


GLASSBORO PUBLIC SCHOOLS
GLASSBORO, NEW JERSEY

TO: Mark Silverstein
FROM: Kathy Mastran 
DATE: June 8, 2016
RE: Agenda Item for June 16, 2016

Tower Lease Agreement with Rowan University

Request Board approval for the attached Tower Lease Agreement with Rowan University to use a portion of the Tower for the purposes of placing, operating and maintaining Glassboro Public Schools telecommunications equipment beginning June 15, 2016 to June 30, 2017.

KM/b

Attachment

TOWER LEASE AGREEMENT

THIS TOWER LEASE AGREEMENT (the "Lease") made this _____ day of _____, 2016, by and between Rowan University, a public research university located in the State of New Jersey organized and existing under the laws of the State of New Jersey ("Lessor") and Glassboro Public Schools, a municipal corporation and body politic of the State of New Jersey ("Lessee"). Collectively the Lessor and Lessee are referred to herein as the "Parties."

RECITALS

WHEREAS, Lessor currently owns certain land and the tower ("Tower") located thereon (collectively, the "Site") described on Exhibit A.

WHEREAS, Lessee desires to obtain the right from Lessor to use a portion of the Tower on the Site for the purposes of placing, operating and maintaining Lessee's telecommunications equipment (Equipment). Lessor is willing to grant such a right to Lessee for such purpose subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and performance of the covenants and agreements by Lessee under this Lease, Lessor and Lessee hereby agree as follows:

TERMS AND CONDITIONS

1. BASIC LEASE INFORMATION

In addition to the terms that are defined elsewhere in this Lease, the following terms are used in this Lease:

PREMISES: Space on the Tower in the dimensions and locations as more particularly shown on Exhibit B.

EQUIPMENT: All the equipment and personal property listed on Exhibit C attached, together with any other equipment placed on the Premises by Lessee in accordance with Section 4 hereof.

2. PREMISES

The Rowan Tower is located on Lessor's campus.

3. TERM

The Term of the Lease shall begin on June 15, 2016, and shall expire on June 30, 2017. The Parties shall have the option to extend this Lease (the "Renewal Option") beyond the Term for 2 (two) additional one (1) year terms (the "Renewal Terms"). To exercise the Renewal Option, either Party shall provide the other with written notice of the Party's intention to exercise the Renewal Option at least sixty (60) days prior to expiration of the Term or, if the first Renewal Option was exercised, the expiration of the initial Renewal Term and so forth. The Party receiving notice of the other Party's intention to exercise the Renewal Option shall have Thirty (30) days to provide written notice of an objection, and if no such objection notice is timely provided, then the Term shall be extended to the Renewal Term. All the terms, covenants and provisions of this Lease shall apply to the Renewal Terms.

4. AGREEMENT AND USE

A. Lessee shall use the Premises only for the purpose of placing, maintaining, operating its Equipment and uses directly incidental thereto. Lessee will not use the Premises for any purpose prohibited by applicable law. Lessee will not commit waste and will not create any nuisance or interfere with, annoy or disturb Lessor or any other Lessees of the Site. Lessee shall not remove from the Site any valuable materials, minerals, coal, oil or gas or any other property not belonging to Lessee. Lessee shall comply with all customary practices and courtesies in the use of the access road.

B. Lessee acknowledges and agrees that Lessor, at its sole discretion, has the right to grant other licenses, leases or rights of use, of any kind or nature, to parties other than Lessee with respect to the Site, provided that any such uses entered into following the date of this Lease shall not unreasonably interfere with Lessee's operation of its Equipment.

5. RENT

Subject to the provisions of this Lease, the rent for the Premises is \$0 per month (the "Rent").

6. UTILITIES

A. Lessee shall, at its sole cost and expense, arrange for electricity, water, gas, and other utilities necessary for the operation of Lessee's Equipment to be provided to the Premises directly from such providers. Lessee shall be billed directly for the use of such services and shall promptly pay the same when due.

B. Lessor will not be in default under this Lease or be liable to Lessee or any other person, for direct or consequential damages, or otherwise, for any failure to supply any electricity, water, gas, security or other utilities, or for surges or interruptions of electricity, or other such services or utilities.

7. INSTALLATION AND OPERATION OF LESSEE'S EQUIPMENT

A. Lessee, at its sole cost and expense, shall require that only duly authorized and qualified personnel install, operate and maintain Lessee's Equipment in compliance with Lessor's technical standards, rules and regulations (collectively, "Rules and Regulations"). Lessor reserves the right from time to time to modify the Rules and Regulations. If at any time Lessor determines that the Equipment or installation of the Equipment does not meet applicable Rules and Regulations, Lessee will be responsible for the costs associated with the removal, modification to or installation of additional equipment to bring the Equipment into compliance. If Lessee fails to correct any non-compliance within fifteen (15) days after receipt of written notice of such non-compliance, then Lessor may remove the Equipment, or bring the Equipment into compliance, all at Lessee's sole cost and expense.

B. Lessee will obtain Lessor's prior written approval, which approval shall not be unreasonably withheld, for the type, location, mounting and placement of Lessee's Equipment placed or relocated on the Premises. All proposed construction and installation performed on the Premises must be reviewed and approved in writing by Lessor prior to the commencement of such construction. All Equipment shall be installed by contractors approved by Lessor and subject to conditions specified by Lessor, and shall be performed in a good and workmanlike manner and in compliance with all applicable Laws. Notwithstanding the foregoing, after the Commencement Date, Lessee may add new equipment to the Site, provided that Lessee obtain Lessor's prior written approval of any such additional equipment, which approval may be withheld in Lessor's sole discretion. In the event equipment is added, Lessor and Lessee shall enter into a written modification of this Lease to add such equipment to the Equipment listed on Exhibit C.

C. Lessor's approval of any placement or specifications shall not be construed to be a warranty or representation that such plans or specifications are in conformity with any laws or ordinances.

D. Lessee shall operate the Equipment in such a manner that it will not interfere with or retard the operations of Lessor or other Lessees on the Site. In the event Lessor should find that there is interference with the efficient operation of its existing communications facilities on the

Site (which are in place as of the Commencement Date), because of Lessee's use of the Premises, Lessee shall be responsible, upon notice, for immediately removing the cause of such interference.

E. If, in order to eliminate any interference with the operations of Lessor, it is necessary for Lessor to incur any expense, Lessor shall not be obligated to incur the same unless Lessee agrees in writing its willingness to indemnify Lessor for the full costs therefor. If Lessee is unwilling to so indemnify or if the cause of interference cannot be removed, either party may terminate this Lease by giving a five (5) day written notice of such termination to the other party.

F. Lessor shall be the sole judge as to all requirements concerning communication facilities which it needs or which may be interfered with and as to whether there is, in fact, interference. Lessor's facilities as used in this paragraph shall mean facilities of Lessor, its successors or assigns and the facilities of associated or affiliated companies. Notwithstanding the foregoing, Lessor assumes no liability whatsoever or responsibility for approval of Lessee's Equipment and does not by accepting Lessee's evidence of non-interference waive any rights with respect to future interference or pass on the adequacy of Lessee's Equipment for safety or other purposes. Lessee shall not change or add additional transmitting or receiving frequencies or equipment without submitting revised technical standards for approval. Lessee shall not raise effective radiated power beyond that authorized by the Federal Communications Commission.

G. Lessee shall cease operation temporarily or reduce power if required by Lessor to conduct tests, perform tower work, or make emergency repairs. Such occasions, in so far as practicable, shall be preceded by reasonable notice and shall occur at times mutually agreeable to Lessor and Lessee.

8. MODIFICATION OF FACILITY

If Lessor, by reason of its existing or planned communications operations, must add, change or improve its facilities at the Site, and would, by reason of these additions, changes or improvements, either need the Premises or need Lessee to change its Equipment in order to prevent any interference with Lessor's facilities, Lessor shall give Lessee sixty (60) days written notice of such need, and Lessee will have the responsibility to modify, change or correct its Equipment, at its sole cost, so no interference to Lessor's operation shall exist or to agree to relocate the Premises to another location at the Site. If Lessee is unwilling to assume the expense of such removal, modification, change or correction, this Lease shall terminate immediately upon written notice by either party.

9. MECHANIC LIENS

Lessee shall not permit any mechanic's lien, or other lien, to be filed against the Premises, the Site, or any part thereof, by reason of work, labor, services or materials supplied or claimed to have been supplied to Lessee, or anyone associated with Lessee. If any such mechanic's lien, or other lien, shall at any time be filed against the Premises or the Site, Lessee shall cause the same to be discharged of record within 30 days of the date of filing the same, and if Lessee shall fail to discharge such lien within such period, then Lessor may, at its option, discharge the same by paying the amount claimed to be due without inquiry into the validity of the same, and Lessee shall thereupon reimburse Lessor for any payment so made. If Lessee desires to contest any claim of a lien, Lessee shall furnish to Lessor adequate security of at least 150% of the amount of the claim, plus estimated costs and interest and, if a final judgment establishing the validity or existence of any lien for any amount is entered, Lessee shall satisfy and pay the same at once, and, on receipt of notice of payment of any such final judgment, Lessor shall return any security paid.

10. SECURITY

Lessor may from time to time, on 24 hour prior notice to Lessee, impose such reasonable restrictions on the time and means of access to the Premises as Lessor deems necessary for security precautions. Lessee agrees that it will not change locks on any doors or access to the Premises or install additional locks on such doors or access. Lessee further agrees that it will not duplicate any keys of Lessor.

11. MAINTENANCE

A. Lessee shall operate the Equipment with due care and maintain the Premises in a safe, clean and sanitary condition. Lessee shall, at its sole cost and expense, maintain the Premises and the Equipment in good repair and condition, exercising due regard for Lessor's and other Lessees' equipment on the Site. All damage or injury to the Premises or the Site caused by Lessee, its agents, employees, or invitees may be repaired, restored, or replaced by Lessor, at the expense of Lessee. Such expense will be paid by Lessee within five (5) days after delivery of a statement for such expense.

B. Lessor will maintain, repair and restore the Site and the Tower in reasonably good order and condition, except as set forth Section 7 above.

12. INSURANCE AND WAIVER

A. At all times during the term of this Lease, Lessee will carry and maintain, at its own cost and expense:

- (1) commercial general liability insurance for claims for bodily injury or death and property damage with combined single limits of not less than \$1,000,000 per occurrence, including coverage for premises-operations and contractual liability;
- (2) insurance coverage on a broad form basis insuring against "all risks of direct physical loss" on all of Lessee's Equipment and personal property located on the Premises and the Site, in an amount not less than their full replacement value;
- (3) worker's compensation insurance insuring against and satisfying Lessee's obligations and liabilities under the worker's compensation laws of the state in which the Premises are located, including employer's liability insurance in the limits required by the laws of the state in which the Premises are located; and
- (4) if Lessee operates owned, hired or non-owned vehicles on the property, comprehensive automobile liability insurance with a limit of not less than \$500,000 combined bodily injury and property damage.

B. All such insurance shall be placed with insurers having a "Bests'" rating of B+XIII and under such form of policies acceptable to Lessor. Lessee shall forward to Lessor certificates of insurance evidencing coverage prior to entering onto the Premises and upon renewal of coverage thereafter. Certificates shall provide that Lessor be named as an additional insured on all policies (except workers' compensation), that 30 days prior written notice of material change or cancellation of coverage shall be provided to Lessor, that coverage is primary and not excess of, or contributory with, any other valid and collectible insurance purchased or maintained by Lessor, and that the policy provides severability of interest/cross-liability coverage.

C. Lessee will not act or permit acts upon the Premises that would jeopardize or conflict with fire insurance policies or increase the rate of fire insurance.

D. Lessor will provide property insurance for the Premises. Lessor is an agency of the State of New Jersey. Any agreement signed on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act (NJSA 59:1-1 et seq.), the New Jersey Contractual Liability Act (NJSA 59:13-1 et seq.), and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligation of the State to be responsible for tort claims against its employees is covered under the terms and provisions of the New Jersey Tort Claims Act. The Act also creates a fund and provides for payment of claims under the Act, including claims alleging professional errors and/or omissions, against the State of New Jersey or against its employees for which the State is obligated to indemnify against tort claims, which arise out of

the performance of their duties. Claims against the State of New Jersey or its employees should be referred to the State of New Jersey, Division of Risk Management, P.O. Box 620, Trenton, New Jersey 08625.

13. WAIVER AND INDEMNITY

A. After execution of this Lease, Lessee assumes all risks of its own operations, and Lessee and its agents and independent contractors shall indemnify and hold harmless Lessor from and against any and all claims, actions, damages, liabilities and expenses, including costs and reasonable attorneys' fees, by reason of death or injuries to persons or damage to property arising either directly or indirectly out of:

- (1) the use, occupancy or enjoyment of the Premises by Lessee, its agents, employees, or contractors, or any maintenance, repair, work, activity, or other things allowed or permitted by Lessee to be done or left undone in or about the Premises, the Building or the Site;
- (2) the actions or omissions of Lessee, Lessee's agents, servants, contractors, or employees, or of any other person entering onto the Premises, the Building, or the Site under express or implied invitation of Lessee;
any breach or default in the performance of any obligation of Lessee under this Lease;
- (3) the interference of the Equipment; or
- (4) any negligent or willful act or failure to act of Lessee, its agents, employees, or

B. Lessee shall not, however, be required to indemnify Lessor to the extent such damages are caused by the gross negligence or willful misconduct of Lessor. Lessee's obligations under this Section shall survive expiration or earlier termination of this Lease.

C. If the Premises or the Equipment are destroyed or damaged by any cause to such an extent or degree that Lessee suffers shut down of service or loss of revenue or property, Lessor shall not be responsible in any way for loss of such revenue or property. If Lessee cannot or chooses not to restore service within 90 days, either party may, at its option and without liability, immediately terminate this Lease upon notice to the other party.

14. COMPLIANCE WITH LAWS

A. It is further understood and agreed that Lessee's right to use the Premises is contingent upon its obtaining and continually maintaining in full force and effect, after the execution date of this Lease, all the certificates, permits, and other approvals that may be required by any federal, state or local authorities. Lessee shall comply with all federal, state and

local statutes, ordinances, laws, rules and regulations of any public authority affecting the Premises and the Equipment and the use thereon, including, but not limited to, the U.S. Department of Labor, Occupational Safety and Health Administration, the Federal Communications Commission ("FCC") and the Federal Aviation Administration (collectively, the "Laws"). Lessee shall promptly correct, at Lessee's sole expense (including without limitation of payment of any fines or penalties), any noncompliance with the Laws.

B. Lessee shall, at its own cost, obtain all federal, state and local permits and licenses necessary to operate under this Lease. If, as a result of Lessee's operations or use of said Premises hereunder, any Laws are violated, Lessee shall protect, save harmless, defend and indemnify Lessor, its officers, board of trustees, employees and agents, against and from any and all penalties, fines, costs and expenses, including court costs and attorney fees, imposed upon or incurred by Lessor, its officers, employees or agents, resulting from, or connected with, such violation or violations, except for tower lighting and marking violations caused by Lessor's negligence or willful misconduct. As an FCC Licensee, Lessee is required by Part 17 of the applicable FCC rules to ensure that Tower structures upon which its radio antennas are located satisfy certain lighting and marking specifications.

C. As operator of the subject Tower, Lessor hereby assumes responsibility for ensuring that the Tower is operated in compliance with all lighting and marking requirements.

15. ENVIRONMENTAL MATTERS

A. Lessee will not cause or permit the storage, treatment or disposal of any Hazardous Waste in, on, or about the Premises or any part of the Site by Lessee, its agents, employees or contractors. Lessee will not permit the Premises to be used or operated in a manner that may cause the Site or any part of the Site to be contaminated by any Hazardous Materials in violation of any Environmental Laws.

B. "Hazardous Materials" means asbestos, explosives, radioactive materials, hazardous waste, hazardous substances, or hazardous materials including, without limitation, substances defined as "hazardous substances" in the Comprehensive Environmental Response Compensation Liability Act of 1980, as amended, 42 U. S. C. Sections 9601-9657 ("CERCLA"); the Hazardous Material Transportation Act of 1975, 49 U.S.C. Sections 1801-1812; the Resource Conservation Recovery Acts of 1976, 42 U.S.C. Sections 6901-6987; the Occupational Safety And Health Act of 1970, 29 U.S.C. Sections 651 et seq., or any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing

liability or standards of conduct concerning hazardous materials, wastes or substances now or at any time hereinafter in effect (collectively, "Environmental Laws").

C. Lessee will be solely responsible for and will defend, indemnify, and hold Lessor, its agents and employees harmless from and against all direct claims, costs, and liabilities, including reasonable attorneys' fees and costs, arising out of or in connection with:

- (1) Lessee's breach of its obligations in this Section; or
- (2) Lessee's introduction of Hazardous Materials to the Site.

C. Lessor may, from time to time during the Term, conduct such environmental assessments or tasks as Lessor deems necessary, provided that Lessor will give Lessee reasonable prior notice of its entry on the Premises for such purposes and will cooperate in minimizing any disruption of Lessee's use of the Premises as a result of such activity. Lessor will make available to Lessee copies of any reports or assessments so obtained by Lessor.

D. Lessee's obligations under this Section shall survive the expiration or other termination of this Lease.

16. MUTUAL OBLIGATIONS

Each Party will promptly notify the other party of (i) any and all enforcement, cleanup, remedial, removal, or other governmental or enforcement cleanup or other governmental or regulatory actions instituted, completed or threatened pursuant to any Environmental Laws relating to any Hazardous Materials affecting any part of the Site; and (ii) all claims made or threatened by any third party against Lessee, Lessor or any part of the Site relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials on or about the Site or any part of the Site.

17. END OF TERM

Upon the expiration or termination of this Lease, Lessee shall quit and surrender to Lessor the Premises in good order and condition, and Lessee shall remove all of its Equipment. If within 30 days after the termination of this Lease Lessee has not removed its Equipment and property and not restored the Premises, Lessor may do so and Lessee shall reimburse Lessor for all expenses or costs for removal and restoration. Lessee's obligations under this Section will survive the expiration or other termination of this Lease.

18. DEFAULT

A. The following events are referred to, collectively, as "Events of Default" or, individually, as an "Event of Default":

- (1) Lessee vacates or abandons the Premises;

- (2) Lessee purports to assign this Lease, or sublet all or a portion of the Premises, in violation of the terms hereof; or
- (3) Lessee shall fail to correct and eliminate interference caused by its Equipment; or
- (4) Lessee shall fail to perform any of the other agreements, terms covenants or conditions hereof on Lessee's part to be performed, and such nonperformance shall continue for a period of thirty (30) days after written notice thereof from Lessor to Lessee, or if such performance cannot be reasonably accomplished within such thirty (30) day period, Lessee shall not have commenced in good faith such performance within such thirty (30) day period or shall not have diligently proceeded therewith to completion; or
- (5) Lessee fails to maintain appropriate certificates, permits, licenses or approvals required for operation.

B. If any one or more Events of Default set forth above occurs, Lessor has the right, at its election:

- (1) To terminate this Lease, in which case Lessee's right to possession of the Premises will cease and this Lease will be terminated as if the expiration of the Term fixed in such notice were the end of the Term, and all obligations of Lessor and Lessee shall cease except as to Lessee's liability as herein provided, and Lessee shall surrender the Premises and remove all of its Equipment.
- (2) To cure any event of default and to charge Lessee for the cost of effecting such cure, including without limitation to reasonable attorneys' fees and interest, provided that Lessor will have no obligation to cure any such Event of Default of Lessee.

C. Lessor's rights hereunder shall be in addition to, and not in lieu of, every other right or remedy provided for herein or now or hereafter existing at law or in equity by statute or otherwise, including, but not limited to injunctive relief, specific performance and damages. The exercise or beginning of exercise by Lessor of any one or more rights or remedies, provided herein or now or hereafter existing at law or in equity by statute or otherwise, shall not preclude the simultaneous or later exercise by Lessor of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive.

19. CASUALTY

If the Premises or a portion of the Tower on the Site necessary for Lessee's occupancy is damaged during the Term of this Lease by any casualty which is insurable under standard fire and extended coverage insurance policies, Lessor may, in its sole discretion, repair or rebuild the Premises to substantially the condition in which the Premises were immediately prior to such destruction. Lessor shall provide written notice to Lessee, within 30 days from the date of such casualty, detailing whether or not Lessor will rebuild or repair the Leased Premise. If the Premises are damaged to the extent that it would take, in Lessor's reasonable judgment, more than 90 days to repair, then Lessee may terminate this Lease upon notice to Lessor. If Lessor elects not to repair or rebuild the Premises, then this Lease will terminate upon notice to Lessee of Lessor's election.

20. EFFECT OF SALE.

A sale, conveyance or assignment of Lessor's interest in the Site will operate to release Lessor from liability from and after the effective date of such sale, conveyance or assignment upon all of the covenants, terms and conditions of this Lease, express or implied, except those liabilities which arose prior to such effective date, and, after the effective date of such sale, conveyance or assignment, Lessee will look solely to Lessor's successor-in-interest in and to this Lease. This Lease will not be affected by any such sale, conveyance or assignment, and Lessee will attorn to Lessor's successor-in-interest to this Lease, so long as such successor-in-interest assumes Lessor's obligations under the Lease from and after such effective date. Any such transfer or transfers of title or conveyances shall not disturb Lessee's rights under this Lease so long as Lessee is not in default under this Lease.

21. SUBORDINATION

This Lease and Lessee's rights under this Lease are subject and subordinate to any ground or underlying lease, mortgage, indenture, deed of trust or other lien encumbrance (each a "Superior Lien"), together with any renewals, extensions, modifications, consolidations and replacements of any such Superior Lien, now or after the Commencement Date affecting or placed, charged or enforced against the Site, or any portion thereof or any interest of Lessor in them or Lessor's interest in this Lease and the leasehold estate created by this Lease (except to the extent any such instrument will expressly provide that this Lease is superior to such instrument). This provision will be self-operative and no further instrument of subordination will be required in order to effect it. Notwithstanding the foregoing, Lessee will execute, acknowledge and deliver to Lessor, within 20 days after written demand by Lessor, such

documents as may be reasonably requested by Lessor or the holder of any Superior Lien to confirm or effect any such subordination.

22. INSPECTION

Lessor reserves the right to enter, at any time, the Premises to inspect the same.

23. ASSIGNMENT

Lessee shall not assign this Lease nor sublet any part or all of the Premises without the approval of Lessor, which may be unreasonably withheld in Lessor's sole discretion. This Lease shall otherwise inure to the benefit of and be binding upon the successors and assigns of the Parties.

24. QUIET ENJOYMENT

Lessor covenants and agrees with Lessee that so long as Lessee observes and performs all the terms, covenants, and conditions of this Lease, Lessee may peaceably and quietly enjoy the Premises, and Lessee's possession will not be disturbed by anyone claiming by, through, or under Lessor.

25. TIME OF THE ESSENCE

Time is of the essence of each and every provision of this Lease.

26. NO WAIVER

The waiver by either party of any agreement, condition, or provision contained in this Lease will not be deemed to be a waiver of any subsequent breach of the same or any other agreement, condition or provision contained in this Lease.

27. LESSOR'S NAME

Lessee is prohibited from using Lessor's name, logo, mark or any other identifying symbol as a business reference, in advertising or sales promotion, or in any publicity matter without Lessor's prior written consent.

28. AUTHORITY

Lessee and the party executing this Lease on behalf of Lessee represent to Lessor that such party is authorized to do so by requisite action of the board of directors, or partners, as the case may be, and agree, upon request, to deliver to Lessor a resolution or similar document to that effect.

29. COUNTERPARTS

This Lease may be executed in any number of counterparts, each of which will for all purposes be deemed to be an original, and all of which shall constitute one Lease. Any executed

counterpart transmitted by facsimile or digital (i.e., PDF) signature or similar transmission by any Party shall constitute an original and shall be binding upon such Party.

30. ENTIRE AGREEMENT

This Lease embodies the entire agreement between the Parties hereto relative to the subject matter hereof. No amendment, alteration, modification of, or addition to the Lease will be valid or binding unless expressed in writing and signed by Lessor and Lessee.

31. SEVERABILITY

If any provision of this Lease proves to be illegal, invalid or unenforceable, the remainder of this Lease will not be affected by such finding, and in lieu of each provision of this Lease that is illegal, invalid or unenforceable, a provision will be added as a part of this Lease as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

32. NOTICES

All required written notices under this Agreement will be sent by first class certified mail, return receipt requested to:

A. Glassboro Public Schools:

Susan Spence
Glassboro Public Schools
Transportation Supervisor
560 Joseph Bowe Blvd.
Glassboro, NJ 08028

B. Rowan University:

Melissa Wheatcroft, Esq.
Rowan University
Office of the General Counsel
201 Mullica Hill Road
Glassboro, NJ 08026

33. GOVERNING LAW

This Lease will be governed by the laws of New Jersey.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

GLASSBORO PUBLIC SCHOOLS

Attest:

By: _____

ROWAN UNIVERSITY

Attest:

By: _____

**JOE SCULLY, Senior Vice President for
Finance and Chief Financial Officer**