

LEASE AGREEMENT

THIS LEASE AGREEMENT (hereinafter "Agreement") made this ____ day of _____, 2024 (hereinafter the "Effective Date"), by and between the County of Passaic (hereinafter the "County"), a corporate body politic of the State of New Jersey, with its principal offices located at 401 Grand Street, Paterson, New Jersey 07505, and 400 Hamburg Turnpike, LLC., (hereinafter "400 HT LLC") a New Jersey Limited Liability Corporation with its principal offices located at 321 Hamburg Turnpike, Wayne, New Jersey 07470 (collectively referred to throughout this Agreement as the "Parties"); and

WHEREAS, the 400 HT LLC owns a vacant property located at 400 Hamburg Turnpike, Wayne, New Jersey 07470, which is in close proximity to the headquarters of the Passaic County Sheriff's Office (hereinafter the "PCSO"), which is located at 435 Hamburg Turnpike, Wayne, New Jersey 07470; and

WHEREAS, the PCSO requires additional parking spaces for the overflow of vehicles currently maintained at its headquarters, and is desirous of leasing same from 400 HT LLC pursuant to the terms and conditions outlined herein; and

WHEREAS, pursuant to N.J.S.A. 40:20-1, et. seq., the property, finances and affairs of every county shall be managed, controlled, and governed in the County by the Board of County Commissioners of the County of Passaic (hereinafter the "Board"), who shall exercise executive and legislative powers; and

NOW, THEREFORE, BE IT AGREED, in consideration of the promises and of the covenants, terms, and conditions hereinafter set forth, the County and 400 HT LLC agree to perform in accordance with the provisions, terms, and conditions set forth in this Agreement as follows:

1. **Term.** The Agreement shall commence on March 1, 2024 and remain in full force and effect for one year, terminated December 31, 2024, unless terminated sooner as provided herein.
2. **Payment for Spaces Used by the PCSO.** The County shall render payment in the amount of two-thousand dollars (\$2,000.00) per month, representing the cost of twenty (20) parking spaces at a rate of one hundred dollars (\$100) per space, for the period of March 1, 2024 through December 31, 2024.
3. **Location of the 400 HT LLC Parking Spaces.** 400 HT LLC shall make available the 20 additional parking spaces identified in the aerial view of 400 Hamburg Turnpike, Wayne, New Jersey 07470, and attached hereto as Exhibit A. These parking spaces may not be relocated to another area without the express written authorization of the County.
4. **Snow and Ice Removal.** The County/PCSO shall be responsible for the removal of snow and ice to from the property located at 400 Hamburg Turnpike, Wayne, New Jersey 07470 only to the extent required to permit ingress and egress of vehicles needed for use by the

PCSO. It is specifically understood that the County/PSCO is not responsible for snow and ice removal of the entire property.

5. **Payment.** The County shall remit payment on the first of each month to the following address:

Attn: Benard Thomas, Jr.
400 Hamburg Turnpike, LLC.
321 Hamburg Turnpike
Wayne, New Jersey 07470

Should the County fail to remit payment by the fifteenth (15) day of the month, notice shall be provided to Attn: Richard Cahill, County of Passaic Finance Department, Administration Building, Room 439, 401 Grand Street, Paterson, New Jersey 07505. The County shall then be afforded a thirty (30) day cure period before 400 HT LLC may declare default.

6. **Dispute Resolution.**

- a. **Mandatory Mediation.** In the event of a dispute, whether technical or otherwise, the objecting Party must request Non-Binding Mediation and the non-objecting party must participate in the mediation. The costs of such Non-Binding Mediation shall be borne equally by both Parties.
- b. **Procedure.** The Mediator shall be a retired Judge of the Superior Court of New Jersey or other professional mutually acceptable to the Parties and who has no current or ongoing relationship to either Party. The Mediator shall have full discretion as to the conduct of the mediation. Each party shall participate in the Mediator's program to resolve the dispute until and unless the Parties reach agreement with respect to the disputed matter or one party determines in its sole discretion that its interests are not being served by the mediation.
- c. **Non-Binding Effect.** Mediation is intended to assist the Parties in resolving disputes over the correct interpretation of this Agreement. No Mediator shall be empowered to render a binding decision.
- d. **Judicial Proceedings.** Upon the conclusion of Mediation, either party may commence judicial legal proceedings in the appropriate division of the Superior Court of New Jersey venued in Passaic County.
- e. **Temporary Injunctive Relief.** Notwithstanding the foregoing, nothing herein shall prevent a party from seeking temporary injunctive relief to prevent irreparable harm in the appropriate division of the Superior Court of New Jersey venued in Passaic County.

7. **Notice.** All notices, reports, statements, requests, or authorizations required to be given hereunder shall be personally delivered or sent by first class mail to the Parties at the following addresses, unless a party has been notified of a change of address:

To: County of Passaic
401 Grand Street, Room 205
Paterson, New Jersey 07505
Attn: County Administrator

To: 400 Hamburg Turnpike, LLC
321 Hamburg Turnpike
Wayne, New Jersey 07470
Attn: Benard Thomas, Jr.

8. **Termination.** The County shall have the right to terminate this Agreement upon thirty (30) days written notice served upon 400 HT LLC by Certified Mail, Return Receipt Requested. 400 HT LLC shall have the right to terminate this Agreement upon sale or lease of the full property located at 400 Hamburg Turnpike, Wayne, New Jersey, 07470, provided that the County receives at least thirty (30) days written notice in advance of the sale or lease's effective date.
9. **Indemnification.** 400 HT LLC shall defend, indemnify, protect and hold harmless the County, its officers, agents, servants, and employees from and against any and all suits, claims, demands or damages of any kind or nature arising out of any negligent act or omission or willful misconduct of 400 HT LLC, its contractors, agents, servants and employees performing any services at the location of 400 Hamburg Turnpike, Wayne, New Jersey 07470. This includes the costs of any expenses for investigation and the legal defense of 400 HT LLC.
10. **Hold Harmless.** The County acknowledges that it will be responsible for any legal action which results from an officer, employee, or other agent of the County who is on the premises and acting in furtherance of his or her employment with the County. The County agrees to defend, indemnify and hold harmless 400 HT LLC, its officers, agents, servants, and employees from and against any and all claims, demands, injuries, damages, suits, settlements, proceedings, judgments, costs or other liabilities of any kind (including, but not limited to court costs and reasonable attorneys' fees) resulting from any claim of any injury to or death of persons or any claim of damage to or loss of property causes in any way by the use of the leased parking spaces or otherwise in any way connected with the County's use of the premises.
11. **Hazardous Materials.** The County will provide notice of any hazardous materials which may be maintained in or around the parking spaces being leased. The County agrees that any hazardous materials which are caused to spill or leak onto the property as the result of the County's use will be the responsibility of the County to clean up. It is specifically understood that the County will not be responsible to clean up or remediate any pre-existing contamination or spills, nor is it responsible for clean up or remediation not caused by materials placed at the site by the County/PCSO.
12. **Assignment.** 400 HT LLC may not assign its rights or obligations under this Agreement without prior approval via resolution of the Board of County Commissioners of the County of Passaic.
13. **Severability/Waiver.** All agreements and covenants contained herein are severable, and in the event any of them shall be held to be invalid by any competent court, this Agreement

shall be interpreted as if such invalid agreement or covenants were not contained herein. Should one or more covenants or conditions be waived by either party, such waiver shall not be deemed to waive or render unnecessary the consent or approval of the waiving party to or of any subsequent similar act by the other party.

14. **Governing Law.** This Agreement 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.
15. **Entire Agreement.** This Agreement contains all of the 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. Any other agreement or contractual instrument between the County and 400 HT LLC is null and void, and this Agreement shall constitute the only contractual document between the County and 400 HT LLC.
16. **Amendments and Modifications.** This Agreement may be amended only by an instrument in writing signed by the Parties and effective as of the date stipulated therein. Moreover, for the amended to be valid and binding on the County and 400 HT LLC, it must be accompanied by a resolution of the Board authorizing same.
17. **Authority.** By the signatures below, the Parties execute this Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization by all provisions contained herein.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS of the foregoing provisions, the Parties have executed and delivered this Agreement as of the date set forth below:

Attest:

COUNTY OF PASSAIC

Louis E. Imhof
Clerk, Board of County Commissioners

John W. Bartlett, Esq.
Director, Board of County Commissioners

DATED:

DATED:

As to form and legality:

Nadege D. Allwaters, Esq.
Passaic County Counsel

DATED:

400 HAMBURG TURNPIKE, LLC

Benard Thomas, Jr.

DATED:

North Jersey



Duncan Ln



400 Ha

