

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE

No. 94 055

1ST READING November 14, 1994

DATE TO MAYOR December 7, 1994

2ND READING & PUBLIC HEARING DECEMBER 6, 1994

DATE RESUBMITTED TO COUNCIL _____

WITHDRAWN _____ LOST _____

DATE EFFECTIVE DECEMBER 25, 1994

APPROVED AS TO FORM AND LEGALITY

[Signature]
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

[Signature]
TITLE

**ORDINANCE AUTHORIZING LEASE OF HAMILTON TOWNSHIP PROPERTY
KNOWN AS VAN HORN PARK TO HTRBA, INC. {SECTION 5, LOT 13}**

WHEREAS the Council of the Township of Hamilton finds that certain land owned by the Township of Hamilton known as Van Horn Park, Section 5, Lot 13, located on Ferndale Avenue is not presently needed for public use pursuant to the *Local Lands and Buildings Law, N.J.S.A. 40A:12-14*; and

WHEREAS *HTRBA, Inc.* is a New Jersey nonprofit corporation dedicated to the promotion of health, safety, morals and general welfare of more than 200 of the younger citizens of Hamilton Township through organized recreational baseball conducted by volunteers within our community, and as such, consistent with *N.J.S.A. 40A:12-15(i)* lease of *Van Horn Park* to *HTRBA, Inc.* is in the best interests of the citizens of the Township of Hamilton;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that lease of the subject premises to *HTRBA, Inc.* for twenty (20) years effective September 1, 1994 at a nominal rent of \$1.00 be and is hereby authorized, that the Business Administrator of the Township of Hamilton is the municipal official responsible for administration of the lease, and that the proper officials of the Township of Hamilton are authorized to execute lease documents, and any associated waivers to facilitate financings sought by the *HTRBA, Inc.* related to matters other than the realty owned by Hamilton Township;

BE IT FURTHER ORDAINED that the *HTRBA, Inc.* as a condition of the lease as provided at *N.J.S.A. 40A:12-14(c)* shall annually submit to the Hamilton Township Business Administrator a report as to utilization of the facility, activities undertaken in furtherance of the public purpose designated herein, the value or cost of such activities, and an affirmation of the continued tax-exempt status of the nonprofit corporation under federal and state law.

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

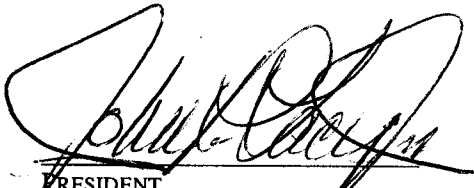
ORDINANCE

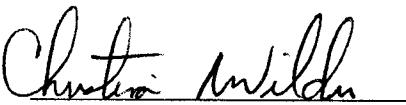
No. 94 055

ORDINANCE AUTHORIZING LEASE OF HAMILTON TOWNSHIP PROPERTY
KNOWN AS VAN HORN PARK TO HTRBA, INC. {SECTION 5, LOT 13}

Any Ordinance or Ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict. This Ordinance shall become effective immediately upon final adoption and publication thereof according to law.

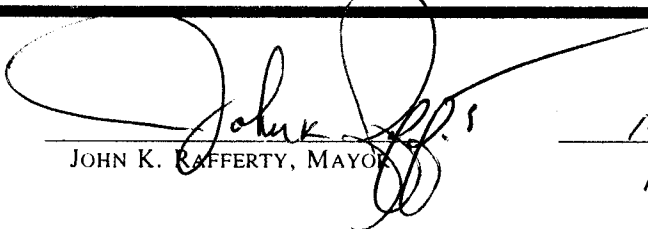
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PRESIDENT


MUNICIPAL CLERK

RECORD OF VOTE													
First Reading							Second Reading						
COUNCIL	AYE	NAY	NV	AB	ORD	SEC	COUNCIL	AYE	NAY	NV	AB	ORD	SEC
Michael Angarone	✓					✓	Michael Angarone	✓					
Paul Pete Schroeder	✓				✓		Paul Pete Schroeder	✓					
Ronald J. Palumbo	✓						Ronald J. Palumbo	✓				✓	
David K. Flood	✓						David K. Flood	✓					✓
John R. Lacy, Jr.	✓						John R. Lacy, Jr.	✓					
X - Indicates Vote A.B. - Absent N.V. - Not Voting RES. - Moved SEC. - Seconded													

REJECTED _____
APPROVED ✓


JOHN K. RAFFERTY, MAYOR

12/7/94
DATE

RECONSIDERED BY COUNCIL _____ OVERRIDE VOTE AYE _____ NAY _____

FILE COPY

LEASE AGREEMENT

VAN HORN PARK

HAMILTON TOWNSHIP AND HAMILTON TOWNSHIP RECREATION BASEBALL ASSOCIATION

HAMILTON TOWNSHIP COUNCIL ^{ORDINANCE} ~~RESOLUTION~~ 94 - 055

This LEASE AGREEMENT is hereby entered into *September 1, 1994* by and between the *Township of Hamilton, County of Mercer, State of New Jersey*, having principal offices at 2090 Greenwood Avenue, CN 00150, Hamilton, New Jersey 08650-0150 (hereinafter referred to as the "LANDLORD"), and by the *Hamilton Township Recreation Baseball Association*, having offices located at *P.O. Box 3231, Trenton, New Jersey 08619* (hereinafter referred to as the "TENANT") as acknowledgment of the terms and conditions set forth herein.

WITNESSETH:

WHEREAS, LANDLORD and TENANT hereby enter into this Agreement on for the lease from LANDLORD of a portion of those certain premises situated in the Township of Hamilton, County of Mercer, State of New Jersey commonly known as *Van Horn Park* and located at *Ferndale Avenue, Hamilton, New Jersey*, and consisting of a parcel of land as described in Schedule A annexed hereto and depicted in the survey annexed hereto as Schedule B;

WHEREAS, the TENANT desires to utilize the subject premises for the sole purposes of conducting an organized athletic league known as *Hamilton Township Recreation Baseball Association*, and all other activities attendant and incident thereto;

NOW THEREFORE, in consideration of the foregoing, the truth and accuracy of which is hereby acknowledged, and in consideration of the sums and promises hereinafter set forth and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

*Van Horn Park Lease Agreement
Hamilton Township and Hamilton Township Recreation Baseball Association
September 1, 1994*

ARTICLE I

DEFINITIONS

1.01 *Words and Terms.* The following words and terms, when used in this Lease Agreement Addendum, shall have the meaning given to them in this Article unless another meaning is plainly intended by the context:

- A. "Building" shall mean and refer to that certain building located at
- B. "Landlord" shall mean and refer to Landlord and its successors and/or assigns. The term "Landlord" as used in this Lease shall also mean the owner or the mortgagee in possession for the time being of the Premises so that, in the event of any sale of the Premises or an assignment of this Lease, Landlord shall be and hereby is entirely freed and relieved of all obligations hereunder, provided however that the LANDLORD will allow TENANT the right to negotiate with the purchaser, mortgagee or assignee for the use of the parcel for the duration of the agreement.
- C. "Premises" shall mean and refer to that portion of land owned by LANDLORD and by the TENANT as described above.
- D. "Permitted Use" means only positive programs for the physical and emotional development, as well as for the general benefit, of the *Hamilton Township Recreation Baseball Association*. Any operations or transactions in addition to those mentioned above may be provided only upon obtaining the prior written approval of the LANDLORD.

ARTICLE II

DEMISE AND TERM

2.01 *Agreement to Lease.* LANDLORD and TENANT hereby acknowledge and agree that

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the terms and conditions as hereinafter set forth constitute a precise and fully detailed description of the terms and conditions agreed to by the parties.

TENANT takes the Premises "As Is" and shall be responsible and pay in full the entire cost of operating and maintaining the premises.

TENANT agrees to submit documentation on the costs of the improvements made pursuant to this Lease or improvements which have been approved by the LANDLORD.

2.02 Term of Lease.

A. The Term of the Lease shall commence on the date set forth above and shall terminate on the earlier of:

- (i) twenty (20) years from the commencement date; or
- (ii) the earlier termination of this lease pursuant to the terms and conditions of this Agreement;

provided, however, that this Lease will be reviewed every five (5) years. Such review will be for the purpose of determining the needs of both TENANT and LANDLORD as to the use of the Premises. However, except as otherwise provided herein, such review shall not affect TENANT'S right to continued use of the Premises during the 20 year lease term.

B. In the event that LANDLORD is unable or is prevented from delivering possession of the Premises to TENANT and commence the Term of this Lease by reason of any Act of God or for any reason beyond the reasonable control of LANDLORD, including, but not limited to, weather, or denial of any approvals which may be required in order to comply with the terms and obligations of this Lease, then the time of such performance by LANDLORD shall be extended by a time equal to the amount of such delay, provided, however, that should LANDLORD be unable to commence the term of this Lease by then either party

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shall have the right to cancel this Lease upon ten (10) days written notice to the other, and neither party shall have any further claim or right against the other.

ARTICLE III

RENT, ADDITIONAL RENT AND SECURITY

3.01 *Rent.* Rent for the Term of this Lease shall be One Dollar (\$1.00) payable by TENANT to LANDLORD upon commencement of this Lease.

3.02 *Additional Rent.*

- A. Except as otherwise herein provided, no additional rental payments are required under this Lease Agreement.
- B. Any failure by the TENANT to comply with any term of this Lease which results in financial loss to the LANDLORD or otherwise cause LANDLORD to incur additional costs with respect to this Lease, including, but not limited to attorneys fees, shall be regarded as additional rent due to the LANDLORD by TENANT, and shall be due and payable as rent within 60 days of receipt of notice of same from LANDLORD. Failure of TENANT to pay such additional rent subsequent to notification to TENANT from LANDLORD that such additional rent is due and owing, shall constitute a default under this Lease.
- C. Notwithstanding any other provision of this Lease, TENANT shall also be obligated to pay for all damage to any part of the Building or Premises caused by the act or neglect of the TENANT, its agents, employees, servants or invitees.

ARTICLE IV

USE AND QUIET ENJOYMENT

4.01 *Use.* TENANT shall use and occupy the Premises for its Permitted Use and for no other

purposes without the prior written consent of the LANDLORD.

4.02 *Peaceable Possession.* LANDLORD covenants that so long as the TENANT complies with the terms and provisions of this Lease, TENANT shall, at all times during the term, peaceably and quietly have, hold and enjoy the Premises, subject to the provisions of this Lease.

ARTICLE V

INDEMNIFICATION

5.01. *Indemnification by TENANT.* TENANT shall indemnify, defend and hold LANDLORD harmless from and against all liability (statutory or otherwise) claims, suits, demands, damages, obligations, judgments, fines, penalties, liabilities, losses, costs, charges, interest and expenses (including reasonable attorneys fees and disbursements incurred in the defense thereof) which LANDLORD may suffer, be claimed to be responsible for, or may pay or incur by reason of or arising out of any of the following:

- A. Any breach by TENANT of this Lease, including, without limitation, any failure on the part of TENANT to pay Rent, Additional Rent or any other charge or fee, or to perform, observe or comply with any of the obligations, covenants, agreements or conditions under this Lease or which TENANT is required under this Lease to pay or perform or comply with; and
- B. Any act or negligence on the part of the TENANT, its agents, employees, successors, assigns or subtenants or other occupants of any part of the Premises during the term of this Lease and any renewals or extensions hereof; and
- C. Any accident, injury, death or damage whatsoever in the Premises caused to any person, firm or entity or property (including any loss of use thereof) occurring during the term of this Lease or occurring prior to the term of this Lease provided the TENANT had been given access to the Premises; and

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D. Any accident, injury, death or damage caused by the act or negligence of TENANT or its subtenants or occupants of any part of the Building or its agents, servants, employees, contractors or licensees or caused by TENANT's breach of this Lease or arising from any condition of the Building due to or resulting from any default of the TENANT in the keeping, observance or performance of any covenant, agreement, term, provision or condition contained in this Lease.

5.02 *No Claims Against LANDLORD.* TENANT shall make no claim against the LANDLORD for any injury or damage to the TENANT or to any other person or for any damage to or loss (by theft or otherwise) of, or loss of use of, any property of the TENANT or of any other person, irrespective of the cause of such injury, damage or loss unless caused by the negligence of the LANDLORD, its agents, employees and contractors, it being understood that no property other than such as might normally be brought upon or kept in the Building as an incident to the reasonable use of the Building for the purposes herein specified will be brought upon or kept in the Building.

5.03 *Defense of Claims.* If any action or proceeding shall be brought against the LANDLORD based on any claim as set forth hereinabove, TENANT, upon notice from LANDLORD, shall cause the same to be defended, at TENANT'S sole cost and expense by counsel reasonably satisfactory to LANDLORD, acting for TENANT'S insurance carriers, or otherwise provided by TENANT.

5.04 *Non-liability of LANDLORD.* The LANDLORD shall not be liable for any damage or injury which may be sustained by the TENANT or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders gutters, valleys, downspouts or the like or the electrical, gas, power, conveyor, refrigeration, sprinkler, air-conditioning or heating systems, elevators or hoisting equipment; or by the reason of the elements; unless resulting from the negligence on part of any

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other lessee or of the LANDLORD or any other lessee's agents, employees, licensees, invitees, sublessees, assignees or successors; or attributable to any interference with, interruption of or failure, beyond the control of the lessee or LANDLORD, of any services to be furnished or supplied by the LANDLORD.

5.05 *Definition of LANDLORD AND TENANT.* For the purposes of this Article VI, the terms "LANDLORD" and "TENANT" shall include their respective officers, directors, board members, partners and/or participants, as the case may be.

ARTICLE VI

ASSIGNMENT AND SUBLETTING

6.01 *TENANT's Right to Assign or Sublet.*

TENANT shall not assign or sublet this Lease.

ARTICLE VII

REPAIRS, MAINTENANCE AND SAFETY

7.01 *TENANT's Responsibility for Repair and Maintenance.*

- A. During the term of this Lease TENANT shall not commit or suffer waste or injury to the Building or Premises and shall keep same and all parts thereof unobstructed and clean and free of rubbish and fit for the purposes for which the Premises are intended. TENANT shall also observe and comply with the requirements of all policies of insurance of the types to be maintained under this Lease. TENANT shall maintain, service and repair all fixtures, equipment and personal property of TENANT.
- B. TENANT agrees that the LANDLORD and the LANDLORD'S agents, employees or other representatives, shall have the right to enter into and upon the

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Premises or any part hereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation of the Premises. Notwithstanding anything herein to the contrary, this subparagraph shall not be deemed to be a covenant by the LANDLORD nor construed to create an obligation on part of the LANDLORD to make any such inspections or repairs.

- C. TENANT shall be solely responsible for all costs and expenses incurred by LANDLORD in effectuating repairs to the Premises which have resulted from TENANT'S tortious use of the Premises, or by its agents, employees, invitees, licensees, sublessees, assignees or successors.

7.02 *Safety.* LANDLORD shall undertake to insure safe use of the exterior walkways and steps of the walkways and steps leading to the Premises, however, the TENANT shall be responsible for insuring safety of all areas within the boundaries of the Premises.

7.03 *Mechanics' Liens.* TENANT shall not suffer nor permit any mechanic's liens to be filed against the Premises or Building or against the LANDLORD'S interest under this Lease by reason of work, labor or services rendered or materials supplied or claimed to have been supplied to TENANT or anyone holding any interest in the Premises or any part thereof through or under TENANT. If any such mechanic's lien shall be filed against the Premises or Building at anytime, TENANT shall, within fifteen (15) days after notice from LANDLORD of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, or order of a court of competent jurisdiction. If TENANT shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy of LANDLORD, LANDLORD may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by bonding or otherwise. LANDLORD shall be entitled, if LANDLORD so elects, to compel the prosecution of any

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action for the foreclosure of any such mechanic's lien by the lienor and to pay the amount of any judgment in favor of the lienor with interest, costs and allowances. Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of LANDLORD, express or implied, by inference or otherwise, to any contractor, subcontractor, laborer or materialmen, in the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the Premises or Building or any part thereof.

ARTICLE VII

CONDEMNATION

8.01 *Termination of Lease.* In the event the Premises are condemned or taken in any manner for any public or quasi public use, then the LANDLORD shall be permitted to terminate this Lease.

8.02 *Effect of Condemnation.* In the event the Premises or the building in which the Premises are a part shall be wholly or partially condemned or taken in any manner for any public or quasi public use, then the TENANT shall not be entitled to any portion of the condemnation award or payment for the Premises or for the TENANT'S leasehold interest. Any right to make a claim for any such award shall be vested solely with LANDLORD. TENANT shall be permitted to receive that part if any, of any condemnation award apportioned to TENANT'S trade fixtures and equipment, if any. TENANT shall also be permitted to receive reimbursement from LANDLORD for improvements made to the Premises during the term of the LEASE.

ARTICLE IX

DEFAULT

9.01 *Events of Default.*

The following shall constitute "Events of Default" by TENANT under this Lease:

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- A. If TENANT shall do or permit to be done any act or thing which will constitute a breach or violation of any of the terms, covenants or conditions of this Lease, and the same shall not be cured within thirty (30) days after LANDLORD has given written notice to TENANT of such a breach or violation, or if such breach cannot reasonably be cured within said thirty (30) day period if TENANT fails to commence a cure of such breach within said thirty (30) day period and thereafter diligently prosecutes same.
- B. If TENANT shall do or permit any act or thing which will constitute a breach or violation of the terms, covenants, or conditions of this Lease which breach or violation has been previously noticed three (3) days in writing to TENANT within any one year period regardless of whether TENANT cures such current or later default.

9.02 *Effect of Default.*

- A. If any Event of Default shall occur and LANDLORD, at any time thereafter during the continuance thereof, at its option, gives written notice to TENANT stating that this Lease and the term hereof shall expire and terminate on the date specified in such notice, which date shall not be less than ten (10) days after the giving of such notice, then this Lease and the term hereof and all rights of TENANT under this Lease shall expire and terminate on the date specified in such notice as if the date specified in such notice were the date herein definitely fixed for the expiration of the term hereof and TENANT immediately shall quit and surrender the Premises.
- B. If an Event of Default shall occur, or this Lease shall be terminated as provided in this Article X, LANDLORD, without notice, may dispossess TENANT by summary proceedings or otherwise.

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- C. If this Lease shall be terminated as provided for in this Article X, then:
- (i) LANDLORD may relet the Premises or any parts thereof for the whole or any part of the remainder of the term hereof in LANDLORD's name or as agent of TENANT, and out of any rent and other sums collected or received as a result of such reletting LANDLORD shall:
 - (A) first, pay to itself the reasonable costs and expenses of terminating this Lease, re-entering, retaking, repossessing, completing construction and repairing and/or altering the Premises, or any part thereof, and the reasonable cost and expense of removing all persons and property therefrom, including in such costs reasonable brokerage commissions, legal expenses and attorneys' fees and disbursements;
 - (B) second, pay to itself the reasonable cost and expense sustained in securing any new tenants and other occupants, including in such costs reasonable brokerage commissions, legal expenses and attorneys' fees and disbursements and other expenses of preparing the Premises for reletting, and, if LANDLORD shall maintain and operate the Premises, the cost and expense of operating and maintaining the Premises; and
 - (C) third, pay to itself any balance remaining on account of the liability of TENANT to

LANDLORD. LANDLORD in no way shall be responsible or liable for any failure to relet the Premises or any part thereof, or for any failure to collect any rent due on any such reletting, and no such failure to relet or to collect rent shall operate to relieve TENANT of any liability under this Lease or to otherwise affect any such liability;

- (ii) TENANT shall be liable for and shall pay to LANDLORD, as damages, any deficiency (referred to as "Deficiency") between the rental and other charges reserved in this Lease for the period which otherwise would have constituted the unexpired portion of the term hereof and the net amount, if any, of rents collected under any reletting for any part of such period (first deducting from the rents collected under any such reletting all of the payments to LANDLORD); any such Deficiency shall be paid in installments by TENANT on the days specified in this Lease for payment of installments of rental, and Landlord shall be entitled to recover from TENANT each Deficiency installment as the same shall arise, and no suit to collect the amount of the Deficiency for any installment period shall prejudice LANDLORD's right to collect the Deficiency for any subsequent installment period by a similar proceeding.

- D. No termination of this Lease pursuant to this Section, and no taking possession of and/or reletting the Premises, or any part thereof, pursuant to this Section,

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shall relieve TENANT of its liabilities and obligations hereunder to pay damages, all of which shall survive such expiration, termination, repossession or reletting except as otherwise specifically provided.

9.03 *Non-waiver by LANDLORD.* The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative, and the failure of the Landlord to enforce strict performance by the Tenant of the conditions and covenants of this Lease or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Landlord or any installment of rent after any breach by the Tenant, in any one (1) or more instance, shall not be construed or deemed to be a waiver or relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

ARTICLE X

INSURANCE

TENANT shall, at its sole cost and expense, obtain and maintain in full force and effect throughout the term of this Lease general public liability insurance, insuring the LANDLORD against any and all liability or claims arising out of or occasioned by or resulting from any accident or otherwise in or about the Premises, for injuries to any person or persons, for limits of not less than *Two Million Dollars (\$2,000,000.00)* for injuries to one person and *Two Million Dollars (\$2,000,000.00)* for injuries to more than one person in any one accident or occurrence, *Two Million (\$2,000,000.00) Dollars* for personal property damage, and casualty insurance.

TENANT shall name the LANDLORD as an Additional Named Insured, and such policies shall provide that they cannot be canceled or altered except upon sixty (60) days prior written notice to LANDLORD.

TENANT shall obtain all such policies of coverage and deliver Certificates of Insurance

evidencing same to LANDLORD at least ten (10) days prior to the commencement date of the term of this Lease and shall deliver to LANDLORD Certificates of Insurance evidencing coverage as they are renewed throughout the term of this Lease.

ARTICLE XII
EQUIPMENT AND FIXTURES

12.01 *Removal by TENANT.*

- A. All fixtures, equipment, improvements and appurtenances attached to or built into the Premises at the commencement of or during the term of this Lease whether or not by or at the expense of TENANT, shall remain part of the Premises, and shall be deemed property of LANDLORD and shall not be removed by TENANT.
- B. All communications equipment, office equipment, furniture, furnishings and other articles of movable personal property owned by TENANT and located in the Premises but not attached to the realty (herein collectively called "TENANT's Property") shall be and shall remain the property of TENANT and may be removed by TENANT at any time during the term of this Lease; provided that if any of TENANT's Property is removed, TENANT shall repair or pay the cost of repairing any damage to the Premises resulting from the removal thereof. Any items of TENANT's Property which shall remain in the Premises after the expiration date or earlier termination of this Lease with respect to any portion(s) of the Premises shall be deemed to have been abandoned, exclusive of cash and securities, and in such case such items, exclusive of cash and securities, may be retained by LANDLORD as its property or disposed of by LANDLORD, without accountability or cost by LANDLORD to TENANT, in such manner as

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LANDLORD shall determine, and TENANT shall have no obligation to restore the Premises affected by said abandoned property.

ARTICLE XIII

ATTORNNMENT

13.01 *Attornment by TENANT.* TENANT covenants and agrees that if by reason of a default the leasehold estate of LANDLORD in the Premises demised by this Lease is terminated, TENANT will attorn to the then holder of the reversionary interest in the Premises and will recognize such holder as TENANT's landlord under this Lease. TENANT agrees to execute and deliver, at any time and from time to time, upon the request of LANDLORD any instrument which may be necessary or appropriate to evidence such attornment, and TENANT hereby appoints LANDLORD the attorney-in-fact, irrevocable, of TENANT to execute and deliver for and on behalf of TENANT any such instrument in the event TENANT, without cause, fails to execute such instrument within fifteen (15) days.

ARTICLE XIV

ESTOPPEL CERTIFICATE

14.01 *Requested by LANDLORD.* LANDLORD may at any time during the term of this Lease request an estoppel certificate from the TENANT who shall issue the required estoppel certificate within fifteen (15) days of the request for same by LANDLORD. In the event the TENANT, without cause, fails to issue the estoppel certificate within fifteen (15) days, LANDLORD may sign same on behalf of TENANT as TENANT's attorney in fact.

ARTICLE XV

REAL ESTATE TAXES

15.01 REAL ESTATE TAXES. The Premises are presently exempt from real estate taxes. In the event any real estate taxes shall be imposed upon LANDLORD as a result of this Lease, TENANT hereby agrees to be responsible for the payment of such real estate taxes. TENANT shall have the right to contest the imposition an/or amount of such taxes with the full cooperation of the LANDLORD.

ARTICLE XVI

COMPLIANCE WITH LAWS

16.01 *Compliance with Laws*. Tenant shall promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State and Municipal governments or Public Authorities and all their departments, bureaus and subdivisions, applicable to and affecting the Premises, their use and occupancy, for the correction, prevention and abatement or nuisances, violations or other grievance in, upon or connected with the Premises, caused by Tenant, its agents, employees, guests, licensees, invitees, sublicensees, assignees or successors, during the term hereof; and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the Premises and its contents, relating to the conduct of the Tenant, its agents, employees, guests, licensees, invitees, sublessees, assignees or successors during the use and occupancy, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense.

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ARTICLE XVII

ALCOHOLIC BEVERAGES

17.01 *Prohibition of Alcoholic Beverages.* The consumption, use and/or dispensing of alcoholic beverages in or about the Premises is *strictly prohibited*. TENANT shall not authorize or permit anyone, including its members or individuals associated with the TENANT, to consume, use and/or dispense alcoholic beverages for any purpose in or about the Premises.

ARTICLE XVIII

MISCELLANEOUS

18.01 *Notices, Requests and Approvals.* Any bill, statement, notice or communication required hereunder ("Notices") shall be deemed sufficiently given or rendered if in writing and if the same shall refer specifically to this Lease and shall be sent by either (i) registered or certified mail, return receipt requested or (ii) overnight mail or courier with proof of receipt and shall be deemed delivered five (5) days after postal deposit (if registered or certified mail) or on the date of receipt (if sent by overnight mail or courier).

LANDLORD shall send all notices to TENANT at the address set forth on page one of this Lease and at the address of the demised premises.

All notices to LANDLORD shall be given to:

Township of Hamilton
Office of the Municipal Clerk
2090 Greenwood Avenue
CN 00150
Hamilton, New Jersey 08650-0150

with copies to:

*Van Horn Park Lease Agreement
Hamilton Township and Hamilton Township Recreation Baseball Association
September 1, 1994*

Township of Hamilton
Office of the Business Administrator
2090 Greenwood Avenue
CN 00150
Hamilton, New Jersey 08650-0150

Township of Hamilton
Department of Law
2090 Greenwood Avenue
CN 00150
Hamilton, New Jersey 08650-0150

Any party hereto may, at any time, designate any other address in substitution of the foregoing address to which such notice, request, approval or copy thereof shall be given.

18.02 *Recordation.* This Lease shall not be recorded by any party hereto without the prior consent of each of the parties hereto attached to such instrument prepared for recording. Any recording in violation of this provision shall be void *ab initio* and the party who records this Lease shall be liable for attorney's fees and any costs incurred in order to clear said recorded instrument from the records.

18.03 *Captions.* Headings and captions used herein are for convenience only and do not form a substantive part of this Lease and shall not control or affect the meaning or construction of any provision of this Lease.

18.04 *Construction.* This Lease has been entered into and shall be construed, governed and enforced in accordance with the laws of the State of New Jersey. This Lease shall not be construed in conjunction or integration with any other agreement unless expressly so stated within such agreement, and constitutes the entire agreement of the parties.

18.05 *Independent Counsel.* Each of the parties represents by the execution of this Lease that it has not relied upon any representations, oral or otherwise, of any of the other parties or their

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agents or representatives, except for those representations which are explicitly set forth in this Lease.

18.06 *Savings Clause.* The invalidity of any clause contained herein shall not render any other provision invalid and the balance of the Lease not held invalid shall be binding upon all parties hereto. Landlord may pursue the relief or remedy sought in any invalid clause, by conforming such clause with the provisions of the statutes or regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth herein at length.

18.07 *Waiver.* The parties hereto may, by mutual agreement in writing, extend the time for the performance of any of the obligations hereunder. The party for whose benefit a warranty, representation, covenant, obligation, condition or occurrence of default is intended may, in writing, waive any inaccuracies in any such representation or warranty or waive performance of any of the obligations of the other party hereto and any default hereunder. Any such waiver shall not affect or impair the waiving party's rights with respect to any other warranty, representation, condition, obligations, covenant or default hereunder. Failure to enforce any of the provisions of this Lease by any of the parties shall not be construed as a waiver of such provisions.

18.08 *Amendment.* This Lease may not be amended, altered, or modified in any manner except in writing and by agreement of all the parties hereto. No course of conduct or course of dealing by the parties shall be construed to constitute a waiver, modification or amendment of any provision of this Lease in the absence of a writing executed in accordance with this Section. The requirement set forth in this Section that amendments to this Lease must be in writing, and this sentence, shall not be amended by any oral agreement of the parties.

18.09 *Relationship.* Nothing contained in this Lease shall be construed as making LANDLORD and TENANT the partner, agent or joint venturer of the other, and except as expressly provided

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to the contrary the parties disclaim and waive any right to share in each other's profits and losses and any right to act by or on behalf of each other. The parties shall have no relationship to each other hereunder other than that of LANDLORD and TENANT.

18.10 *LANDLORD's Access.* Except as otherwise provided in this Lease, LANDLORD agrees that it shall not be entitled to enter the demised premises except in the event of an emergency unless LANDLORD gives TENANT reasonable notice of its intention to enter the demised premise and unless LANDLORD is accompanied by a representative of TENANT which representative TENANT agrees to provide.

18.11 *Waiver of Subrogation Rights.* The TENANT waives all rights of recovery against the LANDLORD or LANDLORD'S agents, employees or other representatives, for any loss, damages or injury or any nature whatsoever to property or persons for which the TENANT is insured.

18.13 *Sign.* TENANT shall install on the premises at or about the primary entry road a sign indicating the name of TENANT's athletic organization, the name of the premises as designated herein, and stating *A Hamilton Township Facility*. Such sign shall be subject to review and approval by the Hamilton Township Department of Engineering, Planning and Inspections.

18.14 *Vending Machines.* TENANT shall be required to obtain the prior written approval of LANDLORD for the installation of any and all vending machines of any nature or type, which approval shall not be unreasonably withheld.

18.15 *Keys.* Landlord shall provide sufficient keys to the Tenant's agents, employees and other administrative personnel to provide access to the Premises. Landlord shall have the right to determine the number of keys to be provided and the extent of their use to provide access. All such keys shall be returned to the Landlord at the termination of this Lease. If all keys are not returned, or adequately accounted for, Landlord may, in its sole discretion, require the Tenant, at the Tenant's expense, to replace such locks and provide such keys as may be required to

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Hamilton Township and HTRBA, Inc.
September 1, 1994*

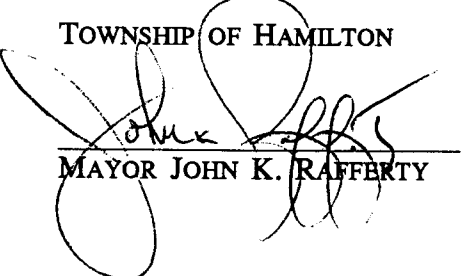
restore the building to its original condition of security as determined by the Landlord.

18.16 *Telephone.* TENANT must install a telephone for use by Tenant's personnel. Tenant shall be responsible for the cost and service charge and for removal upon termination of this Lease. LANDLORD shall not receive or transmit any telephone calls on behalf of the Tenant or its personnel.

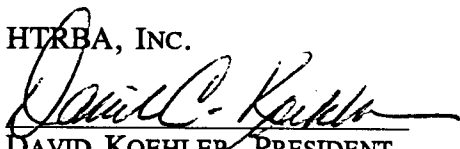
18.17 *Binding Effect.* All terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals to this Lease as of the date first written above.

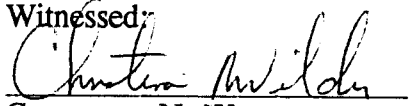
TOWNSHIP OF HAMILTON


MAYOR JOHN K. RAFFERTY

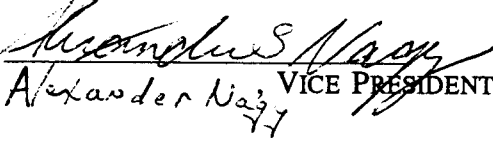
HTRBA, INC.


DAVID KOEHLER, PRESIDENT

Witnessed:


CHRISTINA N. WILDER
HAMILTON TOWNSHIP MUNICIPAL CLERK

Dated: 1/18/95


ALEXANDER NAGY, VICE PRESIDENT

Witnessed:


(Print or Type Name Above)

Dated: March 20, 1995

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE

No. 94 055

1ST READING November 14, 1994 DATE TO MAYOR December 7, 1994
2ND READING & PUBLIC HEARING December 6, 1994 DATE RESUBMITTED TO COUNCIL _____
WITHDRAWN _____ LOST _____ DATE EFFECTIVE December 26, 1994

APPROVED AS TO FORM AND LEGALITY

[Signature]
TOWNSHIP ATTORNEY

FACTUAL CONTENTS CERTIFIED TO BY

[Signature]
TITLE

ORDINANCE AUTHORIZING LEASE OF HAMILTON TOWNSHIP PROPERTY
KNOWN AS VAN HORN PARK TO HTRBA, INC. {SECTION 5, LOT 13}

WHEREAS the Council of the Township of Hamilton finds that certain land owned by the Township of Hamilton known as Van Horn Park, Section 5, Lot 13, located on Ferndale Avenue is not presently needed for public use pursuant to the *Local Lands and Buildings Law, N.J.S.A. 40A:12-14*; and

WHEREAS *HTRBA, Inc.* is a New Jersey nonprofit corporation dedicated to the promotion of health, safety, morals and general welfare of more than 200 of the younger citizens of Hamilton Township through organized recreational baseball conducted by volunteers within our community, and as such, consistent with *N.J.S.A. 40A:12-15(i)* lease of *Van Horn Park* to *HTRBA, Inc.* is in the best interests of the citizens of the Township of Hamilton;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Township of Hamilton, in the County of Mercer and State of New Jersey, that lease of the subject premises to *HTRBA, Inc.* for twenty (20) years effective September 1, 1994 at a nominal rent of \$1.00 be and is hereby authorized, that the Business Administrator of the Township of Hamilton is the municipal official responsible for administration of the lease, and that the proper officials of the Township of Hamilton are authorized to execute lease documents, and any associated waivers to facilitate financings sought by the *HTRBA, Inc.* related to matters other than the realty owned by Hamilton Township;

BE IT FURTHER ORDAINED that the *HTRBA, Inc.* as a condition of the lease as provided at *N.J.S.A. 40A:12-14(c)* shall annually submit to the Hamilton Township Business Administrator a report as to utilization of the facility, activities undertaken in furtherance of the public purpose designated herein, the value or cost of such activities, and an affirmation of the continued tax-exempt status of the nonprofit corporation under federal and state law.

I hereby certify this to be a true copy.

Township of Hamilton, County of Mercer, N. J.

Dated December 12, 1994
[Signature]
Municipal Clerk

TOWNSHIP OF HAMILTON
COUNTY OF MERCER, NEW JERSEY

ORDINANCE

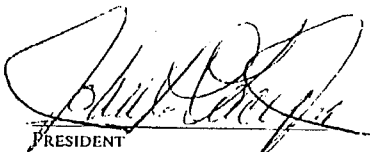
No. 94 055

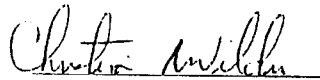
ORDINANCE AUTHORIZING LEASE OF HAMILTON TOWNSHIP PROPERTY
KNOWN AS VAN HORN PARK TO HTRBA, INC. {SECTION 5, LOT 13}

Any Ordinance or Ordinances in conflict with the provisions of this Ordinance are repealed to the extent of such conflict. This Ordinance shall become effective immediately upon final adoption and publication thereof according to law.

94 055

4-


PRESIDENT


MUNICIPAL CLERK

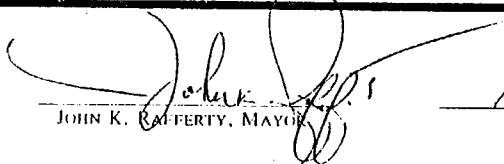
RECORD OF VOTE

First Reading							Second Reading						
COUNCIL	AYE	NAY	NV	AB	ORD	SEC	COUNCIL	AYE	NAY	NV	AB	ORD	SEC
Michael Angarone	✓					✓	Michael Angarone	✓					
Paul Pete Schroeder	✓				✓		Paul Pete Schroeder	✓					
Ronald J. Palumbo	✓						Ronald J. Palumbo	✓				✓	
David K. Flood	✓						David K. Flood	✓					✓
John R. Lacy, Jr.	✓						John R. Lacy, Jr.	✓					

X - Indicated Vote A.B. - Absent N.V. - Not Voting RES. - Moved SEC. - Seconded

REJECTED _____

APPROVED ✓


JOHN K. RAFFERTY, MAYOR

12/7/94
DATE

RECONSIDERED BY COUNCIL _____ OVERRIDE VOTE AYE _____ NAY _____