

TOWNSHIP OF FLORENCE

ORDINANCE NO. 2014-01

ORDINANCE OF THE TOWNSHIP OF FLORENCE AUTHORIZING THE EXECUTION OF A LEASE BETWEEN THE TOWNSHIP OF FLORENCE AND THE FLORENCE TOWNSHIP YACHT CLUB REGARDING THE LEASE OF CERTAIN MUNICIPAL LANDS

WHEREAS, the Township of Florence desires to lease a tract of land to the Florence Township Yacht Club, a not for profit corporation of the State of New Jersey, having its registered office at 25 E. Front Street, Florence, New Jersey, and

WHEREAS, the Florence Township Yacht Club promotes the sport of safe boating and the fellowship among boat owners, and in general promotes the health, safety and general welfare of the community, and

WHEREAS, N.J.S.A. 40A:12-15 (i) authorizes a municipality to provide for the leasing of public lands or buildings to certain non profit corporations.

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of the Township of Florence, in the County of Burlington, and State of New Jersey, a majority of the members concurring therein as follows:

Section 1. The Township of Florence shall lease all that certain lot, tract, or parcel of land situate in the Township of Florence, County of Burlington, and State of New Jersey, more particularly described as follows:

BEGINNING at a point in the North side of Front Street, said point being distant 298 feet Southeasterly from the extended West line of Broad Street, and runs, thence

- (1) Along the North side of Front Street South 66 degrees 00 minutes 00 seconds East 80 feet to a point; thence
- (2) North 24 degrees 00 minutes 00 seconds East 238 feet to the pier and bulkhead line of Delaware River; thence
- (3) Along the pier and bulkhead line of Delaware River North 66 degrees 00 minutes 00 seconds West 80 feet to a point; thence
- (4) South 24 degrees 00 minutes 00 seconds West 238 feet to the Point and Place of BEGINNING.

CONTAINING within said bounds 0.4407 acres, more or less.

Section 2. The lease shall provide that the Florence Township Yacht Club shall have permission to continue to maintain a clubhouse on the premises.

Section 3. The term of the lease shall be for a period of five (5) years commencing March 1, 2014 and terminating on February 28, 2019.

Section 4. During the term of the lease the Florence Township Yacht Club shall control the bamboo and maintain the landscaping surrounding the premises and provide reasonable access to its facilities to the members of the general public.

Section 5. The Mayor of the Township of Florence is hereby authorized to execute the necessary legal documents in order to effectuate the terms and provisions of this Ordinance.

Section 6. Repealer. All Ordinances or parts of Ordinances heretofore adopted which are inconsistent with the terms and provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

Section 7. Validity. If any section, sentence, clause, provision, or portion of this Ordinance shall be held to be invalid by any court of competent jurisdiction, such holdings shall not effect or impair any other sections, sentences, clauses, provisions or portions of the Ordinance.

Section 8. Effective Date. This Ordinance shall be effective immediately after passage and publication according to law.

Ted J. Lovenduski
Council President

Joy M. Weiler, RMC/MMC
Township Clerk

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EXECUTION OF A LEASE BETWEEN THE TOWNSHIP OF FLORENCE AND THE
FLORENCE TOWNSHIP YACHT CLUB REGARDING
THE LEASE OF CERTAIN MUNICIPAL LANDS**

Take Notice that the Ordinance identified above authorizes the Township of Florence to enter into a Lease with the Florence Township Yacht Club for the use of certain municipal lands, generally known and identified as the Yacht Club clubhouse, for a term of five (5) years, commencing March 1, 2014 and terminating on February 28, 2019. The lease provides for a nominal rental of \$1.00, in recognition of the work of the Florence Township Yacht Club in promoting boating safety.

The Ordinance has been adopted on first reading by the Township Council of the Township of Florence, County of Burlington, State of New Jersey, held on February 5, 2014. It will be considered for final passage after public hearing to be held on February 19, 2014, at 8:00 P.M. in the Municipal Complex, Council Chambers, 711 Broad Street, Florence, New Jersey.

Copies of the full ordinance and the Lease are on file with the Township Clerk of the Township of Florence in the Municipal Complex. Copies may be obtained on request and a copy is posted on the municipal bulletin board in the Municipal Complex at 711 Broad Street, Florence, New Jersey.

Joy M. Weiler, RMC/MMC
Township Clerk

**LEASE AGREEMENT BETWEEN THE TOWNSHIP OF FLORENCE
AND THE FLORENCE TOWNSHIP YACHT CLUB**

THIS LEASE, made this ____ day of _____, 2014 between the Township of Florence, a Municipal Corporation in the State of New Jersey with principal offices located in the Municipal Complex, Broad Street, Florence, New Jersey hereinafter referred to as Lessor and

THE FLORENCE TOWNSHIP YACHT CLUB, a Corporation in the State of New Jersey with its registered office at 25 E. Front Street, Florence, New Jersey, hereinafter referred to as the Yacht Club and

WHEREAS, the Yacht Club desires to lease certain parcels of land from Lessor

NOW, THEREFORE, in consideration in the sum of \$1.00 payable in advance upon execution of this Lease the Lessor and Yacht Club do agree as follows:

1. Lessor does hereby lease for a term of five (5) years commencing from March 1, 2014 and terminating on February 28, 2019 the following described premises:

BEGINNING at a point in the north side of Front Street, said point being distant 298' Southeasterly from the extended West line of Broad Street, and runs, thence:

1. Along the North side of Front Street S66 degrees – 00' 00"E 80' to a point, thence,
2. N24 degrees 00' 00"E 238' to the pier and bulkhead line of the Delaware River, thence,
3. Along the pier and bulkhead line of the Delaware River N66 degrees 00' 00"W 80' to a point, thence,
4. S24 degrees 00' 00"W 238' to the Point and Place of Beginning.

2. Yacht Club shall have the right to erect, construct or otherwise assemble a structure or structures upon the lease premises subject to the approval of the Lessor. The Yacht Club shall have the duty to maintain at its own expense any structure so constructed. Upon the termination of this lease the Yacht Club shall have the right and privilege to remove any structure or structures constructed by the Yacht Club thereon.

3. The Yacht Club may not assign its rights under this lease without first receiving the formal written approval from the Lessor.

4. The Yacht Club agrees not to sublet said premises or any part thereof nor permit any person or persons to occupy the same or any part thereof nor use or permit any part thereof to be used for any other purpose or purposes for which the Yacht Club was formed nor make or suffer to be made any alterations therein without the written consent of the Lessor. At the expiration of the term of this lease the Yacht Club agrees to surrender possession thereof peacefully with the appurtenances as in good state and condition as the same now are reasonable wear and tear accepted.

5. The Yacht Club agrees to maintain liability insurance in the amount of \$2,000,000.00/1,000,000.00 naming the Lessor as a co-insured party. The Yacht Club agrees to hold the Lessor harmless for any and all liability arising out of Lessor's use and occupancy of the subject premises.

6. The Yacht Club shall annually submit a report to the Florence Township Council setting forth the use with which the premises were put during the prior calendar year, the activities undertaken in furtherance of the public purpose for which the lease was granted, and an affirmation of the continued tax exempt status of the non profit corporation pursuant to both state and federal law.

7. The Yacht Club agrees to remove and install their dock at the same time the Township dock is removed and installed.

IN WITNESS WHEREOF, the parties have set their hands and corporate seals hereto the day and year first written above.

ATTEST:

**TOWNSHIP OF FLORENCE
A Municipal Corporation of the
State of New Jersey**

**JOY M. WEILER, RMC/MMC
TOWNSHIP CLERK**

CRAIG H. WILKIE, MAYOR

**FLORENCE TOWNSHIP YACHT CLUB
A corporation of the State of New Jersey**

SECRETARY

COMMODORE