

**AMENDMENT
TO
LEASE AGREEMENT**

This Amendment ("Amendment") is entered into, and effective as of 2012, by and between the BOARD OF EDUCATION OF THE BOROUGH OF RED BANK, in the County of Monmouth ("Landlord"), and BOROUGH OF RED BANK ("Tenant").

RECITALS

WHEREAS, Tenant and Landlord are parties to a lease dated April 1, 1978 (the "Lease") pursuant to which the Landlord leased to Tenant certain premises identified therein as Lot 41, Block 97A as shown on the Official Tax of the Tenant which is referred to in the Lease as the "Athletic Field" and which is presently known as "Count Basie Field and Park";

WHEREAS, the Lease was amended by the parties on June 10, 2004 and February 27, 2008 (the "Lease Amendments");

WHEREAS, pursuant to the June 10, 2004 Lease Amendment, the Lease term was extend to December 31, 2030;

WHEREAS the Tenant requires a further extension of the Lease term until December 31, 2034 to obtain a Monmouth County Municipal Open Space Grant, which funding is to be used for further improvements to Count Basie Park as more specifically set forth below (the "Improvements"); and

WHEREAS, the Tenant also has available to it a grant and low interest loan funding from the State of New Jersey, Green Acres Program ("Green Acres Program") for the Improvements.

NOW, THEREFORE, for good and valuable consideration, including the Recitals set forth above, which are incorporated herein by reference, the receipt and adequacy of which are hereby expressly acknowledged and agreed, the parties do hereby agree as follows:

1. **EXTENSION OF LEASE:**

The term of the Lease is hereby extended for an additional four (4) years, through and ending December 31, 2034.

2. **IMPROVEMENT TO PROPERTY:**

All improvements shall be constructed at Count Basic Field and Park in accordance with the plans and specifications referenced herein (as Exhibit A) or as later approved in writing by the parties, and shall be subject to the regulations and policies of the Green Acres Program, and the terms of the Lease, as amended.

3. **MAINTENANCE:**

The parties agree that all facilities on the Count Basic Field and Park shall be properly maintained solely by the Tenant as agreed in the Lease. All such maintenance activities shall be in compliance with and subject to the regulations and policies of the Green Acres Program. Maintenance shall conform in all respects to all applicable codes and laws.

4. **PUBLIC USAGE:**

The parties acknowledge that the "Count Basic Field and Park" is to be available for use by the general public, regardless of place of residence, at all times of the year and during all reasonable hours of the day, consistent with the type of recreational activity occurring and/or the facility being used. The parties acknowledge that such use is in the public interest.

5. **USE SCHEDULE:**

Subsequent to this Amendment to the Lease having been executed by both parties, and approved by the Green Acres Program, a Use Schedule shall be prominently posted at the "Count Basie Field and Park" to be prepared by Tenant. This schedule will advise the general public of specific use arrangements and the availability of the facilities to the general public.

6. **SIGNS:**

The Tenant will obtain from the Green Acres Program and erect a permanent sign at the "Count Basic Field and Park" which acknowledges the use of Green Acres funds at the site.

7. **NON-DISCRIMINATION:**

The parties agree that in the use of the "Count Basie Field and Park" there shall be no discrimination on the basis of race, creed, color, national origin, nationality, ancestry, age, sex, marital status, atypical cellular or blood trait, or physical disability, subject only to conditions and limitations applicable alike to all persons, nor on the basis of residence.

8. **APPROVAL BY PARTIES:**

This Amendment is conditioned upon the final adoption by the Tenant and the Landlord of resolutions authorizing the same.

9. **ASSIGNMENT/DELEGATION OF DUTIES:**

The Tenant shall not assign the Lease nor sublet all or any part of the Count Basie Field and Park without prior written consent of the Green Acres Program and the Landlord.

10. **RATIFICATION:**

The parties hereby ratify the Lease and Lease Amendments and except as amended or modified hereby, all other terms of the Lease and Lease Amendments shall remain unaltered and in full force and effect.

11. **CAPACITY TO SIGN**

Each individual and entity executing this Amendment hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind to the terms hereof the party on whose behalf it is executing this Amendment.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Amendment to be signed by their duly authorized officers or representatives as of the dates set forth below.

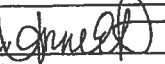
BOARD OF EDUCATION OF
THE BOROUGH OF RED BANK
IN THE COUNTY OF MONMOUTH

BY: 

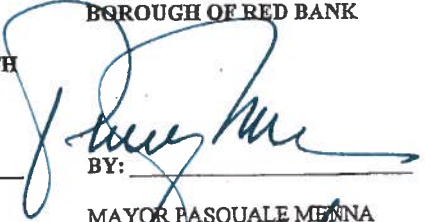
Name: Ann Roseman

Title: President

Date: _____

Attest: 
Board Secretary

BOROUGH OF RED BANK

BY: 

MAYOR PASQUALE MINNA

Date: 12/5/2012

Attest: 
Borough Clerk