

**BOROUGH OF BEACH HAVEN
COUNTY OF OCEAN**

ORDINANCE #2024-24C

AN ORDINANCE AUTHORIZING THE EXECUTION OF LEASE AMENDMENT AND EXTENSION BETWEEN THE BOROUGH OF BEACH HAVEN AND THE BOROUGH OF BEACH HAVEN VOLUNTEER FIRE COMPANY #1 FOR THE PREMISES LOCATED AT 420 PELHAM AVENUE, ALSO KNOWN AS BLOCK 1, LOTS 3, 4, & 5 ON THE OFFICIAL TAX MAP OF THE BOROUGH OF BEACH HAVEN

WHEREAS, the Borough of Beach Haven (the "Borough") is the owner of real property located at 420 Pelham Avenue, Borough of Beach Haven, also known as Block 1, Lots 3, 4 & 5 on the Official Tax Map of the Borough of Beach Haven (the "Property"); and,

WHEREAS, the Borough previously passed Ordinance #2022-31 which authorized the execution of a lease agreement with the Borough of Beach Haven Volunteer Fire Company #1 (the "Fire Company") for utilization of the Property for purposes of rendering fire, rescue and emergency services to the Borough of Beach Haven and the neighboring communities within Long Beach Township (the "Lease Agreement"); and,

WHEREAS, the Borough and the Fire Company negotiated and desire to enter to a lease amendment, a copy of which is annexed hereto as **Exhibit "A"**, to modify the term of the Lease Agreement and authorize a twenty-four (24) month extension of the lease term and authorizing additional twelve (12) month extensions thereafter (the "First Amendment"); and,

WHEREAS, except as expressly amended by the First Amendment, all of the terms, conditions, covenants and agreements in the Lease Agreement shall remain in full force and effect; and,

WHEREAS, the Fire Company shall annually submit a report to the Borough setting out the use to which the Property was put during each year, the activities of the Fire Company undertaken in furtherance of the public purpose for which the leasehold is granted; the approximate value or cost, if any, of such activities in furtherance of such public purpose; and an affirmation of the continued tax-exempt status of the nonprofit corporation pursuant to both State and Federal Law; and,

WHEREAS, the Fire Company agrees to the terms of the Lease Agreement and First Amendment and desires to enter into the First Amendment with the Borough for the lease of the Property.

NOW, THEREFORE, BE IT ORDAINED by Mayor and the Council of the Borough of Beach Haven, in the County of Monmouth, in the State of New Jersey, as follows:

SECTION I. that the Mayor and Clerk are authorized to execute the First Amendment to the Lease Agreement in a form substantially similar to the form attached hereto as **Exhibit "A"**; and,

SECTION II. All Ordinances or parts of Ordinances inconsistent herewith are repealed to the extent of such inconsistency. The Borough Clerk is authorized to renumber and/or re-codify any sections affected by such repeal to the extent consistent with this Ordinance.

SECTION III. If any word, phrase, clause, section or provision of this Ordinance shall be found by any Court of competent jurisdiction to be unenforceable, illegal or unconstitutional such word, phrase, clause, section or provision shall be severable from the balance of the Ordinance and the remainder of the Ordinance shall remain in full force and effect.

SECTION IV. This Ordinance shall take effect upon publication thereof after final passage according to law.

NOTICE

Public Notice is hereby given that the foregoing Ordinance was introduced and passed on the first reading at a public meeting of the Borough Council of the Borough of Beach Haven, County of Ocean, State of New Jersey, held on July 8, 2024 at 6 p.m.

Further public notice is hereby given that said ordinance shall be considered for final passage and adoption at a public meeting of the Borough Council to be held on August 12, 2024 at 6:00 p.m. at the Beach Haven Municipal Building, 420 Pelham Avenue, Beach Haven, New Jersey 08008.

CERTIFICATION

I, Sherry Mason, RMC, Municipal Clerk of the Borough of Beach Haven, do hereby certify that the foregoing Ordinance was duly adopted on first reading by the Municipal Council of the Borough of Beach Haven at a regular meeting held on the day of July 8, 2024, a quorum being present and voting in the majority.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 8th day of July, 2024.



Sherry Mason, RMC, Municipal Clerk

<i>Introduction:</i>	<i>July 8, 2024</i>
<i>First Publication:</i>	<i>July 18, 2024</i>
<i>Adoption:</i>	<i>August 12, 2024</i>
<i>Second Publication:</i>	<i>August 22, 2024</i>
<i>Effective Date:</i>	<i>September 1, 2024</i>

**FIRST AMENDMENT TO
LEASE AGREEMENT**

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “**First Amendment**”) is entered into as of _____, 2024 (the “**Effective Date**”) by and between the Borough of Beach Haven, a municipal entity of the State of New Jersey (the “**Landlord**”), and the Borough of Beach Haven Volunteer Fire Company #1 (“**Tenant**”) (Landlord and Tenant collectively referred to as the “**Parties**”) with respect to the following facts and circumstances:

RECITALS

- A. WHEREAS, the Landlord owns certain real property located at 420 Pelham Avenue, Beach Haven, New Jersey 08008, also known as Block 1, Lots, 3, 4, & 5 on the Official Tax Map of the Borough of Beach Haven (hereinafter the “**Property**”); and,
- B. WHEREAS, the Landlord previously acquired the subject Property by way of Deed recorded in the Ocean County Recording Office in Deed Book 12933, Page 1098, on or about November 30, 2004, which said deed included a deed restriction that the Property be used and maintained as an emergency management response facility; and,
- C. WHEREAS, Landlord and Tenant entered into a Lease Agreement, with a commencement date of August 8, 2022, affecting the aforementioned Property (the “**Original Lease**”); and,
- D. WHEREAS, the Original Lease and this First Amendment are hereinafter referred to collectively as the “**Lease**”.
- E. WHEREAS, Landlord and Tenant wish to modify the Lease as set forth in this First Amendment.

AGREEMENT

NOW THEREFORE, in consideration for the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant covenant and agree as follows:

- 1. **Recitals.** The facts stated above are hereby incorporated into and made a part of this First Amendment by this reference.
- 2. **Extension Term.** Section 1.1.7 shall be deleted and replaced as follows:

“Extension Term shall mean a period of twenty-four (24) months beginning after the expiration of the Initial Term. Thereafter, the Extension Term shall mean a period of twelve (12) months after the expiration of the initial Extension Term”
- 3. **Lease Term.** Section 2.2.2 shall be deleted and replaced as follows:

“Prior to the Expiration Date, and provided the Tenant is not in default of any Provision contained in this Lease at the time of the expiration of the Initial Term and/or Extension Term, Tenant and Landlord shall have the option to extend this Lease for the period of the Extension Term. The Extension Term shall be subject to the same Provisions as provided in this Lease. Notice of the exercise of this extension of this Lease shall be made prior to the end of the Initial Term and Extension. The Borough shall be authorized to pass a Resolution authorizing any such extension of this Lease.”

4. **Survival; Ratification**. Except as expressly amended by this First Amendment, all of the terms, conditions, covenants and agreements in the Original Lease shall remain in full force and effect. Each of Landlord and Tenant, on behalf of themselves, hereby ratifies the Lease and acknowledges that the Lease constitutes a valid and binding obligation that is enforceable against it in accordance with the terms of the Lease.

5. **Capitalized Terms**. Any capitalized terms used in this First Amendment but not defined herein shall have the meanings given to such terms in the Original Lease.

6. **Counterparts**. This First Amendment may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute a single instrument. Execution of this First Amendment may be by manual signature, facsimile copy of a manual signature, pdf attachment to an e-mail transmission or any other electronic means authorized by law.

[signatures and acknowledgments appear on the following pages]

IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of the Effective Date.

LANDLORD:

TENANT:

Borough of Beach Haven

Borough of Beach Haven Fire Company #1

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated:

Dated: