NOTICE TO BIDDERS
Borough of Hamburg

PLEASE TAKE NOTICE that sealed bids will be received by the Borough of Hamburg, Sussex County, New Jersey on or before December 17, 2026, at 11 AM, prevailing time, in the Council room of the Borough of Hamburg for:

LEASE OF PART OF MUNICIPALLY OWNED WATER TOWER SITUATED ON LOT 43, BLOCK 21, AS SHOWN ON THE TAX MAP OF THE BOROUGH OF HAMBURG AND COMMONLY KNOWN AS 75 SUMMIT ROAD FOR THE INSTALLATION OF ANTENNAS, NOT TO EXCEED SIX (6), AND FOR USE AND CONNECTION WITH WIRELESS TELECOMMUNICATIONS EQUIPMENT, TOGETHER WITH THE RIGHT TO ERECT AN MAINTAIN AN EQUIPMENT CABINET OR BUILDING ON SAID PREMISES.

A bid package consisting of this Notice to Bidders, Instructions to Bidders, Specifications, Proposed Lease Agreement, Proposal Sheet and required Affidavits may be obtained at the office of the Borough of Hamburg between the hours of 9A.M. and 2:00P.M. Monday through Friday commencing November 18, 2026 or via https://hamburgnj.org/legal-notices/

Proposals must be submitted on forms provided by the Borough of Hamburg and placed in a sealed envelope bearing the name of the bidder, and clearly marked, Wireless Communications Antennas and Related Facilities Lease Bid Enclosed - Do Not Open" in the lower left corner, or they will not be considered along with a check in the amount of $125.00 payable to the Borough of Hamburg.

Proposals can be mailed to: Beth Martin, Acting Borough Clerk
Borough of Hamburg
Municipal Building
16 Wallkill Avenue, Hamburg, NJ. 07419

The Borough of Hamburg assumes no responsibility for bids returned by mail.

The Borough reserves the right to reject any and all bids or to waive any minor informalities or irregularities in the Proposal received and to accept the bid which is in the best interest of the Borough.

INSTRUCTIONS TO BIDDERS

1. SUBMISSION OF BIDS

The Borough of Hamburg, Sussex County, New Jersey, invites sealed bids pursuant to the Notice to Bidders.

A. Sealed bids will be received by the designated representative at the time and place stated in the Notice to Bidders, and at such time and place will be publicly opened and read aloud.

B. The bid proposal form shall be submitted, (1) in a sealed envelope; (2) addressed to the Borough of Hamburg, (3) bearing the name and address of the bidder written on the face of the envelope, and (4) clearly marked "BID" with the contract title and/or bid # being bid.

C. It is the bidder's responsibility to see that bids are presented to the Borough of Hamburg on the hour and at the place designated. Bids may be hand delivered or mailed; however, the Borough of Hamburg disclaims any responsibility for bids forwarded by regular or overnight mail. Bids received after the designated time and date will be returned unopened.

D. Sealed bids forwarded to the Borough of Hamburg before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they must remain firm for a period of sixty (60) calendar days.

E. <u>All prices and amounts must be written in ink or preferably typewritten.</u> Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be rejected by the Borough of Hamburg. Any changes, white-outs, strikeouts, etc. on the proposal page must be initialed in ink by the person responsible for signing the bid.

F. Each bid proposal form must give the full business address of the bidder and be signed by an authorized representative. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.

2. BID SECURITY.

Accompanying each bid shall be a certified check, cashier's check or a bid bond in an amount equal to two (2) months rent. The Bid Bond shall not exceed $20,000.00 payable

unconditionally to the Borough of Hamburg.

When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized do business in the State of New Jersey and acceptable to the Borough of Hamburg. The check or bond of the unsuccessful bidders(s) shall be returned as prescribed by law. The check or bond of the bidder to whom the contract is awarded shall be retained until a Lease is executed. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 4OA: 11 -21.

3. BID DOCUMENTS.

The bid must be returned in its entirety in order to be considered for an award. Each bid must be accompanied by the items requested below in the form attached as Appendix A. Failure to provide these items and the entire bid package may cause for rejecting this proposal.

1. Proposal sheet
2. Non-collusion Affidavit
3. List of names and addresses of all stockholders in the corporation or partnership who own 10% or more of its stock - "Ownership Disclosure".

4. FAILURE TO ENTER INTO A LEASE.

Should the successful bidders fail to execute and deliver the lease and certificate of insurance within thirty (30) days after receipt of written notification by the Borough that the lease is ready for execution the bidder forfeits to the Borough as liquidated damages the bid security deposited with its bid.

5. RIGHT TO REJECT BIDS.

The Borough reserves the right to reject any and all bids or parts thereof and to waive any informality if deemed in the best interests of the Borough of Hamburg.

6. FORM OF LEASE.

The proposed form of lease is attached as Appendix B.

7. AWARD OF BID.

The highest bidder, as tabulated by the Borough Clerk,
will be awarded a Lease for the erection of six (6) antennas along with related facilities (hereafter Aantennas and facilities.) As set forth in the Notice of Bid. In the event, the successful bidder does not obtain a building permit and begin construction of the antennas and related facilities within six months from the commencement date of the lease, the Borough may terminate the Lease.

8. AWARD OF CONTRACT.

Award of the contract, if made, will be made within the time period provided by law.

SPECIFICATIONS

Purpose

The Borough of Hamburg is soliciting proposals for the lease of a portion of Borough owned water tank located Lot 43, Block 21, as shown on the Tax Map of the Borough of Hamburg and commonly known as 75 Summit Road, hereinafter referred to as "the premises," for the construction of antennas (not to exceed six (6)) and related facilities for wireless telecommunications purposes. The successful bidder shall be responsible, at its expense, for the design and construction of the antennas and related facilities.
It is intended that said lease shall include the right to install and maintain the antennas and related facilities for use in connection with wireless telecommunications equipment, together with the right to erect and maintain an equipment cabinet or building on said premises.

Scope of Work

The successful bidder may improve the premises by constructing antennas and related facilities and ancillary support facilities and structures on the premises, subject to the following specifications:

Site plan. Prior to commencing construction, the successful bidder shall submit plans to the Hamburg Planning Board for site plan approval and specifications for improvements to the Borough for review and approval. No improvements, construction, installation or alteration shall be commenced until plans for such work have been approved by the Borough and all necessary permits have been properly obtained by the successful bidder. The plans shall include a fully dimensioned site plan drawn to scale showing the proposed location, ground area required, and height of the antennas and related facilities, and parking area; the proposed type and height of fencing; the proposed changes in the landscape; proposed landscaping; the proposed color of all structures including fencing; the proposed type of construction material for all structures, including fencing; and any other details the Borough may request. The site plan shall include a visual study depicting where, within a three-mile radius, any portion of the proposed tower or monopole will be seen.

Structural integrity. Upon completion of the construction of the antennas and related facilities, the successful bidder shall submit a written report from a licensed professional engineer certifying that all antennae mounted thereon are secure and meet all applicable safety requirements.

State and federal requirements. The proposed antennas and related facilities must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the State or Federal government with the authority to regulate communications antennas and related facilities.

Accessory structures. The successful bidder will be permitted to install or construct one

accessory building or equipment cabinet on the site not exceeding more than four hundred (400) square feet or be more than eleven (11) feet in height. The design of the accessory building or equipment cabinet shall use materials, colors, textures, screening, and landscaping that will blend it into the natural setting and surrounding area.

Fencing. The site on which the antennas and related facilities and any accessory building or cabinet are situated shall be completely enclosed with a fence at least six (6) feet high of composition acceptable to the Borough, which shall include a locking security gate.

Signs. No commercial sign shall be allowed on an antenna or related facilities.

Terms and Conditions

Lease agreement. The successful bidder shall be required to enter into a Lease Agreement with the Borough of Hamburg in a form attached hereto as Appendix B.

Lease. The initial term of the proposed lease shall be ten (10) years, with three, five-year renewal options. The antennas and related facilities shall be removed by the successful bidder upon termination of the lease.

Base rent. Bids shall be submitted for a lease of no less than $ 45,000.00 for the first year of the lease payable at the rate of $ 3,750.00 per month.

Rental adjustments. Commencing on the first anniversary of the Commencement Date, and on each anniversary thereafter throughout the Initial Term and any Renewal Terms, the monthly Base Rent shall increase by at least three percent (3%) over the monthly Base Rent payable during the immediate preceding twelve (12) month period.

Use of premises. The successful bidder shall use the premises for the construction and operation of antennas and related facilities and for no other purpose. The successful bidder shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation of the premises.

Assignment and subletting. As set forth in Paragraph 9 of Appendix B Lease Agreement.

Maintenance, repairs and utilities. The successful bidder, shall, at its own expense, maintain the antennas and related facilities and its improvements, equipment and other personal property on the premises in good working order, condition and repair. The successful bidder shall not cause the premises to contain any debris or anything of a dangerous or noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. The successful bidder shall arrange for its own metered electrical service from the local utility company and shall pay all charges for electricity and other utilities used by it at the site.

Interference. The successful bidder shall not cause interference to the radio frequency communications operations of the Borough of Hamburg. Should such interference occur, the successful bidder shall promptly take all necessary action at no cost to the Borough to eliminate the cause of said interference including, if necessary, removing equipment causing said interference. Additionally, the Borough will not permit the installation of any future equipment at the site which results in technical interference problems with the successful bidder's then existing equipment.

Insurance. During the term of the lease, the successful bidder shall maintain, or cause to be maintained, in full force and effect at its sole cost and expense the following types and limits of insurance insured by insurers licensed to do business by the State of New Jersey or surplus line carriers on the New Jersey Insurance Commissioner's approved list of companies qualified to do business in the State of New Jersey. All insurance carriers and surplus line carriers shall be rated A- or better by A.M. Best Company:

i. Comprehensive commercial general liability insurance with minimum limits of $1,000,000 per occurrence, combined single limit for bodily injury and property damage.

ii. Workers' compensation and employee liability insurance in accordance with the laws of the State of New Jersey.

iii. Comprehensive automobile liability insurance covering the use of all owned, non-owned, hired or leased automobiles with limits of liability of not less than $1,000,000 combined single limit for bodily injury and property damage.

iv. Umbrella liability insurance with limits of $2,000,000 per occurrence, combined single limit for bodily injury and property damage in excess of the commercial general liability and comprehensive automobile liability limits.

v. At the start of and during the period of any construction, builders all-risk insurance, together with an installation floaters or equivalent property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are used in or incidental to the installation of the antennas and related facilities. Upon completion of the installation of the antennas and related facilities, the successful bidder shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance of the premises. The amount of insurance at all times shall be representative of the insurable values installed or constructed.

Named insureds. All policies shall name the Borough of Hamburg and its officers, officials, agents, and employees as additional insureds, and shall indemnify and hold the Borough of Hamburg harmless from any action arising out of the successful bidder's use and occupancy of the leased premises whether on the water tank or the ground.

Evidence of insurance. Certificates of insurance for each insurance policy required to be maintained by the successful bidder shall be filed and maintained with the Borough annually during the term of the lease.

Cancellation of policies of insurance. All insurance policies maintained pursuant to said lease shall contain an endorsement requiring at least thirty (30) days prior written notice shall be given to the Borough by the insurer of any intention not to renew such policy or to cancel, replace or materially alter same.

Optional termination. The Borough shall have at its sole discretion the option or terminating the lease if the successful bidder loses its license to provide PCS/cellular services for any reason, including, but not limited to, non-renewal, cancellation, or expiration of its license. The successful bidder may terminate the lease after thirty (30) days written notice if: (1) changes in local or state laws and regulations which adversely affect the successful bidder's ability to operate; (2) FCC ruling or regulation which is beyond the control of the successful bidder and further which renders the premises unsuitable; and (3)
technical reasons, including, but not limited to, signal interference. In such event, the successful bidder shall promptly remove the antennas and related facilities. Upon removal of the improvements, the successful bidder shall restore the affected area of the premises to the reasonable satisfaction of the Borough of Hamburg.

Default and Borough=s remedies. It shall be a default if the successful bidder defaults in the payment or provision of rent or any other sums to the Borough when due, and does not cure such defaults within ten (10) days; and if the successful bidder defaults in the performance of any
other covenant or condition and does not cure such other default within thirty (30) days after written notice from the Borough specifying the default complained of; or if the successful bidder abandons or vacates the premises; or if the successful bidder is adjudicated as bankrupt or makes any assignment for the benefits of creditors; or if the successful bidder becomes insolvent or the Borough reasonably believes itself to be insecure. In the event of a default, the Borough shall have the
right, at its option, in addition to and not exclusive of any other remedy the Borough may have by operation of law, without any further demand or notice, declare the lease at an end, in which event the successful bidder shall immediately remove the tower or monopole and pay the Borough a sum of money equal to the unpaid rent accrued through the date of termination.

APPENDIX A
BID FORMS
Borough of Hamburg

The firm of _____ submits a Bid of _____ dollars per month for the first 12 months of the Lease with rent increases of _____% over the monthly base rent payable during the immediately preceding twelve month period and during the initial term and any renewal term as set forth in paragraph 4 Rent of the Lease Agreement. .

(Name)
(Position)

_____

Witnessed By:

_____

Typed_____
(Name) (Position or Notary)

NON-COLLUSION AFFIDAVIT

State of New Jersey

SS

County of

I,_____, residing in _____, in the County of _____, and State of _____, of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____, the bidder making this Proposal for the bid proposal entitled _____, and that I executed the said proposal with full authority to do so that bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any in restraint of free, competitive bidding in connection with above named project; and that all statements contained in said proposal and in this affidavit, are true and correct, and made with full knowledge that the _____ relies upon the truth of the statements contained in said _____ (Name of Contracting Unit) Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

_____

Subscribed and sworn to
before me this _____
day of _____, 2006.

_____

Notary Public
(Type or print name of affiant under signature)

STOCKHOLDER DISCLOSURE CERTIFICATION

I hereby certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

I hereby certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

___ Partnership ___ Corporation ___ Sole Proprietorship

PLEASE CHECK APPROPRIATE BOXES ABOVE AND SIGN BELOW Stockholders:
Name _____

Name _____

Name _____

Name _____

Name _____

THIS STATEMENT MUST BE INCLUDED WITH BID SUBMISSION

Subscribed and sworn before me
this ___ day of _____ , 2006.

_____
(Affiant)
(Print name & title of affiant)

_____
(Notary Public)
My Commission Expires

APPENDIX B
LEASE AGREEMENT

LEASE OF PART OF MUNICIPALLY OWNED WATER TOWER SITUATED ON LOT 43, BLOCK 21, AS SHOWN ON THE TAX MAP OF THE BOROUGH OF HAMBURG AND COMMONLY KNOWN AS 75 SUMMIT ROAD FOR THE INSTALLATION OF ANTENNAS, NOT TO EXCEED SIX (6) AND FOR USE AND CONNECTION WITH WIRELESS TELECOMMUNICATIONS EQUIPMENT, TOGETHER WITH THE RIGHT TO ERECT AND MAINTAIN AN EQUIPMENT CABINET FOR BUILDING ON SAID PREMISES.

THIS AGREEMENT entered into as of this day of 20 .

by and between: THE BOROUGH OF HAMBURG
16 Wallkill Avenue
Hamburg, New Jersey 07419

(hereafter "Landlord")

and

(hereafter "Lessee")

For good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Premises:

Landlord is the owner of the real property located at 75 Summit Road, Hamburg, New Jersey also known as Block 21,
Lot 43 on the Official Tax Map of the Borough of Hamburg.

2. Leased Premises:

The Landlord desires to lease to Lessee and Lessee desires to lease from Landlord, a portion of the Premises ("Leased Premises") as described in Schedule A in order to construct, antennas and related facilities along with certain wireless communications equipment, together with a nonexclusive easement for 24 hours a day, 7 days a week, access thereto, including access over adjacent borough owned lands, if necessary, and to the appropriate, in the discretion of Lessee, source of electric and telephone facilities. The Leased Premises shall include a location for installation of antennas and related facility

for wireless communications antenna array and associated cabling, a base equipment shelter and space on Premises for running of utilities lines, transmission lines, other cables and all necessary appurtenances, including out limitation generators and fuel storage tanks. In connection therewith Lessee has the right to do all work necessary for preparing, maintaining and altering Leased Premises for Lessee's business operations and for installing, removing, replacing and modifying a personal communications service system facility. All of Lessee's installation work shall be performed at Lessee's sole cost and expense and in a good and workmanlike manner. Lessee shall pay for the electricity and any of the utilities it consumes in its operations. If permitted by the local utility company servicing the Leased Premises, Lessee shall furnish and install an electrical submeter at the Leased Premises for the measurement of electric power used by Lessee installation. Lessee shall pay for such power consumption thirty (30) days after receipt of invoice from Landlord indicating the usage amount. Any modifications to the leased premises required as a result of the site plan approval process shall be implemented or constructed by the Lessee at the Lessee=s cost and expense. Any and all modifications shall be implemented and constructed in such a manner so as not to interfere with the borough=s use of the premises. Exhibit C attached hereto is a proposed site-plan indicating Lessee=s intended use of the premises. It is understood that the document is for information purposes only and is subject to such modifications and conditions as may be imposed by the Land Use Board as a result of its site plan review of the project.

3. Term:

The term of this Agreement (the "Initial Term") is 10 years, commencing on the date ("Commencement Date") both Lessee and Landlord have executed this Agreement. This Agreement will be automatically renewed for three additional terms (each a "Renewal Term") of 5 years each, unless Lessee provides Landlord notice of intention not to renew not less than 90 days prior to the expiration of the Initial Term or any subsequent Renewal Term.

4. Rent:

The payment of monthly rent begins 60 days after the issuance of a building permit. Rent will be paid in equal monthly installments of $ (until increased as set forth herein), partial months to be prorated, in advance with rent increased annually by % over the over the monthly base rent payable during the immediately preceding twelve-month period throughout the initial term and any renewal terms.

5. Security Deposit: (non-refundable)

The sum of $10,000.00 upon receipt by Lessee of a building permit which sum is also in lieu of any requirement for performance, payment or removal bonds required of Lessee and is non-refundable.

6. Installation of Equipment and Facilities:

A. Lessee shall have the right at its sole cost and expense to install, operate and maintain on the Leased Premises, in accordance with good engineering practices and with all applicable

FCC Rules and Regulations the antennas and related facilities.

B. Lessee's installation of the antennas and related facilities and all such antennae facilities shall be done according to plans approved by the Landlord which approval shall not be unreasonably withheld, conditioned or delayed.

7. Compliance with Statutes, Regulations and Approvals:

Lessee shall erect, maintain and operate its Antennae facilities in accordance with site standards, state statutes, ordinances, rules and regulations now in effect or that hereafter may be issued by the Federal Communications mission
or any governing bodies with jurisdiction.

8. Maintenance:

A. Lessee shall, at its own expense, maintain any equipment on or attached to the Leased Premises in a safe condition, in good repair and in a manner suitable to Landlord.

B. Lessee shall have sole responsibility for the maintenance, repair and security of its equipment, personal property, Antennas and Related Facilities, and shall keep the same in good repair and condition during the Agreement term.

C. Lessee will not leave debris at the Leased Premises nor create a condition at the Leased Premises which is of a dangerous, noxious or offensive nature or which is hazardous or creates undue vibration, heat, noise or interference.

9. Assignment and Subletting:

This Agreement may be sold, assigned or transferred by the Lessee without any approval or consent of the Lessor to the Lessee=s principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of Lessee=s assets in the market defined by the Federal Communications Commission in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the Lessor, which such consent will not be unreasonably withheld or delayed. No change of stock ownership or control of Lessee shall constitute an assignment hereunder.

10. Marking and Lighting Requirements:

Lessee shall be responsible for compliance with all marking and lighting requirements of the Federal Aviation Administration ("FAA") and the FCC as a result of Lessee's use the Leased Premises.

11. Default and Landlord's Remedies:

In the event there is a default by the Lessee with respect to any of the provisions of this

Agreement or its obligations under it, including the payment of rent, the Landlord shall give Lessee written notice of such default. After receipt of such written notice of such default, the Lessee shall have fifteen (15) days in which to cure any monetary default, provided and thirty (30) days in which to cure any non-monetary default, provided the Lessee shall have such extended period as may be required beyond the thirty (30) days and the Lessee commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion.

12. Termination:

In the event, the successful bidder does not obtain a building permit and begin construction of the antennas and related facilities within six months from the commencement date of the lease, the Landlord may terminate the Lease. However, in the event Lessee is diligently pursuing the foregoing and permits and construction have not been issued or commenced through no fault of Lessee, then Landlord shall grant a reasonable extension of not less than six (6) months. Lessee may terminate this Agreement at any time by notice to Landlord without further liability if Lessee does not obtain all permits or other approvals (collectively, "approval") required from any governmental authority, or if any such approval is canceled, expires or is withdrawn or terminated. Upon termination, all prepaid rent will be retained by Landlord unless such termination is due to Landlord's failure of proper ownership or authority, or such termination is a result of Landlord's default.

13. Insurance:

During the term of this lease Lessee shall maintain in full force and effect, at it sole cost and expense, the types of insurance and limits of insurance as set forth in the Notice to Bidders.

14. Interference:

Lessee agrees to have installed equipment of the type and frequency which will not cause measurable interference to Landlord or neighboring landowners. In the event Lessee's equipment causes such interference, and after Landlord has notified Lessee of such interference, Lessee will take all steps necessary to correct and eliminate the interference. The Landlord will not permit the installation of any future equipment which results technical interference problems with the Lessee's or other sub-lessees then existing equipment.

15. Tests and Construction:

Lessee shall have the right at any time following the full execution of this Agreement to enter upon the Leased Premises for the purposes of making appropriate engineering and boundary surveys, inspections, soil test borings, other reasonably necessary tests and constructing the Antennae Facilities. Upon Lessee' s request, Landlord agrees to provide promptly to Lessee copies of all plans, specifications, surveys and maps for the Premises.

16. Notices:

All notices. requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested; to the following addresses:

If to Landlord, to: Borough Clerk
Borough of Hamburg
16 Wallkill Avenue
Hamburg, N.J. 07419

If to Lessee, to:

17. Successors and Assigns:

This Agreement shall be binding upon and inure to the benefit of the parties, their respective successors, and assigns.

18. Non-Waiver:

Failure of Landlord to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but Landlord shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Lessee to Landlord after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

19. Miscellaneous:

A. Landlord and Lessee represent that each, respectively, has full right, power, and authority to execute this Agreement.

B. This Agreement constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations, and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Agreement must be in writing and executed by both parties.

C. If requested by Lessee, Landlord agrees to execute and deliver to Lessee a recordable Memorandum of this Agreement. i

D. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

E. If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. This lease was executed as of the date first set forth above.

LANDLORD: BOROUGH OF HAMBURG

BOROUGH OF HAMBURG

By: _____
MAYOR

Attest:

_____
Beth Martin, Acting Borough Clerk

LESSEE:

NAME OF LESSEE

By:_____

Witness:

_____

EXHIBIT A
Site Description

Site situated in the Borough of Hamburg, County of Sussex, State of New Jersey commonly described as follows:

75 Summit Road, New Jersey also known as Block 21, Lot 43 on the Official Tax Map of the Borough of Hamburg.