

AN ORDINANCE OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP
OF TOMS RIVER, OCEAN COUNTY, NEW JERSEY, AUTHORIZING
THE MAYOR TO EXECUTE AND THE TOWNSHIP CLERK TO
ATTEST TO A LEASE AGREEMENT WITH 27 WASHINGTON
STREET ASSOCIATES, LLC, WHEREBY THE TOWNSHIP OF
TOMS RIVER WILL LEASE BLOCK 662, LOT 5 (217 WASHINGTON
STREET - VACANT LAND), FROM 27 WASHINGTON STREET
ASSOCIATES, LLC, FOR THE PURPOSE OF MAINTAINING
A TEMPORARY PUBLIC PARK

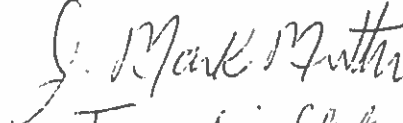
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BE IT ORDAINED by the Township Council of the Township of Toms
River, in the County of Ocean and State of New Jersey, as follows:

1. Pursuant to N.J.S.A. 40A:12-3(a), the Mayor is authorized to execute and the Township Clerk to attest to a Lease Agreement between the Township of Toms River ("Township") and 27 Washington Street Associates, LLC, whereby the Township will lease Block 662, Lot 5 (217 Washington Street - vacant land) from 27 Washington Street Associates, LLC, for the purpose of maintaining a temporary public park on the property. The term of this lease is for one (1) year commencing May 15, 2015 and terminating on May 14, 2016. Upon written consent of both parties, this lease may be renewed for an additional one-year period, commencing on May 15, 2016 and terminating on May 14, 2017 under the same terms and conditions. The Township will pay an annual rent of \$1.00 per year to 27 Washington Street Associates, LLC. A copy of the Lease Agreement is attached to this Ordinance as Schedule "A" and is made a part hereof.
2. If any section, paragraph, subdivision, clause or provision of this ordinance shall be adjudged invalid, such adjudication shall apply only to that section, paragraph, subdivision, clause or provision so adjudged, and the remainder of this ordinance shall be deemed to be valid and effective.
3. This ordinance shall take effect following its final passage by the Township Council, approval by the Mayor, and twenty days after publication as required by law.
4. Since this ordinance is not legislative in nature, it need not be codified in

APPROVED	June 1, 2015
	
NOT APPROVED	
May 12, 2015-03	
COUNCIL PRESIDENT	

APPROVED	
Thomas F. Kelscher	
Date:	May 28, 2015
Not Approved:	
Thomas F. Kelscher	
Date:	


Township Clerk, RMC

SCHEDULE "A"

LEASE AGREEMENT

This TOWNSHIP OF TOMS RIVER ("Lessee"), a municipal corporation established and operating pursuant to the laws of the State of New Jersey, with offices located at 33 Washington Street, Toms River New Jersey, 08753, and 27 WASHINGTON STREET ASSOCIATES, LLC ("Lessor"), a limited liability company organized and operating pursuant to the laws of the State of New Jersey, with offices located at 217 Washington Street, Toms River, New Jersey, 08753, hereby enter into this agreement for the lease of vacant real property owned by Lessor.

BACKGROUND RECITALS

WHEREAS, Landlord represents that it is the fee-simple owner of real property located at 217 Washington Street, Toms River, New Jersey, 08753, and designated as Block 662, Lot 5, on the official tax map of the Township of Toms River ("subject property").

WHEREAS, pursuant to N.J.S.A. 40A:12-3(a), Lessee intends to lease the subject property from Landlord, on the terms and conditions set forth below, for the purposes of maintaining a temporary public park while Lessor devises a plan and secures the necessary approvals to develop the property for residential or commercial use; and

WHEREAS, the parties enter into this agreement with the understanding that it neither constitutes nor will be used to justify a taking of the property for public use and that the use of the property as a public park pursuant hereto is strictly temporary pending future development of the property by Lessor..

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. Parties' Obligations. Lessor leases to Lessee, and Lessee rents from Lessor, the subject property identified above.
2. Rent. Lessee shall pay to Landlord an annual rent of \$1.00/year.
3. Term. This lease is effective for one year, commencing on May 15, 2015, and expiring on May 14, 2016, and, upon the written consent of both parties, may be renewed on the same terms and conditions for an additional one-year period, commencing on May 15, 2016, and expiring on May 14, 2017.
4. Cancellation. This lease may be cancelled be either party upon 60 days written notice to the other.
5. Assignment. This lease is non-assignable.

6. Use. Lessee shall not use the subject property for any purpose other than as a public park. Lessee is permitted, at its own expense, to make any alterations or improvements to the subject property to effectuate that purpose.

7. Maintenance. Lessee assumes all costs associated with the establishment, maintenance, and upkeep, including, but not limited to, the costs of any public utilities, of the subject property as a public park; except that, all initial landscaping and plantings shall be provided by a mutually agreed-upon outside vendor at no cost to Lessee.

8. Liability/Damages. Lessee assumes all risk associated with, and shall be solely responsible and answerable in damages for death, personal injuries, and property damage arising out of or in any way connected with, its use of the subject property.

9. Hold Harmless/Indemnification. To the fullest extent permitted by law, Lessee agrees to fully release, discharge, and indemnify Lessor, and its employees, officials, agents, and representatives, for any and all claims, suits, actions, liabilities, and damages, including reasonable attorneys' fees and costs of suit, arising out of or in any way connected with its use of the subject property.

10. Required Insurances. Lessee represents that it is currently, and shall remain throughout the lease term, properly and fully insured to operate and maintain the subject property for the use permitted, and to assume the liabilities required, under this lease agreement. Additionally, Lessor will be named as an additional insured on Lessee's applicable insurance policies.

11. Entire Agreement. The parties acknowledge and agree that this writing constitutes the only and entire agreement between the parties and supersedes any prior oral or written agreement.

12. Interpretation/Construction. This lease agreement shall be governed by, and interpreted in accordance with, the laws of the State of New Jersey.

13. Forum Selection. Any and all disputes arising out of or relating to this lease agreement shall be brought in the Superior Court of New Jersey, Ocean County vicinage.

14. Modification. This agreement may be modified only upon the written agreement of both parties.

15. Non-waiver. Failure or delay in the enforcement of any provision of this lease agreement by either party shall not constitute a waiver of thereof.

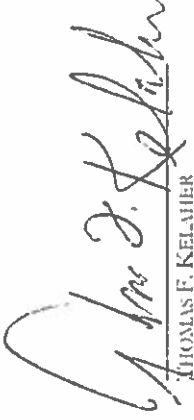
16. Severability. If any provision of this lease agreement is invalidated by a court or agency of competent jurisdiction, that provision shall be severed and the remainder of the agreement shall remain in full force and effect.

17. Approval. The parties represent that this lease agreement has been, or will be, formally approved as required by law and voluntarily executed by the officials with the legal authority to do so.

Township of Toms River

Attest:


J. MARK MUTTER
Township Clerk


THOMAS F. KELAHIER
Mayor

Dated: 7.14.15

Dated: 7.14.15

27 Washington Street Associates, LLC

Attest:



Witness

Dated: 6/30/15


James J. Gluck, Managing Member

Dated: 6/30/15

TOMS RIVER TOWNSHIP NOTICE

AN ORDINANCE OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF TOMS RIVER, OCEAN COUNTY, NEW JERSEY, AUTHORIZING THE MAYOR TO EXECUTE AND THE TOWNSHIP CLERK TO ATTEST TO A LEASE AGREEMENT WITH 27 WASHINGTON STREET ASSOCIATES, LLC, WHEREBY THE TOWNSHIP OF TOMS RIVER WILL LEASE BLOCK 662, LOT 5 (217 WASHINGTON STREET - VACANT LAND) FROM 27 WASHINGTON STREET ASSOCIATES, LLC, FOR THE PURPOSE OF MAINTAINING A TEMPORARY PUBLIC PARK

PURPOSE: TO LEASE BLOCK 662, LOT 5 (217 WASHINGTON STREET - VACANT LAND), FROM 27 WASHINGTON STREET ASSOCIATES, LLC, FOR USE AS A TEMPORARY PUBLIC PARK, FOR ONE (1) YEAR COMMENCING MAY 15, 2015 AND TERMINATING ON MAY 14, 2016, FOR AN ANNUAL RENT OF \$1.00 PER YEAR, WITH AN OPTION TO RENEW THE LEASE FOR AN ADDITIONAL ONE-YEAR PERIOD, COMMENCING ON MAY 15, 2016 AND TERMINATING ON MAY 14, 2017.

NOTICE IS HEREBY GIVEN that the ordinance published herewith was introduced and passed upon first reading at a meeting of the Township Council of the Township of Toms River, in the County of Ocean, New Jersey, held on May 12, 2015 at 6:00 p.m. It will be further considered for final passage at a public meeting to be held in the L. Manuel Hirshblond Meeting Room of the Municipal Building in said Township on May 26, 2015 at 6:00 p.m., or as soon thereafter as this matter can be reached, at which time all persons interested shall be given an opportunity to be heard concerning this ordinance. Prior to the second reading, a copy of this ordinance shall be made available at the Township Clerk's Office in said Municipal Building to members of the general public who shall request such copies.

J. MARK MUTTER
TOWNSHIP CLERK

APPROVED AS TO FORM:



ANTHONY MERLINO
ASSISTANT TOWNSHIP ATTORNEY
MUNICIPAL BUILDING
33 WASHINGTON STREET
TOMS RIVER, N.J. 08753

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP
OF TOMS RIVER, OCEAN COUNTY, NEW JERSEY, AUTHORIZING
THE MAYOR TO EXECUTE AND THE TOWNSHIP CLERK TO
ATTEST TO A LEASE RENEWAL AND EXTENSION AGREEMENT
WITH 27 WASHINGTON STREET ASSOCIATES, LLC, WHEREBY
THE TOWNSHIP OF TOMS RIVER WILL LEASE BLOCK 662, LOT 5
(217 WASHINGTON STREET - VACANT LAND), FROM 27
WASHINGTON STREET ASSOCIATES, LLC, FOR THE PURPOSE
OF MAINTAINING A TEMPORARY PUBLIC PARK

AUGUST 13, 2019

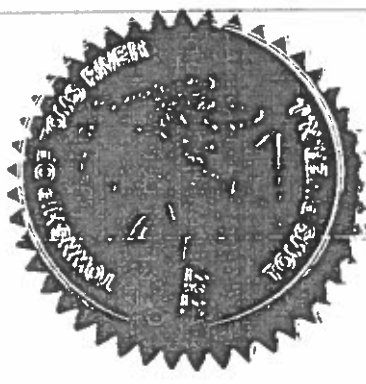
BE IT RESOLVED by the Township Council of the Township of Toms

River, in the County of Ocean and State of New Jersey, as follows:

1. Pursuant to N.J.S.A. 40A:12-3(a), the Mayor is authorized to execute and the Township Clerk to attest to a Lease Renewal and Extension Agreement between the Township of Toms River ("Township") and 27 Washington Street Associates, LLC, whereby the Township will lease Block 662, Lot 5 (217 Washington Street - vacant land) from 27 Washington Street Associates, LLC, for the purpose of maintaining a temporary public park on the property. The term of this lease will be on a month-to-month basis until cancelled by either party, in writing, on 30-days' notice to the other. The Township will pay an annual rent of \$1.00 per year to 27 Washington Street Associates, LLC. A copy of the Lease Agreement is attached to this resolution as Schedule "A" and is made a part hereof. All other terms of the original Lease Agreement shall remain in full force and effect.

2. A certified copy of this resolution shall be provided by the Office of the Township Clerk to each of the following:

- a) Mayor Thomas F. Kelaher
- b) Business Administrator
- c) Chief Financial Officer
- d) Township Attorney
- e) Parks, Buildings & Grounds
- f) Robert W. Allen, Esq.
Gluck & Allen, LLC
217 Washington Street
Toms River, NJ 08753



L-Aug 13, 2019-15

I, DESTINY REYNOLDS, DEPUTY MUNICIPAL CLERK OF THE TOWNSHIP
OF TOMS RIVER, IN THE COUNTY OF OCEAN, HEREBY CERTIFY THAT
THIS IS A TRUE AND EXACT COPY OF A RESOLUTION APPROVED BY
THE TOWNSHIP COUNCIL AT THEIR REGULAR MEETING OF
AUGUST 13, 2019.

[Signature]

Alison Carlisle

Approved as to
Legal Form
[Signature]
Kenneth B. Fitzsimmons
Township Attorney

SCHEDULE "A"

* * *

LEASE RENEWAL AND EXTENSION AGREEMENT

The Lease Renewal and Extension Agreement (the "Agreement") is made and effective this 14th day of August, 2019.

BETWEEN: 27 WASHINGTON STREET ASSOCIATES LLC (the "Lessor")
 c/o Gluck & Allen, LLC
 217 Washington Street
 Toms River, NJ 08753

AND: THE TOWNSHIP OF TOMS RIVER (the "Lessee")
 33 Washington Street
 Toms River, NJ 08753

Lessor and Lessee shall be referred to collectively herein as the "Parties".

RECITALS

Whereas, this Agreement relates to a certain Lease Agreement (the "Lease") for premises known as 27 Washington Street Toms River, NJ 08753 Block 662, Lot 5 and which became effective as of May 15, 2015 to provide for a temporary public park (the "Park");

Whereas the terms of the Lease are such that the initial term of the Lease ran from May 15, 2015 and expired on May 14, 2016;

Whereas the terms of the Lease permitted it to be renewed upon written consent of the Parties to the Lease;

Whereas the Lease was never formally renewed by the Parties in the manner originally contemplated by the terms of the Lease;

Whereas it was always the intention of the Parties to have Lease continue in existence to provide a temporary public park which existed since the Lease was signed and has continued to exist as of the time this Agreement is being signed; and

Whereas this Lease Renewal and Extension Agreement is now entered into to rectify, clarify and ratify the ongoing leasing arrangement between the Parties since it was signed in 2015 and to solidify the lease arrangement going forward.

The Parties now agree as follows:

TERMS

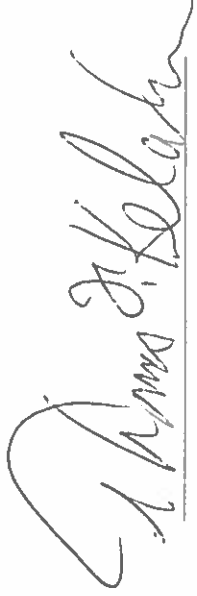
1. For good consideration, Lessor and Lessee acknowledge that the Lease began July 15, 2015 and has remained in full force and existence since that time and shall continue to exist on a month-to-month basis until cancelled by either Lessor or Lessee (and/or their successors or assigns) in writing on 30-days notice to the other.
2. This agreement shall be binding upon and shall inure to the benefits of the parties, their successors, assigns and personal representatives.
3. All other terms of the original Lease Agreement shall remain in full force and effect.
4. The Parties Represent that this Lease Renewal and Extension Agreement has been, or will be, formally approved as required by law and voluntarily executed by the officials with the legal authority to do so.

TOWNSHIP OF TOMS RIVER (LESSEE)

Attest:


Alison Carlisle

Township Clerk



Thomas F. Kelaher

Mayor

Dated: 8/16/19

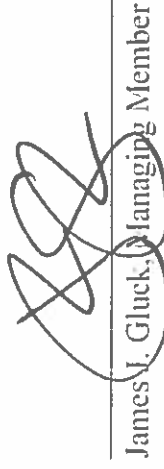
Dated: 8/16/19

27 WASHINGTON STREET ASSOCIATES LLC (LESSOR)

Attest:


Robert W. Allen, Witness

Dated: 8/13/19


James M. Gluck, Managing Member

Dated: 8/13/19