shall result in rejection of the bid.**

BID FORM

To: City Clerk
City of Port Republic
143 Main Street
Port Republic, NJ 08241

THE UNDERSIGNED, HAVING READ THE ADVERTISEMENT, GENERAL INFORMATION FOR BIDDERS AND BID SPECIFICATIONS, WILL COMPLY WITH ALL OF THE TERMS, COVENANTS AND AGREEMENTS SET FORTH THEREIN IF AWARDED A LEASE. FOR THE AMOUNT(S) SET FORTH BELOW, THE UNDERSIGNED WILL EXECUTE A LEASE WITH THE CITY OF PORT REPUBLIC IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THE SPECIFICATIONS AND THE OTHER DOCUMENTS RELATING THERETO.

To Lease a portion of the City Owned Property Located at Riverside Drive and Wrangleboro Road (Block 38, Lots 1 & 2).

The Undersigned Bidder promises to pay \$_____.**.00 for the first year of the initial term with the rent for each subsequent year of the term, initial or optional extension, to be 103% of the rent for the prior year.**

TOTAL IN WORDS: _____ Dollars in annual base rent for the first year of the initial term with the rent for each subsequent year of the term, initial or optional extension, to be 103% of the rent for the prior year.

Date: _____

Name of Firm or Individual: _____
Street Address: _____
City, State, Zip Code: _____
Telephone Number: _____
Email: _____
Federal EIN or
Social Security No. _____

The undersigned bidder acknowledges and agrees that said bidder has received, read, understood and shall comply with all of the provisions of the Lease and bid specifications. In addition, the undersigned bidder acknowledges receipt of the following Addenda:

Addendum No.

Dated

IN WITNESS WHEREOF the bidder has signed this bid form or has caused this bid form to be signed by the bidder's duly authorized representative.

[Signature lines on following pages]

THIS PAGE FOR USE BY CORPORATIONS

**Signing of bid on behalf of corporation (principal executive officer and secretary).
Affix corporate resolution authorizing said individual to sign documents such as this bid
form on behalf of corporation. Affix corporate seal to all attached resolutions and to this
bid form.**

Attest:

Name of Corporation

By: _____

(Print or type name of attesting witness)

(Print or type name of officer)

Date: _____

This Page For use by partnership or Limited Liability Companies

Signing of bid form on behalf of partnership or limited liability company by a general partner or an authorized member. If bid form is signed on behalf of a limited liability company, affix company resolution authorizing said individual to sign documents such as this bid form on behalf of the company.

Witness:

Name of Partnership or Limited Liability
Company

By: _____

(Print or type name of witness)

(Print or type name of general partner or
Authorized member)

Date: _____

This Page for Use by Individuals

Signing of bid form by individual proprietor.

Witness:

(Print or type name of witness)

(Print or type name of individual proprietor)

Date: _____

STATEMENT OF OWNERSHIP DISCLOSURE
N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all proposal submissions. Failure to submit the required information is cause for automatic rejection of the proposal.

Name of
Organization: _____

Organization
Address: _____

Part I Check the box that represents the type of business organization:

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- ☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- ☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)
- ☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)
- ☐ Other (be specific): _____

Part II

- ☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
---------------------------------------	--

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a Respondent has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II other than for any publicly traded parent entities referenced above. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. Attach additional sheets if more space is needed.

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the Respondent; that the City of Port Republic is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the City of Port Republic to notify the

City of Port Republic in writing of any changes to the information contained herein; 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 am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the City of Port Republic to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

STATE OF NEW JERSEY :
 : SS.
COUNTY OF _____ :

I, _____, being duly sworn, depose and say:
(Name of Affiant)

1. I am the bidder submitting the bid proposal for the: **Lease of a portion of Riverside Drive and Wrangleboro Road (portion of Block 38, Lots 1 & 2).**
2. I have 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 aforementioned bid proposal.
3. All statements contained in said bid proposal and in this affidavit are true and correct and made with full knowledge that the City of Port Republic will rely upon the truth of the statements contained in this affidavit and in said bid proposal in awarding the concession contract.
4. I further warrant that no person or selling agency has been employed or retained to solicit or secure such concession upon an agreement or understanding for a commission, percentage brokerage or contingent fee.

Name: _____

Signature: _____

Date: _____

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

Notary Public of _____
My Commission expires _____, _____.

**STATEMENT OF BIDDER'S QUALIFICATIONS, EXPERIENCE AND
FINANCIAL ABILITY**

AFFIDAVIT

STATE OF _____ :
: SS.
COUNTY OF _____ :

I, _____, am the _____
(Name of Affiant) (Identify relationship to Bidder:e.g.,
Owner Partner, President or other
Corporate Officer)
of _____, and, being duly sworn, I depose and say:
(Name of Bidder)

1. All of the answers set forth in the Questionnaire are true and each question is answered on the basis of my personal knowledge.
2. All of the answers given in the Questionnaire are given by me for the express purpose of inducing the City of Port Republic to award to _____ the
(Name of Bidder)
Lease of a Portion of City-Owned Property at Wrangleboro Road and Riverside Road (Block 38, Lots 1 & 2), Port Republic, NJ on the basis of the bid proposal which is submitted herewith.
3. I understand and agree that the City of Port Republic will rely upon the information provided in the questionnaire in determining the bidder to be awarded the contract.
4. I also understand that the City of Port Republic may reject the proposal in the event that the answer to any of the following questions is false.
5. I do hereby authorize the City of Port Republic, or any duly authorized representative thereof, to inquire about or to investigate the answer to any questions provided in the questionnaire, and I further authorize any person or organization that has knowledge of the facts supplied in such statement to furnish to the City of Port Republic with any information necessary to verify the answers given.

Name of Firm or Individual Title: _____

Signature: _____

Date: _____

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

Notary Public of
My Commission expires _____, _____.

QUESTIONNAIRE

This Questionnaire must be filled out and submitted as part of the bid proposal for: **Lease of a Portion of City-Owned Property at Wrangleboro Road and Riverside Road (Block 38, Lots 1 & 2), Port Republic, NJ.** Failure to complete this form or to provide any of the information required herein shall result in rejection of the bid proposal. Answers should be typewritten or printed neatly in black or blue ink. Answers must be legible. Any answer that is illegible or unreadable will be considered incomplete. If additional space is required, the bidder shall add additional sheets and identify clearly the question being answered.

1. How many years (or months if less than one year) has the bidder been in business under its present name?

ANSWER:

2. List any other names under which the bidder, its partners or officers have conducted business in the past five years.

ANSWER:

3. Set forth the name of every municipality in New Jersey with which the bidder has entered into a contract, within the past three years, that is similar in nature to that

which is the subject of the present proposal. If the bidder has not entered into any such contracts with New Jersey municipalities then list the municipalities outside of New Jersey with which the bidder has entered into a contract, within the past three years, that is similar in nature to that which is the subject of the present proposal.

ANSWER:

4. Has the bidder, in any jurisdiction whatsoever, ever been named as a party to litigation that arose out of performance or non-performance of a contract that was similar in nature to that which is the subject of the present proposal? If the answer is "Yes," set forth the full caption of the litigation, including the names of all parties, the name of the court and jurisdiction wherein the litigation was instituted or venued, the docket number of the case and the name and address of the attorney that represented bidder in said litigation.

ANSWER:

5. Is the bidder's principal place of business located outside of the State of New Jersey? If the answer is "Yes," attach copies of any certificates or other documents that evidence authorization by the New Jersey Secretary of State to conduct business within the State of New Jersey.

ANSWER:

6. Set forth the names and address of three credit or bank references.

ANSWER:

7. If you have any additional remarks or comments that you think will assist the City of Port Republic in assessing bidder's ability to fully and completely perform all that would be required of bidder if awarded the contract that is the subject of the present proposal.

New Jersey Department of Transportation

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Bidx Proposal/Solicitation Number: _____ Bidder/Vendor: _____

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 and provide the certification below prior to award 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 Department of the Treasury as a person or entity engaging in investment activities in Iran. If the Department of Treasury finds a person or entity to be in violation of the principles which are the subject of this law, the Department of Treasury 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 bid:

☐ 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 below to the Department of Transportation under penalty of perjury.

PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

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

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, PLEASE SUBMIT A SEPARATE FORM FOR EACH ADDITIONAL ACTIVITY.

Name: _____ Relationship to Bidder/Vendor : _____

Description of Activities: _____

Duration of Engagement: _____

Bidder/Vendor Contact Name: _____ Contact Phone Number: _____

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any certification on behalf of the above-referenced person or entity. I acknowledge that the City of Port Republic 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 contracts with the City to notify the City 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 agreements(s) with the City of Port Republic and that the City at its option may declare contract(s) resulting from this certification void and unenforceable.

Title: _____ Date: _____

New Jersey Department of Transportation
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this

Full Name (Print):

Signature:

Title: _____

Date: _____

LEASE AGREEMENT

Between

THE CITY OF PORT REPUBLIC, a New Jersey municipality,

And

_____, a
_____.

PORTION OF WRANGLEBORO ROAD AND RIVERSIDE DRIVE

BLOCK 38, LOTS 1 & 2

CITY OF PORT REPUBLIC, NEW JERSEY

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WIRELESS COMMUNICATIONS LEASE AGREEMENT

This Non-Exclusive WIRELESS COMMUNICATIONS LEASE AGREEMENT (“**Agreement**”) is made by and between by and between the City of Port Republic, a New Jersey municipality with offices located at 143 Main Street, Port Republic, New Jersey 08241 (“**Landlord**”) and _____, a _____, having a mailing address of _____ (“**Tenant**”). In this Agreement, Landlord and Tenant each, individually, may be referred to as a “Party” and they collectively may be referred to as the “Parties.”

PREAMBLE

WHEREAS, the Landlord is the owner of the real property that is shown on the Tax Map of the City of Port Republic as Block 38, Lots 1 and 2 (the “**Property**”). The Property is depicted on Page 19 of the Port Republic Tax Map (**Exhibit “A”**); and

WHEREAS, the Property is developed with a telecommunications tower (the “**Tower**”);

WHEREAS, Tenant desires to lease space within the Property from the Landlord for the purposes of maintaining and operating wireless communication antennas upon the Tower, and uses incidental thereto; and

WHEREAS, the making and execution of this Agreement on behalf of the Landlord was authorized by Resolution #_____ which was adopted by the Landlord’s governing body on _____;

NOW THEREFORE, for and in consideration of the covenants, conditions and undertakings hereinafter described, and subject to each and every term and condition that is set forth in this Agreement, the Parties, each intending to bind itself, its successors and assigns, contract, covenant and agree as follows:

1. **Incorporation of Preamble.** The statements set forth above are true and accurate. All of the statements set forth above are repeated and are incorporated herein by this reference thereto as if each statement were set forth fully herein.
2. **Exhibits.** The following Exhibits are attached and are incorporated herein and are made a part hereof:

- a. **Exhibit A** – Tax Map of the City of Port Republic (Page 19) depicting Block 38, Lots 1 and 2

Exhibit B – Tenant's drawings depicting antennas and placements of same upon the Tower.

- 3. **Leased Premises & Use of Leased Premises.** Landlord hereby leases and grants to Tenant a parcel of land within the confines of the Property ("**Land Space**") which is approximately 100 ft. x 100 ft. in size which is sufficient for the installation, operation and maintenance of Tenant's wireless telecommunications antennas and related equipment ("**Equipment**"), together with a non-exclusive right for ingress and egress under and along a twenty (20') foot right-of way ("**the Right-of-Way**") on foot or motor vehicle, including trucks, and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along the Right-of-Way extending from the nearest public right-of-way to the Land Space; together with such additional space reasonably necessary for the installation, operation and maintenance of wires, cables, conduits and pipes (collectively, the "**Connections**") running between and among the various portions of the Property and to all necessary electrical, telephone, fiber optic and other similar support services located within the Property or the nearest public right of way; together with such additional space sufficient for Tenant's signage and/or barricades. To the extent feasible, Tenant shall locate all lines, wires, conduits and cables on existing poles extending from the public street that is adjacent to the Property into the Property. The Land Space, Right-of-Way, and Connections, if any, collectively constitute the "**Leased Premises.**"

In the event that as of the Effective Date (as hereinafter defined) of this Agreement any public utility is unable to use the Right-of-Way in order to supply public utility services required by Tenant's Equipment located within the Leased Premises, Landlord agrees to grant an additional right-of-way(s) either to the Tenant or to the public utility at no cost to the Tenant. Landlord agrees to grant Tenant or the utility provider the right to install such required utility services on, through, over and/or under the Property, in such location approved by Landlord, which approval shall not be unreasonably withheld or delayed. Landlord and Tenant stipulate that it is not unreasonable for

Landlord to withhold, delay, or condition consent for any future proposed modification to the Equipment that is installed within the Leased Premises where the modification would involve the Tenant occupying any additional space within the Leased Premises by more than ten percent (10%). Landlord also grants to Tenant the right, at Tenant's sole option, to cause the Property and Leased Premises to be surveyed by a New Jersey Licensed Professional Land Surveyor. Should such a survey be prepared, it shall then become Exhibit "C". The cost for such survey work shall be borne solely by the Tenant. Tenant shall not have the right to use the Leased Premises for any purposes other than as specifically set forth herein. Furthermore, this Agreement is a Non-Exclusive Agreement and nothing in this Agreement shall be interpreted as prohibiting Landlord from entering into a similar Agreement for the lease of space within the Property with any other person or entity, including any other person or entity that is a direct competitor of Tenant, provided such similar Agreement does not allow for interference with Tenant's use of the Leased Premises in any manner that is inconsistent with the rights granted to Tenant under the terms and conditions of this Agreement.

4. **Effective Date & Term; Renewal; Holdover.**

- a. **Effective Date & Term.** The "Effective Date" of this Agreement shall be the latest date on which this Agreement is executed by a Party. The "Term" of this Agreement shall be five (5) years and shall commence at 12:01 a.m., prevailing time, on the Effective Date.
- b. **Renewal.** The Term of this Agreement automatically shall be extended for four (4) additional five (5) year terms (the "**Renewal Terms**") unless Tenant terminates it at the end of the then current term by giving Landlord written notice of the intent to terminate at least six (6) months prior to the end of the Term of this Agreement.
- c. **Holdover.** If, after having given written notice to terminate this Agreement, Tenant remains in possession of the Leased Premises beyond the expiration of the Term of this Agreement, or if Tenant remains in possession of the Leased Premises beyond expiration of the Renewal Term, then Tenant shall be considered a holdover tenant and the tenancy shall be construed as a month-to-

month tenancy. The monthly rent payable by Tenant during the holdover period shall be equal to the last annual rental divided by twelve months and the result being multiplied by 150%. All other terms and conditions of this Agreement shall remain in full force and effect for so long as the Tenant remains as a holdover tenant.

5. **Rent; Additional Rent.**

- a. **Rent.** Rent for the first year of the Term of this Agreement shall be due as of the Effective Date of this Agreement. The rent for the first year of the Term of this Agreement shall be _____ (\$_____.__). The rent for each subsequent year of the Term of this Agreement shall be paid on the anniversary of the Effective Date and shall be equal to 103% of the rent payable during the immediately preceding year. Thereafter, all rental payments shall be paid in annual installments on or before the anniversary of the Effective Date to Landlord at the address set forth in Paragraph 23 below or to such other person, firm, or place as Landlord, from time to time, may designate in writing at least thirty (30) days in advance of any rental payment due date by Notice given in accordance with Paragraph 23 below. Upon agreement of the Parties, Tenant may pay rent by electronic funds transfer and in such event Landlord agrees to provide to Tenant bank routing information for such purpose upon request of Tenant. All rent due hereunder is guaranteed by the Tenant to Landlord in that Tenant may not terminate this Agreement and be released from its obligations hereunder unless Tenant is unable to operate its Equipment installation at the Leased Premises due to force majeure or condemnation or as a result of a termination due to Landlord's default which remains uncured beyond all applicable cure and grace periods or for reason outlined in Paragraph 9 below. For any Party to whom rental payments are to be made, Landlord, or any successor in interest of Landlord, hereby agrees to provide Tenant with: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms, if required; and (iii) other documentation to verify Landlord's, or such other

Party's, right to receive rent as is reasonably requested by Tenant. Tenant will pay Landlord a fee of \$50.00 for any check returned for any reason by Landlord's bank.

- b. **Additional Rent.** In the event that Tenant fails to pay any rent payment within the ten (10) days immediately following its due date then, in such event, Tenant shall be required to pay, as additional rent, a late charge in the amount of 10% of the overdue rent. Additionally, any rent payment more than fifteen (15) days overdue will bear interest, as additional rent, from the date due to the date of actual payment at the lesser of eighteen percent (18%) per annum or the highest lawful rate permitted by state or federal law.
 - c. **Additional Charges.** Any charges payable under this Agreement other than Rent shall be billed by Landlord to Tenant within twelve (12) months from the date the charges were incurred or due; otherwise the charges shall be deemed time-barred and forever waived and released by Landlord.
 - d. **One-Time Fee.** Tenant shall pay Landlord a one-time payment of \$5,000.00 due and payable within sixty (60) days of full execution of this Agreement on the Effective Date, to compensate Landlord for professional engineering and legal fees incurred in connection with the negotiation, drafting, and review of the Agreement and Tenant's Project Drawings.
6. **Access & Reimbursement for Landlord's Employees.** Landlord agrees to allow Tenant access to the Property in order to access the Leased Premises during ordinary business hours (8:00 a.m. – 4:30 p.m., Monday through Friday) for regular maintenance and repairs, and twenty-four (24) hours a day, seven (7) days a week for unscheduled emergency repairs and other emergency purposes.
- a. **Non-Emergency Access.** If Tenant requires access to the Property in order to access the Leased Premises for non-emergency purposes after ordinary business hours, including weekends and holidays, Tenant will give Landlord prior notice. Prior to accessing the Leased Premises, Tenant shall provide a minimum of 24 hour's e-mail and telephone notice to the Landlord's Designated Site Representative in order that a representative or

consultant of the Landlord may accompany Tenant on-site at the Property. As of the Effective Date, Landlord's "Designated Site Representative" is: Brandy M. Blevin, RMC, CMR, City Clerk, (609) 652-1501, brandy@portrepublicnj.org. Landlord reserves the right to change the name and/or contact information of the Designated Site Representative upon prior written notice to the Tenant. All personnel who will be accessing the Leased Premises on behalf of Tenant must carry proper identification at all times and shall exhibit that identification to Landlord's representative or consultant at the Leased Premises prior to accessing the Property. If Tenant's presence at the Leased Premises exceeds three and one-half (3 ½) days per month, Tenant shall reimburse the Landlord for the actual costs associated with having an employee or designated representative or consultant on site in excess of the three and one half (3 ½) days. No work shall not be permitted at the Leased Premises on weekends or holidays unless specifically permitted by Landlord.

- b. **Emergency Access.** Landlord shall permit emergency work or a project having extenuating circumstances on weekends, holidays or outside ordinary 8:00 a.m. to 4:30 p.m. business hours, provided Tenant agrees to reimbursement of the Landlord's employee or designated representative or consultant, at an hourly rate of \$150.00 per hour. Notwithstanding anything stated to the contrary, access to Tenant's Equipment space outside ordinary business hours to perform routine and quiet maintenance is conditioned upon sending telephone and email notification to the Designated Site Representative.
- c. Landlord grants Tenant, at no additional Rent or charge, easements on, over, under and across the Property for ingress, egress, communications, power and other utilities, construction, demolition and access to the Premises (collectively, the "**Easements**"). Except in cases of emergency, Landlord shall not modify, interrupt, or interfere with any communications, electricity, or other utility equipment and easements serving the Property, except with the prior written approval of Tenant.

7. **Utility Services.** Tenant shall have the right to install utilities, at Tenant's expense, and to improve the present utilities on the Property that solely serve the Tower. Landlord agrees to use reasonable efforts in assisting Tenant to acquire necessary utility service. Tenant shall install a separate meter or submeter for utilities used on the Property by Tenant. Tenant shall pay the periodic charges for all utilities attributable to Tenant's use, at the rate charged by the servicing utility. Tenant shall have the right to connect to, repair, maintain, upgrade, remove, or replace existing utility-related equipment, including a generator, and shall have the right to install new utility-related equipment to service its Equipment, or serving the Property (collectively, the "**Utility Facilities**"). Tenant shall be responsible for any and all utility service used by Tenant on the Leased Premises.
8. **Government Approvals.** Tenant's use of the Leased Premises is contingent upon Tenant obtaining all of the licenses, certificates, permits and other approvals (collectively the "**Government Approvals**") that may be required by any federal, state or local authorities (collectively, the "**Government Entities**") having jurisdiction over Tenant's activities upon the Property and within the Lease Premises, as well as a satisfactory soil boring tests and structural analysis of the Tower which will permit Tenant's use of the Leased Premises. Landlord shall cooperate with Tenant in its effort to obtain all required Government Approvals and shall take no action which would adversely affect the status of the Property with respect to Tenant's Use.
9. **Termination.** Except in cases of a Default, neither Tenant or Landlord may terminate this Agreement during the initial Term, but during any Renewal Term either Party may terminate this Agreement without further liability, upon thirty (30) day's prior written notice, for any of the following reasons: (1) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (2) a Federal Communications Commission ("FCC") ruling or regulation that is beyond the control of Tenant; or (3) if Tenant is unable to obtain any Governmental Approval required for the continued operation of Tenant's Equipment.

10. **Equipment.** At all times Tenant will maintain the Equipment and Connections at the Leased Premises in good condition and in compliance with all Applicable Laws, regulations and industry codes.

- a. **Maintenance.** Tenant's maintenance shall include, but is not limited to, maintaining Tenant's antennas, platform, brackets, bolts, fasteners, cables, equipment shelter, fencing, conduits, grounding hardware, and emergency generator(s) in accordance with Applicable Laws, regulations and industry codes.
- b. In the event that Tenant fails to respond to Landlord' s complaint within thirty (30) days, with respect to ordinary maintenance, or within ten (10) days, with respect to maintenance that is required to remedy a safety or health concern, Landlord shall have the right to take the necessary steps to correct the condition at issue and the Landlord shall be reimbursed by Tenant for all reasonable expenses within thirty (30) days after Tenant's receipt of a sufficiently detailed invoice and supporting documentation.
- c. No materials may be used in the installation of any of Tenant's Equipment that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. All antenna(s) 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. Upon execution of this Agreement, Landlord shall supply to Tenant copies of all structural analysis reports with respect to the Tower that are in Landlord's possession.
- d. **Inspection.** All of the Equipment on the Leased Premises, including, but not limited to, antennas, cables, platform, mounting brackets, bolts, fasteners, and emergency generator(s) shall be inspected biennially, in the sole discretion of the Landlord at a time designated by the Landlord. Inspections shall be completed by a reputable and experienced contractor designated by Tenant; which contractor shall be subject to approval by the Landlord; such approval shall not be unreasonably withheld, conditioned, or delayed. If requested by the Landlord, the contractor will be

accompanied by a consultant, designated by Landlord, whose reasonable costs will be paid by the Tenant. The inspection shall include a written report of the present condition of the Equipment and any repairs made since the last such inspection. The report, with color photographs, shall be submitted to the Landlord within thirty (30) days after the completion of the inspection. Prior to the inspection, the contractor shall provide an insurance certificate pursuant to Paragraph 12 and coordinate the timing of the inspection with the Landlord. Tenant shall pay the costs for its contractor to perform the inspection.

- e. No cars, trucks, vans, building materials, equipment or other personal property shall be parked, stored or left outdoors upon the Property except when Tenant's workers are actually performing maintenance or repairs. No such items or materials shall be parked, left or stored outdoors upon the Property overnight.

11. **Taxes.** Landlord shall pay when due all real estate taxes and assessments for the Property, including the Leased Premises. Notwithstanding the foregoing, Tenant shall reimburse Landlord for any personal property tax or other tax paid by Landlord which is solely and directly attributable to the presence or installation of the Equipment during the Term. Landlord shall provide prompt and timely notice of any tax or assessment for which Tenant is liable. Tenant shall have the right to challenge any tax or assessment and Landlord shall cooperate with Tenant regarding such challenge.

12. **Insurance.** As a condition precedent to the Landlord's obligation to execute this Agreement, the Tenant is required to submit to Landlord evidence (consisting of certificates of insurance) satisfactory to the Landlord showing that the Tenant has obtained all insurance coverage required herein. Nothing contained herein shall be construed as limiting the extent of the Tenant's liability for claims or damages resulting from or related to the performance by Tenant of any covenant under the terms of this Agreement or from or related to any of the Tenant's activities upon the Property and the Leased Premises. All insurance required hereunder shall include the interests of the

Landlord which shall be listed as an additional insured on such policies. The Tenant waives all rights against the Landlord for all losses and damages caused by any of the perils covered by such policies and all such policies shall contain provisions to the effect that in the event of payment of any loss or damage, the insurer will have no rights of recovery against the Landlord. The Tenant acknowledges that the Landlord has insurable interests under the Tenant's insurance policies.

- a. **Policies.** The Tenant shall purchase and maintain, at its sole expense and with a company or companies satisfactory to the Landlord, insurance as follows:
 - i. **Worker's Compensation and Employer's Liability Insurance.** Covering all of the Tenant's employees and this insurance shall comply with the statutory requirements of the State of New Jersey.
 - ii. **Commercial General Liability Insurance.** Comprehensive Broad-Form General Public Liability Insurance for all known risks and hazards including, but not limited to, general liability, public liability, and such other similar risks and hazards with a limit of not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate for bodily injury, death, and property damage arising from the use, occupancy, disuse, or condition of the Property and the Premises and improvements thereon and adjoining areas.
- b. **Policy Limits.** Specified above are minimum and wherever the law requires higher limits, the higher limits shall govern.
- c. **Periods of Coverage.** All policies of insurance required under this Agreement shall remain in full force and effect until such time as the Term of this Agreement or any Renewal Term including holdovers, comes to an end.
- d. **Certificates.** Certificates of insurance required above must be filed with the Landlord before this Agreement is signed on behalf of the Landlord and thereafter upon each renewal of each policy of insurance required by this Agreement to be maintained by Tenant. All certificates of insurance must

provide for thirty (30) day's prior written notice to the Landlord of policy cancellation or material change.

13. **Interference.** Tenant agrees that it shall not interfere with the radio frequency communications of Landlord or any of Landlord's existing tenants, to the extent applicable, and Tenant will not install equipment of the type and frequency which will cause interference that is measurable in accordance with industry standards to Landlord's equipment on the Property or to the equipment of any of Landlord's other tenants. Landlord agrees that Landlord will not install equipment of the type and frequency which will cause interference that is measurable in accordance with industry standards to the then existing Equipment of Tenant. Similarly, Landlord will require that other occupants of the Property will not install equipment of the type and frequency which will cause interference that is measurable in accordance with industry standards to the then existing Equipment or restrict the operations of Tenant.

- a. Any such interference as described above shall be deemed a material breach of this Agreement by the interfering Party, and the Party causing the interference shall remove the cause of the interference within forty-eight (48) hours of notice. The non-interfering Party shall have the right to exercise all legal and equitable remedies to end the interference.
- b. Without limiting any other rights or remedies, if measurable interference occurs and continues for a period in excess of forty-eight (48) hours following notice to the interfering Party, then the interfering Party shall use its best efforts to reduce power or cease operations of the interfering equipment until the measurable interference is cured, except for intermittent testing. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. **Removal Upon Expiration or Termination.** Within one hundred twenty (120) days of the expiration or termination of this Agreement (“**Removal Period**”), Tenant shall remove the Equipment and and restore the Leased Premises to its original condition, reasonable wear and tear and casualty damage excepted. Landlord agrees and acknowledges that the Equipment shall remain the personal property of Tenant and Tenant 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 Tenant to remain on the Premises after the Removal Period, Tenant shall pay rent at two times the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of Tenant’s Equipment is completed. Any claims relating to the condition of the Leased Premises must be presented by Landlord in writing to Tenant within thirty (30) days after the expiration of this Removal Period. In the event that any of Tenant’s Equipment remains on the Property beyond the Removal Period then such Equipment shall be deemed to have been abandoned by Tenant. Upon written request from Landlord, Tenant shall remove the Tower during the Removal Period.
15. **Rights Upon Sale.** Should Landlord, at any time during the Term or Renewal Term, decide to sell or otherwise transfer all or any part of the Property or to grant to a third Party, by easement or other legal instrument, an interest in and to any portion of the Tower or the Leased Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize Tenant's rights hereunder.
16. **Landlord’s Title.** Landlord represents and warrants to Tenant that as of the Effective Date of this Agreement Landlord is seized of good and sufficient title and interest to the Property and the Tower, has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easements, restrictions or other impediments of title that will adversely affect Tenant’s use of the Leased Premises for the purposes described in this Agreement.

17. **Assignment by Tenant.** Tenant shall have the right to assign this Agreement or otherwise transfer this Agreement to the Tenant's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Tenant's assets in the market defined by the FCC in which the Property is located or to any entity which is the successor to Tenant by reason of merger, acquisition, or other business reorganization (collectively, the "**Permitted Assignees**"), upon written notice to Landlord. No other assignment of this Agreement shall be permitted. In the event of an assignment to a Permitted Assignee, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Agreement. Upon receipt of a written request from Tenant, Landlord shall promptly execute an estoppel certificate.
18. **Assignment by Landlord.** Landlord shall have the right to assign and transfer this Agreement only to a successor owner or lessor of the Property. Only upon Tenant's receipt of written verification of a sale, transfer, or lease of Property shall Landlord be relieved of all liabilities and obligations and Tenant shall look solely to the new landlord for performance under this Agreement.
19. **Relocation.** Landlord must provide Tenant at least three (3) month's written notice of any regular and customary repairs, maintenance, or other work (the "**Work**") that is to be performed upon the Property during the Term of this Agreement which would require the relocation of the Equipment. Landlord agrees that the Work will not interfere with, or alter the quality of, the services provided by the Equipment. "Work" shall not include any repairs or other work necessitated by emergent conditions.
20. **Marking and Lighting Requirements.** As to the Tower, Landlord acknowledges that Landlord shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration, the Federal Communications Commission and any other Government Entity with jurisdiction over the Property unless the marking and lighting requirements are imposed by a Government Entity

solely by reason of Tenant's activities upon the Tower pursuant to this Agreement in which case Tenant shall be responsible for compliance with the marking and lighting requirements that are imposed by the Government Entity. Each Party shall indemnify and hold harmless the other Party from any fines or other liabilities caused by the first Party's failure to comply with these requirements. If by reason of installation of Tenant's Equipment any marking or lighting is required in addition to the existing marking and lighting, Tenant shall be solely responsible for the installation and maintenance of any marking and lighting required by the installation of Tenant's Equipment.

21. Indemnification & Hold Harmless Agreement.

- a. Tenant agrees to indemnify and hold harmless Landlord and its agents, officers, officials, and employees from and against all claims, damages, losses and expenses, including reasonable attorney's fees, in case an action or claim is brought or filed which arises out of the use of the Property and/or Leased Premises by Tenant pursuant to this Agreement which is for bodily injury, illness or death to any person or for any property damage, including loss of use, that is caused in whole or in part by the Tenant's negligent acts or omissions or that of any person(s) employed by the Tenant or for whose acts the Tenant may be liable. This indemnification and hold harmless agreement shall apply in all instances whether Landlord, as well as its agents, officers, officials, and employees, is made a direct Party to the initial action or claim or subsequently is made a Party to the action by third-Party in-pleading or is made a Party to a collateral action arising, in whole or in part, from any of the issues emanating from the original cause of action or claim.
- b. Tenant waives all right of recovery against the Landlord or Landlord's agents, officers, officials, employees or other representatives for any loss, damages or injury of any nature whatsoever to property or persons for which the Tenant is insured.

- c. The provisions of this section shall survive the expiration or termination of this Agreement.

22. **Limitation of Liability.** Except for indemnification pursuant to Paragraph 21, 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.

23. **Notices.** All notices, requests, demands, and other communications required under this Agreement to be provided by one Party to the other Party shall be in writing and shall be effective three (3) business days after deposit in the U.S. mail, certified, return receipt requested or upon receipt if personally delivered or sent via a nationally recognized courier to the addresses set forth below. A Party shall not refuse acceptance of any Notice that is provided to the other Party pursuant to this paragraph. Landlord or Tenant may from time to time designate any other addresses for this purpose by providing written notice to the other Party. Email shall not be deemed an acceptable notice format or method of transmitting Notices.

Landlord: City of Port Republic
Attn: Mayor
Port Republic, New Jersey 08241

Tenant:

Either Party hereto may change the place for the giving of Notice to it by thirty (30) days' prior written Notice to the other as provided herein.

24. **Quiet Enjoyment.** Landlord covenants that Tenant, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Leased

Premises. Landlord covenants and warrants that Tenant's use and quiet enjoyment of the Premises shall not be disturbed.

25. **Default.** It is a "**Default**" if either Party fails to comply with any term or condition of this Agreement and, except in those instances where the event of Default occurs by reason of non-payment of rent, in the event that a Party does not remedy the failure to so comply within thirty (30) days after written Notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the defaulting Party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion. If Tenant shall default in the performance of Tenant's obligations under this Lease then Landlord, without thereby waiving such default may (but shall not be obligated to) perform the same for the account, and at the expense, of Tenant, without Notice in case of emergency, and in any other case only if such default continues after the expiration of the time within which Tenant has to cure said default. Bills for any expenses incurred by Landlord in connection with any such performance by it for the account of Tenant and bills for all costs, expenses and disbursements of every kind and nature whatsoever, including reasonable attorney's fees and expenses, involved in collecting or endeavoring to collect rent or any part thereof or enforcing or endeavoring to enforce any rights against Tenant for Tenant's obligations hereunder, or in connection with this Agreement or pursuant to law, including any such costs, expenses and disbursements involved in instituting and prosecuting legal proceedings or in recovering possession of the Leased Premises after default by Tenant or upon the expiration of the Term, the Renewal Term or sooner termination of this Agreement along with the costs of repairing the Leased Premises if need be and interest on all sums advanced by Landlord under this Paragraph at the maximum rate permitted by law may be sent by Landlord to Tenant monthly, or immediately, at Landlord's option and such amounts shall be due and payable as additional rent in accordance with the terms of such bills, but in no case later than one month. No right or remedy reserved to Landlord in this Agreement shall be exclusive of any other right or remedy and any other right or remedy shall be cumulative and in addition to any other right or remedy hereunder or now or hereafter existing at law or equity.

26. **Remedies.** In the event of a Default, 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 pursue any remedy now or hereafter available to the non-defaulting Party under the laws or judicial decisions of the State of New Jersey, that being the state in which the Property is located; provided, however, Landlord shall use reasonable efforts to mitigate its damages in connection with a Default by Tenant.
27. **No Waiver of Breach of Remedies.** No waiver by a Party of any breach of this Agreement or of any representation hereunder by the other Party shall be deemed to be a waiver of any other breach by the other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation hereunder by the other Party whether or not the first Party knows of such breach at the time it accepts such performance. No failure or delay by a Party to exercise any right it may have by reason of the default of the other Party shall operate as a waiver of default or modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be so in default. Any remedy that either Party may have by reason of a breach of any provision of this Agreement by the other Party at all times shall be preserved and may not be waived.
28. **Mediation of Disputes.** In the event of any dispute concerning the interpretation of the terms of this Agreement or of the obligations of either Party under this Agreement, the Parties shall attempt in good faith to resolve such dispute via consultation between their designated representatives. If such consultation fails to resolve the dispute, then the Parties agree to submit the dispute to mediation. The mediation shall be initiated by one Party serving the other Party with a written demand to mediate. The mediation demand shall include the initiating Party's designation of a mediator. Within seven (7) days of receipt of the mediation demand the Party receiving the mediation demand shall either agree to the mediator designated by the other Party or shall provide the other Party with its written designation of a mediator. Thereafter, the designated mediators

immediately shall jointly designate a third mediator who shall be either a New Jersey licensed attorney-at-law or a retired judge of the Superior Court of New Jersey. Payment of mediation fees, costs and expenses shall be split evenly amongst the Parties. The mediated resolution of the dispute may include a provision that provides for something other than an even split of the mediation fees, costs and expenses.

29. **Governing Law; Jury Trial Waiver.**

- a. **Governing Law.** This Agreement shall be governed, construed and interpreted by, through and under the laws of the State of New Jersey without reference to conflict of law principles, except in such instances when the laws of the United States preempt the laws of the State of New Jersey and all actions, suits and litigation arising under the terms of this Agreement shall be litigated in the Superior Court of New Jersey, Atlantic County, but no such litigation shall be initiated by a Party until there has been compliance with the mediation provisions of this Agreement that are set forth above. In the event of litigation arising out of this Agreement, the prevailing Party shall not be entitled to recover its costs of suit and attorney's fees from the non-prevailing Party unless such recovery is specifically and expressly provided for by a statute of the United States or a statute of the State of New Jersey.
- b. **Jury Trial Waiver.** Each Party, to the extent permitted by law, knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or proceeding under any theory of liability arising out of or in any way connected with this Agreement or the transactions it contemplates.

30. **Severability.** If any provision of this Agreement or the application thereof, for any reason and to any extent, shall be deemed invalid or unenforceable by a court of competent jurisdiction, then neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

31. **Environmental.** Landlord and Tenant shall comply with all federal, state, and local laws in connection with any substances brought onto the Property that are identified by any law, ordinance, or regulation as hazardous, toxic, or dangerous (collectively “Hazardous Substances”). Tenant agrees to be responsible for all losses and damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law.
32. **Casualty.** In case of fire or other casualty, Tenant shall give immediate notice thereof to Landlord. If the Leased Premises shall be partially damaged by fire, the elements, or other casualty, Landlord shall repair the same as speedily as practicable, but Tenant’s obligation to pay the Rent hereunder shall not cease, but if by reason of such fire or casualty Tenant’s Equipment is inoperable then Tenant’s rent obligation shall be pro-rated for the period during which the Equipment was inoperable. If, in the sole opinion of the Landlord, the Tower or the Leased Premises is totally destroyed or so extensively and substantially damaged as to require practically a rebuilding thereof, then the rent shall be paid up to the time of such destruction and from thenceforth this Agreement shall come to an end. In no event, however, shall the provisions of this paragraph become effective or be applicable if the fire or other casualty and damage is caused by the intentional, careless, negligent, or improper conduct of Tenant or that of the Tenant’s members, agents, employees, guests, licensees, or invitees. In such case, the Tenant’s liability for the payment of Rent and the performance of all of the covenants, conditions, and terms hereof on the Tenant’s part shall remain in full force and effect, and Tenant shall have no right to terminate this Agreement.
33. **Condemnation.** If the Leased Premises, any easements or Equipment are taken or condemned by power of eminent domain, or other governmental taking, then Tenant shall be entitled to negotiate, compromise, receive, and retain all awards attributable to (1) the Equipment; (2) Tenant’s leasehold interest in the Leased Premises; (3) any

moving or relocation benefit available to Tenant; and (4) any other award available to Tenant that is not attributable to Landlord's title to or interest in the Property. If the Equipment is not operational due to condemnation, Tenant shall have the right to abate the Rent for that time period.

34. **Applicable Laws.** So long as this Agreement is in effect, Landlord shall maintain the Property in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating Hazardous Substances) (collectively "**Applicable Laws**"). Likewise, Tenant shall comply with (i) all Applicable Laws relating to Tenant's specific and unique nature of use of the Leased Premises; and (ii) all building codes requiring modifications to the Leased Premises due to the improvements being made by Tenant in the Leased Premises.

35. **Miscellaneous.**

- a. This Agreement constitutes the entire agreement and understanding of the Parties, and supersedes all offers, negotiations, and other agreements with respect to the subject matter of this Agreement and Leased Premises. Any amendments to this Agreement must be in writing and executed by both Parties.
- b. Landlord agrees to cooperate with Tenant in executing any documents which Tenant deems necessary to insure, protect Tenant's rights in, or use of, the Leased Premises.
- c. This Agreement shall be deemed to have been jointly drafted by the Parties. Therefore, if any term of this Agreement is found to be void or invalid, the remaining terms of this Agreement shall continue in full force and effect. Any questions of particular interpretation shall be interpreted as to their fair meaning.

- d. Both Landlord and Tenant hereby represent and warrant to the other that this Agreement has been duly authorized, executed, and delivered by it, and that no consent or approval is required by any lender or other person or entity in connection with the execution or performance of this Agreement.
- e. If either Party is represented by any broker or any other leasing agent, such Party is responsible for all commission fees and other payment to such agent.
- f. This Agreement and the interests granted herein shall run with the land and shall be binding upon and inure to the benefit of the Parties, their respective successors, personal representatives, and assigns.
- g. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Agreement shall legally bind the Parties to the same extent as the original documents.
- h. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- i. Landlord and Tenant acknowledge that they have had adequate opportunity to review the contents of this Agreement with their respective legal counsel and have executed this Agreement with full and complete understanding of its terms. Landlord and Tenant further agree that this Agreement is the product of the joint efforts of the Parties and their respective attorneys and, therefore, no inference concerning the meaning or interpretation of this Agreement shall be drawn based on the fact that it has been drafted by one Party's legal counsel as opposed to the other Party's legal counsel.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals, intending to be bound, on the dates indicated below.

Landlord: The City of Port Republic

By: _____
Printed Name: _____
Title: _____
Date: _____

Tenant:

By: _____
Printed Name: _____
Title: _____
Date: _____

EXHIBIT "A"

CAPE MAY COUNTY PARCEL MAP

EXHIBIT "B"

TENANT'S PROJECT DRAWINGS

EXHIBIT “C”

TENANT’S SURVEY OF PROPERTY