



UNION COUNTY IMPROVEMENT AUTHORITY

1499 US Highway One, North, 3rd Floor
Rahway, New Jersey, 07065
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(732) 382-9400 (732) 382-5862 fax

Resolution No. 41-2019

Date: July 10, 2019

RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY AUTHORIZING FIRST ADDENDUM TO LEASE AGREEMENT WITH THE COMMUNITY HOSPITAL GROUP INC t/a JFK MEDICAL CENTER FOR THE LEASE OF A PORTION OF THE PARK MADISON PROPERTY

APPROVED AS TO FORM:

Lisa M. da Silva, RMC

Clerk of the Authority

Lisa M. da Silva

APPROVED AS TO SUFFICIENCY OF FUNDS

☐ YES ☐ NO ☒ NONE REQUIRED

UNION COUNTY IMPROVEMENT AUTHORITY

M. W. B. -

	PRESENT	ABSENT	AYE	NAY	ABSTAIN	MOTION	SECOND
<i>Barnett</i>	✓		✓				✓
<i>D'Elia</i>	✓		✓				
<i>Gunderman, Treasurer</i>	✓		✓				
<i>Hockaday</i>	✓		✓			✓	
<i>Lattimore</i>		✓					
<i>Salerno, Secretary</i>	✓		✓				
<i>Huff, Vice Chair</i>		✓					
<i>Bornstad, Chairman</i>	✓		✓				
<i>Vacancy</i>							

**RESOLUTION OF THE UNION COUNTY IMPROVEMENT AUTHORITY
AUTHORIZING FIRST ADDENDUM TO LEASE AGREEMENT WITH THE
COMMUNITY HOSPITAL GROUP INC t/a JFK MEDICAL CENTER FOR THE LEASE
OF A PORTION OF THE PARK MADISON PROPERTY**

WHEREAS, the Union County Improvement Authority (the "Authority") has been duly created by ordinance of the Union County Board of Chosen Freeholders as a public body corporate and politic of the State of New Jersey pursuant to and in accordance with the County Improvement Authorities Law, N.J.S.A. 40: 37A-44 et seq.; and

WHEREAS, pursuant to N.J.S.A. 40:37A-55(t), the Authority is empowered to enter into any and all agreements or contracts, execute any and all instruments, and do and perform any and all acts and things necessary, convenient or desirable for the purposes of the Authority, subject to the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq.; and

WHEREAS, the Authority leases a portion of the property known as 200 West 2nd Street, Plainfield New Jersey ("Park Madison") to The Community Health Group Inc. t/a JFK Medical Center (the "Medical Center"); and

WHEREAS, the current lease agreement between the parties dated June 2, 2015 has expired and the Authority and the Medical Center are desirous of continuing the lease agreement for the property; and

WHEREAS, the Medical Center has agreed to enter into a First Addendum to the Lease for the terms and rent as set forth in the Lease Agreement annexed hereto and made a part hereof as Exhibit A; and

WHEREAS, the remainder of the terms and scope of June 2, 2015 original Lease remain the same;

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE MEMBERS OF
THE UNION COUNTY IMPROVEMENT AUTHORITY AS FOLLOWS:**

1. The Authority hereby approves the continuation of the lease agreement with the Medical Center at Park Madison.
2. The Authority authorizes the Executive Director to execute the Addendum Lease Agreement in substantially the form annexed hereto and made a part hereof as Exhibit A.

AND BE IT FURTHER RESOLVED that this resolution shall take effect immediately.

FIRST ADDENDUM TO LEASE

THIS ADDENDUM (the "Addendum") is dated this ____ day of July, 2019 between the **Union County Improvement Authority**, a public body corporate and politic of the State of New Jersey, having an address of 1499 Routes 1 and 9 North, Rahway, New Jersey 07201 (hereinafter referred to as the "Landlord") and **The Community Hospital Group Inc. T/A JFK Medical Center**, a New Jersey corporation, having an address of 80 James Street, Edison, New Jersey 08820 (hereinafter referred to as the "Tenant") (hereinafter Landlord and Tenant shall be referred collectively as the "Parties").

WHEREAS, this Addendum is an agreement to extend a certain commercial lease between the Parties dated June 2, 2015 (the "Lease") subject to the terms below; and

WHEREAS, the Landlord leases a portion of 200 W. 2nd Street, Plainfield, New Jersey 07060 to the Tenant subject to and as more specifically described in the Lease attached to this Addendum and made a part hereof as Exhibit A; and

WHEREAS, the Landlord and Tenant each agree to amend the term and base rent of the Lease subject to the terms of this Addendum; and

NOW, THEREFORE, the Landlord and Tenant agree to keep, perform, fulfill the promises, conditions, and agreements below:

1. **Premises.** The Lease governs the rental of the following described premises (the "Premises") to the Tenant: Approximately One Thousand Four Hundred and Forty (1,440) rentable square feet, located on the first floor, as more particularly described as Unit 103 on the attached plan annexed hereto as Schedule A (the "Demised Premises"), in the building known as Park Madison Building (the "Building"), 200 W. 2nd Street, Plainfield, New Jersey 07060 (the building and the land on which it is located (the "Land") being hereinafter referred to as (the "Property" or the "Demised Premises").
2. **Term & Base Rent.** This Addendum takes effect on July 1, 2019 (the "Effective Date"). The terms governing the payment of rent and failure of the payment of rent shall be as set forth in the Lease and subject to the following changes:
 - a. **Initial Term.** The initial term shall commence on the Effective Date and shall continue for a period of two (2) years. Tenant covenants and agrees to pay to Landlord a fixed annual rent (the "Fixed Annual Rent") of \$36,720.00, or \$3,060.00 per month based upon the annual rate of the base rent ("Base Rent") of Seventeen and 50/100 dollars (\$17.50) per square foot, and a Common Area Maintenance ("CAM") annual rate of Eight and 00/100 dollars (\$8.00) per square foot.
 - b. **Optional Renewal Term.** The optional renewal term shall commence at the expiration of the initial term described in 2.a. above and shall continue for a period of two (2) years therefrom. Tenant covenants and agrees to pay to Landlord Fixed

Annual Rent of \$40,320.00, or \$3,360.00 per month Base Rent of Twenty and 00/100 dollars (\$20.00) per square foot, and a CAM annual rate of Eight and 00/100 dollars (\$8.00) per square foot.

3. **Tenant's Continuing Obligations.** Nothing in this Addendum shall be construed or interpreted to release Tenant from its continued obligations, duties, and responsibilities as specified under the Lease.
4. **Governing Law.** It is the intention of the Parties that this Addendum, and all suits and special proceedings under this Addendum, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of New Jersey, without regard to the jurisdiction in which any action or special proceeding may be instituted.
5. **Miscellaneous Provisions.**
 - a. This Addendum incorporates and is subject to the Lease, a copy of each of which is attached hereto, and which is hereby referred to and incorporated as if it was set out here at length.
 - b. This Addendum will be binding upon and inure to the benefit of the parties, their successors, assigns, personal representatives, beneficiaries, executors, administrators, and heirs, as the case may be.
 - c. All rents and other charges accrued under the Lease prior to the Effective Date shall be fully paid by the Tenant. The Tenant shall also be responsible for assuming and performing all other duties and obligations required under the terms and conditions of the Lease after the Effective date.
 - d. There shall be no assignment of the Lease without the prior written consent of the Landlord.
 - e. This Addendum may be signed in multiple counterparts and the separate signature pages executed by the Parties may be combined to create a document binding on all of the Parties and together shall constitute one and the same instrument. This Addendum may be executed in facsimile or electronic counterparts. An original signature will be provided if requested by any Party.
 - f. If any provisions of this Addendum, or the application thereof, shall for any reason or to any extent be construed by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Addendum, and application of such provisions to other circumstances, shall remain in effect and be interpreted so as best to reasonably effect the intent of the Parties.

[signatures on following page]

IN WITNESS WHEREOF the Landlord and Tenant have duly affixed their signatures and executed this Addendum on the date first mentioned above.

ATTEST:

**THE COMMUNITY HOSPITAL GROUP
INC. T/A/ JFK MEDICAL CENTER**

By: _____

**UNION COUNTY IMPROVEMENT
AUTHORITY**

_____

By: _____
Daniel P. Sullivan, Executive Director