

FIRST ADDENDUM TO LEASE AGREEMENT

THIS FIRST ADDENDUM TO LEASE AGREEMENT (this “First Addendum” or “Addendum”) is made and entered into this _____ day of _____, 2025, by and between the **Township of West Milford** (“Township” and/or “Landlord”), with its principal place of business at 1480 Union Valley Road, West Milford, New Jersey 07480, and the **County of Passaic** (“County” and/or “Tenant”), with its principal place of business at 401 Grand Street, Room 214, Paterson, New Jersey 07505, collectively the “Parties.”

WITNESSETH

WHEREAS, the Township and the County are parties to that certain Lease Agreement made the 5th day of January, 2024 (the “Lease Agreement” or “Lease”), pursuant to which the Township leased to the County certain real property and improvements thereon commonly known as the Johner Building, for a term of twenty (20) years commencing January 1, 2024 and expiring December 31, 2043; and

WHEREAS, the Lease Agreement, including the recitals thereto and Section I (Leased Premises), describes and defines the premises demised to the Tenant as being located at “13 Edgar Drive, West Milford, New Jersey 07480”; and

WHEREAS, the street address set forth in the Lease Agreement is incorrect, and the correct street address of the premises that the Parties intended to demise, and in fact demised, under the Lease Agreement is “11 Edgar Drive, West Milford, New Jersey 07480”; and

WHEREAS, the reference to “13 Edgar Drive” in the Lease Agreement was the result of a mutual scrivener’s error, and at all times the Parties intended the Leased Premises to be the property and improvements located at 11 Edgar Drive, West Milford, New Jersey 07480, commonly known as the Johner Building; and

WHEREAS, the Parties desire to amend and correct the Lease Agreement to accurately reflect the correct street address of the Leased Premises as 11 Edgar Drive, West Milford, New Jersey 07480, and to confirm that such correction relates back to, and is effective as of, the commencement date of the Lease Agreement; and

WHEREAS, the Parties are authorized to enter into this First Addendum pursuant to N.J.S.A. 40A:12-14 and by resolution of the governing bodies of the Parties.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and in the Lease Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- I. **Recitals.** The recitals set forth above are true and correct and are incorporated into this First Addendum by reference as though fully set forth herein.

- II. **Correction of Leased Premises; Definition.** The Lease Agreement is hereby amended to delete each and every reference to “13 Edgar Drive” and to substitute in its place “11 Edgar Drive”, wherever such reference appears, including without limitation in the recitals and in Section I (Leased Premises) of the Lease Agreement. Accordingly, the term “Leased Premises” as used in the Lease Agreement shall mean, and at all times shall be deemed to have meant, the premises located at **11 Edgar Drive, West Milford, New Jersey 07480, commonly known as the Johner Building.**
- III. **All Other Lease Terms Remain in Effect.** The Parties acknowledge and agree that the substitution of the correct street address effected by this First Addendum is a correction of a mutual scrivener’s error and does not alter, and shall not be construed to alter, the rent, term, consideration, identity of the demised property, or any other substantive right or obligation of the Parties under the Lease Agreement, all of which remain as originally intended.
- IV. **Effective Date.** Notwithstanding the date of execution of this First Addendum, the corrections and amendments set forth herein shall be deemed effective *nunc pro tunc* as of January 1, 2024, the commencement date of the Lease Agreement, and shall relate back thereto, such that the Lease Agreement shall be read and interpreted at all times as if the Leased Premises had been correctly identified as 11 Edgar Drive, West Milford, New Jersey 07480.
- V. **Ratification.** Except as expressly modified by this First Addendum, all of the terms, covenants, conditions, and provisions of the Lease Agreement remain unchanged and are hereby ratified, confirmed, and shall continue in full force and effect.
- VI. **Conflict.** In the event of any conflict or inconsistency between the terms of this First Addendum and the terms of the Lease Agreement, the terms of this First Addendum shall govern and control solely with respect to the subject matter addressed herein.
- VII. **Defined Terms.** Capitalized terms used but not otherwise defined in this First Addendum shall have the meanings ascribed to them in the Lease Agreement.
- VIII. **Governing Law.** This First Addendum is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of the State of New Jersey.
- IX. **Entire Agreement.** This First Addendum, together with the Lease Agreement, contain all terms and conditions agreed upon by the Parties and supersedes all other negotiations, representations, and understandings of the Parties, oral or otherwise, regarding the subject matter of this First Addendum and the Lease Agreement.
- X. **Authority.** By the signatures below, the Parties execute this Lease Agreement and confirm they are mutually bound by and fully authorized and empowered to enter into and bind their respective organizations by all provisions contained herein.

IN WITNESS WHEREOF, the Parties hereto have caused this First Addendum to Lease Agreement to be signed by their proper and duly considered officials, this _____ day of _____, 2026.

ATTEST:

TOWNSHIP OF WEST MILFORD

William Serande
Township Administrator/Municipal Clerk

Michele A. Dale
Mayor

COUNTY OF PASSAIC

Louis E. Imhof III, Clerk
Board of County Commissioners

Cassandra Lazzara, Director
Board of County Commissioners

AS TO FORM AND LEGALITY:

PASSAIC COUNTY ADMINISTRATOR

Nadege D. Allwaters, Esq.
Passaic County Counsel

Matthew P. Jordan, Esq.
Passaic County Administrator

Pursuant to N.J.S.A. 40A:12-14, this First Addendum to Lease Agreement is authorized by Resolution No. _____, dated _____, adopted by the Board of County Commissioner of the County of Passaic and Resolution No. _____ dated _____, adopted by the Township of West Milford.