

**AN ORDINANCE AUTHORIZING THE LEASE OF PROPERTY KNOWN AND DESIGNATED AS
BLOCK 90, LOT 20.02 IN THE TOWNSHIP OF MANCHESTER, COUNTY OF OCEAN, STATE OF
NEW JERSEY, TO THE KOKES COMMUNITY GARDEN OF MANCHESTER TOWNSHIP
PURSUANT TO N.J.S.A. 40A:12-1 et seq.**

WHEREAS, the Township of Manchester is the owner of real property known as Block 90, Lot 20.02 hereinafter referred to as "the Property"; and

WHEREAS, the property was previously owned by the Kokes Organization, Inc., but was transferred to the Township of Manchester as a gift to the Township; and

WHEREAS, the Property has been utilized for many years by the local community as a garden to grow vegetables, flowers, etc.; and

WHEREAS, upon acceptance of the Property by the Township, the Township leased it to the Kokes Community Garden of Manchester Township ("Kokes"); and

WHEREAS, the lease is expiring; and

WHEREAS, the Township wishes to continue to allow Kokes to utilize the Property recently for the same purpose; and

WHEREAS, the Township believes it is in the best interest of the Township to lease the Property to the Kokes Community Garden of Manchester Township, in accordance with a proposed Lease Agreement, a true copy which is on file with the Office of Township Clerk; and

WHEREAS, this Lease, for One Dollar (\$1.00) a year, through December 31, 2030, is permitted pursuant to the provisions of N.J.S.A. 40A:12-13; and

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Manchester, County of Ocean, State of New Jersey, as follows:

SECTION 1. The Township authorizes and approves a proposed Lease Agreement for the subject Property with the Kokes Community Gardens of Manchester Township.

SECTION 2. This Lease Agreement, a true copy which is on file at the office of the Township Clerk, will be for no consideration.

SECTION 3. The Township has determined that the Lease of this Property for the stated purpose is in the best interest of the citizens and residents of the Township.

SECTION 4. All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 5. In the event any clause section or paragraph of the ordinance is deemed invalid or unenforceable for any reason, it is the intent of Township Council that the balance of the Ordinance will remain in full force and effect to the extent it allows the Township to meet the goals of the Ordinance.

SECTION 6. This Ordinance shall take effect after final adoption and publication according to law.

NOTICE

PUBLIC NOTICE is hereby given that the foregoing ordinance was introduced at a meeting of the Township Council of the Township of Manchester, in the County of Ocean and State of New Jersey on the 27th day of July 2026 and was then read for the first time. The said ordinance will be further considered for final passage by the Township Council in the Town Hall at 6:00 p.m. on August 10, 2026. At such time and place or any time or place to which said meeting may be adjourned, all persons interested will be given an opportunity to be heard concerning said ordinance.

LEASE AGREEMENT

This Lease is made on July 27, 2026;

THE TOWNSHIP OF MANCHESTER. a municipal corporation of the State of New Jersey, located at 1 Colonial Drive, Manchester, New Jersey, 08759 herein designated as the "Township,"

AND KOKES COMMUNITY GARDEN OF MANCHESTER TOWNSHIP, with a mailing address of P.O. Box 163, Whiting, New Jersey, 08759 herein designated as the "Community Garden."

and in consideration of mutual agreements by and between the parties, it is mutually agreed as follows:

1. The Township shall and does hereby lease to Community Garden on an exclusive basis, property known as Block 90, Lot 20.02 located in the Township of Manchester (hereinafter the "Site") for the use of the Community Garden for Township residents to grow vegetables, flowers, fruit bearing canes and shrubs and aesthetic pleasure through December 31, 2030. Consideration shall be \$1.00 per year. It is the intention of the parties that the rent for the entire term will be paid in full at the execution of this lease agreement. The Parties may elect to extend this Agreement upon such terms and conditions as may be agreed upon.

2. The Property may be used and occupied only for the following purpose: Community Garden shall maintain the Kokes Community Garden as has been done in the past. Nothing herein shall give Community Garden the right to use the site for any other purpose without the prior written consent of the Township. The Township makes no representation or warranty regarding the legality of the use, and Community Garden will bear all risk of any adverse change in applicable laws.

3. Community Garden has examined the site and accepts the Site in its current condition "AS IS" and "WITH ALL FAULTS" except as expressly set forth herein, the Township makes no representation or warranty of fitness for a particular purpose, merchantability, habitability, suitability or condition. Community Garden acknowledges that it has not relied on any representations or warranties of the Township in entering this Agreement.

4. Community Garden may make minor improvements, alterations, additions or other changes to the Site without the written approval of the Township, any major changes must be approved by the Township. Community Garden agrees that any construction will be performed in good and workmanlike manner, and will comply with all applicable laws and ordinances. All improvements, alterations, additions, or other changes to the Site shall become the property of the Township upon the termination of this Agreement. Community Garden shall have the right to erect any sign related to its business, subject to compliance with any and all Sign Ordinances of the Township.

5. Community Garden agrees to obtain insurance on the Site and hold the Township harmless of any and all claims arising out of the use or occupancy of the Site, Community Garden agrees to indemnify and

6. Community Garden shall, to the fullest extent permitted by law and at its own cost and expense, defend, indemnify and hold the Township, its partners, directors, officers, employees, servants, representatives, and agents harmless from and against any and all claims, loss (including attorney's fees, witnesses' fees and all court costs); damages, expense and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property arising out of any negligent or wrongful act, error or omission or breach of contract in connection with the operations of Community Garden, its sublessee and/or licensee arising from or in connection with the possession, use, occupancy, management, repair, maintenance or control of the Site or any portion thereof. The indemnity contained in this Paragraph and all other indemnities contained in this Lease made for the benefit of the Township shall survive the expiration or earlier termination of this Lease.

7. Community Garden will maintain General Liability Insurance at Community Garden's sole expense, procure and maintain in full force commercial general liability insurance which shall include, but not be limited to, personal

and advertising injury, products/completed operations liability, fire legal liability, and contractual liability and shall have coverage limits of no less than a combined single limit \$500,000 per occurrence and \$1,000,000 aggregate. If at any time during the term of this Agreement, Community Garden owns or rents more than one location, the policy shall contain an endorsement to the effect that the aggregate limit of the policy shall apply separately to each located owned or rented by Community Garden.

8. Community Garden shall give the Township prompt notice of any fire or other damage to the Site. All repairs and restoration of the Site shall be performed by Community Garden at its sole cost and expense, promptly and with due diligence. Community Garden shall not be entitled to and hereby waives all claims against Township for any property damage, direct or indirect loss of revenue or for loss of use of the whole or any part of the Site.

9. Community Garden represents, warrants and covenants that it shall not use nor cause to be used, nor store any Hazardous Materials in or about the Site or at the Property in any manner which violates Legal Requirements governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. In addition, Community Garden shall notify the Township within twenty-four (24) hours of obtaining knowledge thereof, of any release of Hazardous Materials on or about the Site or Property. Nothing herein shall prohibit Community Garden from using supplies which constitute Hazardous Materials but which are customarily used for gardening and agriculture, which are customarily used for gardening purposes, provided that such use is in compliance with the Legal Requirements and all such containers or receptacles of Hazardous Materials are removed from the Site immediately after their use. Community Garden shall not use or suffer the Site to be used in any manner so as to create an environmental violation or hazard, nor shall Community Garden cause or suffer to be caused any chemical contamination or discharge of a substance of any nature which is noxious, offensive or harmful or which under any law, rule or regulation of any governmental authority having jurisdiction constitutes a hazardous substance or hazardous waste. As used herein, the term "Hazardous Material" means and includes all potentially hazardous materials, including, without limitation, radon, harmful radiation, asbestos and asbestos containing materials. Community Garden covenants and agrees that at any and all times during the term of this Lease it shall be responsible for compliance with any federal, state, county, local or municipal law, statute, ordinance, code, regulation or administrative recommendation pertaining to Hazardous Materials (including without limitation, any requirements pertaining to clean up, removal and/or encapsulation or any Hazardous Materials that may be in the Site or may have emanated therefrom). Community Garden shall, at its sole cost and expense, undertake any and all steps which may be required for compliance as aforesaid regardless of whether Community Garden has installed said Hazardous Materials or that same existed at the Site prior to Community Garden's occupancy of same. Community Garden shall be solely responsible for restoring and repairing any damage to the Site caused by or resulting from such compliance.

10. Community Garden will not permit any mechanic's liens or other liens to be placed on the Property.

11. This Lease shall be governed by and construed in accordance with the laws of the State of New Jersey.

12. Community Garden shall not assign, mortgage or hypothecate this lease, nor sublet or sublease the Premises or any part thereof; nor occupy or use the leased Premises or any part thereof; nor permit or suffer the same to be occupied or used for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

13. The terms, conditions, covenants and provisions of this lease shall be deemed to be severable. If any clause or provisions herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operations of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

14. The various rights, remedies, options and elections of the Township, expressed herein, are cumulative, and the failure of the Township to enforce strict performance by Community Garden of the conditions and covenants of this Lease or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Township or any payment of additional rent after any breach by Community Garden, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Township of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

15. All notices required under the terms of this lease shall be given and shall be complete by mailing such notices by certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this lease, or to such other address as may be designated in writing. which notice of change of address shall be given in the same manner. Notice may also be given via facsimile or through email correspondence.

16. The Township covenants and represents that the Township is the owner of the Premises herein leased and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that Community Garden on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably and quietly have, hold and enjoy the leased Premises for the term aforementioned.

17. This lease contains the entire contract between the parties. No representative, agent or employee of the Township authorized to make any representation or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the Township and Community Garden.

18. The Township may pursue the relief or remedy sought in any invalid clause, by confirming the said clause with the provisions of the statutes or regulations of any governmental agency in such case made and provided as if the particular provisions of the applicable statutes or regulations were set forth at length herein.

19. In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal, or caused these presents to be signed by their property corporate officers and their proper corporate seal to be hereto affixed the day and year first above written.

Witness or Attested by:

TOWNSHIP OF MANCHESTER

Teri Giercyk, Municipal Clerk

Joseph Hankins, Mayor

KOKES COMMUNITY GARDEN
OF MANCHESTER

