

**RESOLUTION# 17-67**

**RESOLUTION AUTHORIZING THE MAYOR AND ADMINISTRATOR  
TO EXECUTE A FIVE-YEAR LEASE AGREEMENT WITH WOODBURY  
COMMUNITY GARDENS ASSOCIATION OF NJ, A NEW JERSEY NON-PROFIT  
CORPORATION FOR THE PURPOSE OF CONDUCTING THE WOODBURY  
COMMUNITY GARDEN**

**WHEREAS**, the City of Woodbury has made available for a number of years, land located at Stewart Lake Park, at or near the City of Woodbury's Water Treatment Plant, for use as a community garden for citizens in the area; and

**WHEREAS**, this Woodbury Community Garden has proven to be a substantial benefit to the citizens of the City of Woodbury in providing education, in the form of public lectures and programs, with respect to gardening, particularly in the area of organic and sustainable gardening techniques; and

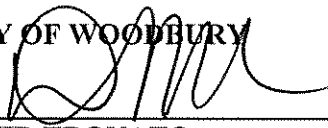
**WHEREAS**, the City of Woodbury wishes to continue the success of the Woodbury Community Garden, while formally setting forth the obligations and responsibilities of the various parties involved with respect to the use of City property; and

**WHEREAS**, N.J.S.A. 40A:12-150) permits a municipality to enter into a lease agreement for the cultivation or use of vacant lots for gardening or recreational purposes; and

**WHEREAS**, in order to achieve the above goals the parties have agreed to enter into a lease with respect to the use of the City property in question.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Woodbury, that the Mayor and Administrator are hereby authorized to execute a Five-Year Lease Agreement with Woodbury Community Gardens Association of NJ, a New Jersey Non-Profit Corporation, for the purpose of conducting the Woodbury Community Garden.

**ADOPTED** at the regular meeting of the Mayor and City Council of the City of Woodbury held March 14, 2017.

By:   
**CITY OF WOODBURY**  
**DAVID TROVATO**  
President of Council

**ATTEST:**

  
Recorded vote  
**ROY ABDURFIELD, Clerk**

Ayes (7): Tierney, McIlvaine, Johnson, Fleming, Parker, Carter, Trovato  
Absent (2): Swanson, Reddin  
Nays, Abstentions: none

17-87

## LEASE

This Lease is made on the 14 day of March, 2017.

**BETWEEN**, the Woodbury Community Gardens Association of NJ, a non-profit corporation organized under the laws of the State of New Jersey, with a mailing address of P.O. Box 554, Woodbury, New Jersey 08096, (hereinafter referred to as "Tenant")

**AND**, the Landlord, the City of Woodbury, a municipal corporation organized under the laws of the State of New Jersey, with a mailing address of 33 Delaware Street, Woodbury, New Jersey 08096, (hereinafter referred to as the "Landlord").

1. **Property.** The Tenant agrees to rent from the Landlord and the Landlord agrees to rent to the Tenant the portion of the property known as the Stewart Lake Park area to the east of the City of Woodbury's water treatment plant, bounded by the driveway and consisting of an odd shaped lot which runs approximately 44 feet along the rear, 183 feet along the fence, 144 feet along the front road, and 216 feet along the side road to the lake, in the City of Woodbury, County of Gloucester, State of New Jersey as depicted in the diagram attached as Exhibit A and made a part of this agreement.

2. **Term and Rent.** Landlord rents the above premises to Tenant for a term of five (5) years, commencing on March 1, 2017 and terminating on February 28, 2022, at the annual rental of One Dollar (\$1.00) payable at the commencement of the lease term and each year thereafter.

3. **Use of Property.** Tenant shall use and occupy the premises for use as the Woodbury Community Garden and may be used at all times of the day for that purpose. The premises shall be used for no other purpose.

4. **Care and Maintenance of Premises.** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Tenant shall at its own expense and at all times during the operation of the Woodbury Community Garden, maintain the premises in a clean condition, free from debris, trash and wreckage. Tenant shall surrender the premises at the termination hereof, in as good condition as received, normal wear and tear accepted.

5. **Utilities.** No utilities are provided by Landlord to the Tenant at the premises or as part of this Lease, except as stated below. The tenant shall have access to water on the premises, which shall be supplied by the City of Woodbury at no charge.

6. **Alterations.** Tenant shall not, without first obtaining the written consent of Landlord, make any alterations, additions, or improvements in, to, or about the premises.

7. **Ordinances and Statutes.** Tenant shall comply with all statutes, ordinances, rules, regulations and requirements of all municipal, state and federal authorities now in force, or which may hereinafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Tenant.

8. **Assignment and Subletting.** Tenant shall not mortgage, pledge, hypothecate, assign, or transfer this Lease or sublet any portion of the premises without prior written consent of Landlord. Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this Lease.

9. **Entry and Inspection.** Tenant shall permit Landlord or Landlord's agents to enter upon the premises at all times for the purpose of inspecting the same, and determining Tenant's compliance with the terms of this Lease.

10. **Indemnification of Landlord.** Landlord shall not be liable for any damage or injury to any other person, or to any property, occurring on the demised premises or any part thereof, and Tenant agrees to indemnify, defend and hold Landlord harmless from any claims, liabilities, damages, actions, demands, losses, costs, penalties, and expenses, including reasonable attorneys' fees arising out of or resulting from the use, conduct or management of, or from work, activity or thing done in or about the demised premises by Tenant, its agents, servants, employees, licensees, invitees, or independent contractors.

11. **Release and Hold Harmless Agreements.** Tenant shall execute and deliver to the Landlord, a Release and Hold Harmless Agreement in a form approved and accepted by the Landlord. In addition, the Tenant shall provide a fully executed Release and Hold Harmless Agreement, in a form approved and accepted by the Landlord, for each person or entity using the premises for the Woodbury Community Garden.

12. **Destruction of Premises.** In the event of a destruction or partial destruction of the premises during the term hereof; from any cause, Landlord will endeavor to repair same. At the option of both Landlord and Tenant this Lease shall continue in full force and affect except that the Tenant agrees and understands that during any period of repair the Woodbury Community Garden shall be suspended and shall not re-commence until Tenant receives a written notice from Landlord advising Tenant of the re-commencement date.

13. **Landlord's Remedies on Default.** If Tenant defaults in the performance of any covenants or conditions hereof; Landlord may give Tenant notice of such default and if Tenant does not cure any such default within thirty (30) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within such 30 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Landlord may terminate the Lease on not less than 30 days' notice to Tenant. On the date specified in such notice the term of this Lease shall terminate, and the Tenant shall then quit and surrender the premises to Landlord, but Tenant shall remain liable as hereinafter provided. If this Lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the premises by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any terms hereof shall be deemed a waiver.

14. **Removal of Tenant Property.** Any equipment, fixtures, goods or other property of the Tenant not removed by the Tenant upon the termination of this Lease, or upon the Tenant's eviction shall be considered as abandoned and the Landlord shall have the right, without any notice to the Tenant to sell or otherwise dispose of the same, at the expense of the Tenant and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

15. **Signage.** Tenant shall not construct or display or cause to be constructed or displayed any signage, without the prior written consent of Landlord, which consent shall be in accordance with all applicable rules, regulations, ordinances and statutes. The parties acknowledge that there is presently a sign at the entrance way to the Community Garden, which is permitted.

16. **Waiver.** No failure of Landlord to enforce any term hereof shall be deemed to be a waiver of the same or any other term.

17. **Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Tenant or the Landlord at the address specified above, or at such other places as may be designated by the parties from time to time.

18. **Heirs, Assigns and Successors.** This Lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

19. **Subordination.** This Lease is and shall be subordinated to all existing and future liens and encumbrances against the property. The Tenant agrees to execute any instrument that may be deemed necessary or desirable by Landlord to further effect or to evidence the subordination of this Lease to any such mortgage or deed of trust.

20. **Entire Agreement.** This instrument contains the entire and only agreement between the parties and no oral statements or representations or prior written matter not contained in this Lease shall have any force or effect. This Lease can only be amended by an agreement in writing, signed by both Landlord and Tenant.

21. **Lease Construction.** This Lease shall be governed and construed in accordance with the laws of the State of New Jersey.

22. **Corporate Authority.** Tenant represents and warrants that this Lease and the undersigned's execution of this Lease has been duly authorized by the Tenant's Board of Directors and that the undersigned is an officer of the Tenant with the authority to execute this Lease on behalf of Tenant.

23. **No Liens.** Tenant will not create or permit to be created or remain, and will immediately discharge, any mechanic's, laborers', or materialman's lien which might be or become a lien, encumbrance or charge upon the demised premises. If Tenant shall fail to cause such lien to be discharged immediately as aforesaid, then Landlord may, but shall not be obligated to, discharge it either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit, by bond or otherwise. Any amounts paid by Landlord in discharge of such liens shall constitute additional rent payable by Tenant under the terms of this Lease with the next monthly payment of rent.

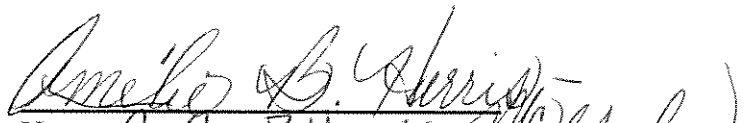
Signed this 14 day of March, 2017.

**ATTEST:**

**TENANT:**

By:

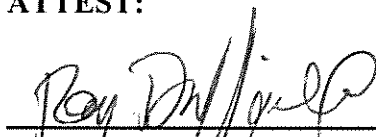
  
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Name: Amelie B. Harris  
Title: Founder/Director  
Woodbury Community Garden  
Association of NJ

**ATTEST:**

**LANDLORD:**

By:

  
Roy A. Duffield, Clerk  
City of Woodbury

  
Jessica Floyd, Mayor  
City of Woodbury