

CONTRACT

THIS AGREEMENT, made this *20* day of *July* 1964, by and between THE MAYOR AND COUNCIL OF THE BOROUGH OF PRINCETON, hereinafter sometimes called the "Borough" and the TOWNSHIP OF PRINCETON, IN THE COUNTY OF MERCER, hereinafter sometimes called the "Township", each of which is a municipal corporation of the State of New Jersey in the County of Mercer.

WITNESSETH:

WHEREAS, the governing bodies of the Borough and the Township have by ordinance authorized the creation of a "joint meeting" pursuant to the Consolidated Municipal Service Act, hereinafter referred to as the "statute"; and

WHEREAS, the statute provides for the execution of a joint contract to carry out the purposes of the joint meeting; now therefore

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Joint Meeting. (a) A "joint meeting" to be known as the "Joint Recreation Board of Princeton Borough and Township", is hereby established and constituted pursuant to R. S. 40:48B-1 et seq., by and between the Borough of Princeton and the Township of Princeton, in the County of Mercer, for the joint planning, development and operation of recreational facilities, programs

and activities. The joint meeting shall consist of a board of trustees and the management committee required by the statute.

(b) The joint meeting shall plan, develop, administer, manage and control public recreational areas, projects and facilities in accordance with this agreement or any supplement thereto.

2. Trustees; Appointment and Term. The board of trustees shall consist of four members appointed by the Mayor and the Council of the Borough and four members appointed by the Township Committee of the Township. One of the members appointed by each governing body shall also be designated by the governing body as a member of the management committee. Each trustee shall serve for a term of four years from the date of his appointment, except that of those first appointed, two shall be appointed to serve for a term of two years and two for a term of four years. Vacancies shall be filled in the same manner as the original appointment for the unexpired term only. Trustees and members of the management committee shall serve without compensation, but may be reimbursed for necessary expenses incurred in the performance of their duties.

3. Board of Trustees; Powers and Duties. The board of trustees shall:

(a) Make studies of the recreational needs of the contracting parties, and prepare and recommend plans for the development and operation of recreational facilities, programs and activities;

(b) Make and enforce rules and regulations governing the use of recreational facilities and the conduct of recreational programs and activities under its jurisdiction, including the establishment of any user fees to be charged in connection therewith;

(c) Prepare and adopt an annual budget request to be submitted to the contracting parties by their respective members of the management committee, as provided by this contract;

(d) Have and exercise the power to approve or disapprove any and all actions of the management committee in the administration control and management of the joint meeting, and to permit or require the management committee to exercise the powers of the joint meeting pursuant to such general rules and regulations as the trustees may adopt.

4. Management Committee. A trustee appointed to the management committee shall serve as such for a term of one year and until the appointment and qualification of his successor. The management committee shall annually elect one of its members as chairman to preside over its meetings, who shall also serve as chairman of the board of trustees, provided that no person shall be elected chairman of the management committee without the approval of the board of trustees. It is the intention of the contracting parties that the chairmanship shall be rotated periodically between the two contracting parties.

5. Management Committee; Powers and Duties. The management committee shall exercise the powers of the joint meeting, subject to the provisions of this contract, including particularly the approval of the board of trustees as herein provided. Insofar as practicable, the board of trustees will establish general rules, policies and procedures for the conduct and administration of the joint meeting, and the management committee, subject thereto, will administer the joint meeting and execute such rules, policies and procedures. In order to accommodate to the provisions of the statute vesting certain powers in the management committee, and to the provisions of this contract, requiring such powers to be exercised subject to the approval of the board of trustees, the management committee and the board of trustees may meet concurrently, adopt common rules for the conduct of their meetings, the power and duties of the chairman and such other officers and employees as may be appointed, and the maintenance of records and minutes of proceedings in such manner as to facilitate a concurrent statement of action and approval.

6. Recreation Director. The management committee may appoint a director of recreation, to serve for a term of one year and until the appointment and qualification of his successor. Prior to his appointment, the director shall have been qualified by training and at least 5 years of experience related to the duties of his office. Under the direction and supervision of the management committee, the director shall:

(a) Serve as chief administrative officer of the joint meeting, have power to appoint and remove all of its other officers and employees, negotiate and sign contracts on behalf of and as authorized by the joint meeting, and direct and supervise the personnel and administration of the business of the joint meeting;

(b) Manage and control the physical facilities, programs and activities of the joint meeting;

(c) Assist in the preparation of the budget and in the planning and development of new facilities;

(d) Prepare and submit to the board of trustees an annual and such other reports as the trustees may require with respect to the administration of public recreational facilities;

(e) Have such other powers and duties as the joint meeting may assign to him.

7. Financing. (a) The fiscal year of the joint meeting shall begin on January 1st and end on December 31st annually.

(b) On or before November 1st in each year, the joint meeting shall prepare and adopt a budget request for its next fiscal year and shall submit such request to the respective governing bodies of the contracting parties. The request shall be in such form as is customary for municipal budget work papers, and shall include an itemized statement of all expenditures proposed for the joint meeting for the fiscal year, balanced by a detailed statement of all anticipated revenues other than amounts to be

apportioned to the contracting parties; together with a separate statement of the amounts to be apportioned to each of the contracting parties for capital and operating purposes of each project to be operated by the joint meeting. Such apportionment shall be in accord with the provisions of this contract or any supplement thereto as to each project.

(c) Prior to acting upon the municipal budget in each year, the respective governing bodies shall adopt a resolution accepting or rejecting the budget request of the joint meeting. Any such action may be limited to any item or items of such budget request as well as to the total amount thereof; provided, however, that neither governing body shall have power to reject an apportionment of debt service previously authorized by this contract or any supplement thereto. In the event a budget request is duly rejected by either contracting party, the joint meeting shall forthwith revise and resubmit a budget request so adjusted as to eliminate the basis for such rejection, and such revised and resubmitted request shall be subject to review, approval or rejection, and revision in the same manner as an original request.

(d) It shall be the duty of each participating municipality to include its apportioned share of such costs and expenses of operation, as accepted under paragraph (c) hereof, as an appropriation in its annual budget and to pay upon the warrant of the management committee its apportioned share as and when required. Operations under the budget and related matters shall be subject to and in accordance with rules of the

Division of Local Government. For the first year of operation under the joint contract, a participating municipality may adopt a supplemental or emergency appropriation for the purpose of paying its apportioned share of the costs and expenses of operation, if provision therefor has not been made in the annual budget.

(e) The joint meeting shall not in any event incur any debt not payable from appropriations of the current year, or expend or commit any funds for any purpose or in any amount in excess of the amount set forth in its budget request and appropriated therefor by both governing bodies; nor shall either contracting party be obligated or committed in any way to pay or contribute any funds toward the capital or operating expenditures of the joint meeting without the consent of its governing body duly expressed by ordinance or resolution.

8. Capital Funds; Contributory and Non-Contributory Projects.

Except as the parties may otherwise provide by supplemental agreement, the capital outlays required for any project of the joint meeting shall be made in the first instance by the municipality in which the project is located. If the project is approved by resolution of both parties, it shall be a contributory project for purposes of paragraph 9. If it is not so approved, it shall be a non-contributory project and its capital and operating costs shall be apportionable solely to the contracting party which approves. Capital cost shall include annual debt service, if any, or the

recovery of capital outlay by equal annual charges over the period of probable usefulness without interest.

9. Apportionment of Costs. Except as may be otherwise provided by any supplemental agreement, the capital and operating costs of the joint meeting for contributory projects shall be apportioned annually between the contracting parties in proportion to the net valuations taxable within each municipality as equalized for the apportionment of county taxes of the preceding year.

10. Municipal Functions. The joint meeting may delegate to either contracting party, or to any administrative department thereof, the maintenance or construction or both of any lands, public improvements, works, facilities, services or undertakings of the joint meeting, or the administration of any function of the joint meeting, subject to such cost reimbursement agreement as may be negotiated and entered into between the joint meeting and either contracting party. The management committee shall annually designate an officer of one of the contracting parties as its custodian of funds and disbursing officer.

11. Community Park. The lands popularly known as Community Park, consisting of approximately 42 acres along State Highway Route 206 in the Township of Princeton, as more particularly described in Schedule A annexed hereto and made a part hereof, shall be transferred to the control, management and administration of the joint meeting for public recreational

purposes, upon the following terms and conditions, and subject to all of the provisions of this contract:

(a) Legal title to Community Park shall be and remain in the Township of Princeton;

(b) The development and use of Community Park shall at all times be such as to comply with the following covenants and restrictions which are contained in the deed whereby Princeton Township holds title thereto:

"1. The lands hereinabove described shall be used, developed and improved only in accordance with that certain map entitled 'Master Plan for the Physical Development of 'Community Gardens' in the Township of Princeton, Mercer County, New Jersey, being more particularly a schematic land use plan therefor, prepared by Clark and Rapuano, Landscape Architects and Engineers, New York, New York, Scale 1" = 100', November, 1960", which was duly adopted by the Planning Board of said Township on November 29, 1960, as part of the master plan for the physical development thereof, particularly as to the lands hereinabove described.

"2. Each proposed use, development and improvement of said land shall, prior to the undertaking thereof, be submitted to and approved by the Planning Board which shall approve the same if found to be in accordance with said master plan.

"3. Anything herein to the contrary notwithstanding, if the aforesaid master plan shall be altered or amended by the Planning Board after due proceedings therefor as provided by law, then, and thenceforth, the use, development and improvement of said lands shall conform to the master plan as so altered or amended."

(c) Princeton Township may use and develop a portion or portions of Community Park, not exceeding approximately 7 acres, exclusively for the administration of the Township government and purposes incidental

or kindred thereto, all in accordance with the above mentioned master plan for the physical development of Community Gardens; and all costs and expenses related to any such use or development by Princeton Township shall be borne solely by the Township.

(d) Community Park, having been generally planned for development under the Township's master plan hereinbefore mentioned, and detailed recommendations therefor having been made in a report of Clarke & Rapauno, consultants, dated September 20, 1961, it is agreed that if the Township shall propose any capital improvement in accordance with said master plan or report and the parties shall fail to agree upon the same or upon the timing thereof, the Township shall have the right to proceed with such capital improvement at its own expense after giving the Borough notice of its intention so to do. In such event, this agreement shall thenceforth not be applicable to the capital improvement so made by the Township or to that part of Community Park as shall reasonably be required in connection with such improvement, provided, however, that the Township shall pay to the Borough an amount equal to the Borough's contribution to any prior capital improvements in said part of Community Park.

12. Limitations on Joint Meeting. The powers of the joint meeting shall be subject to such further limitations as are set forth in the ordinance authorizing this contract entitled "An Ordinance to provide for the joint operation of certain recreational facilities in Princeton Borough and Princeton Township."

13. Withdrawal from Joint Meeting. Either party to this agreement may withdraw and discontinue participation in the joint meeting by giving written notice of such withdrawal to the other on or before March 31st in the year 1969 or in any fifth year thereafter, to take effect on January 1st of the following year. Such notice may be authorized by resolution of the governing body. Upon such withdrawal taking effect:

(a) Legal title to real property shall remain in the municipality or municipalities in which it was vested prior thereto, and legal title to any property then vested in the joint meeting shall be conveyed by the joint meeting to the municipality in which the property is physically located;

(b) Bonded indebtedness incurred to finance the acquisition of any assets shall continue as the obligation of the issuing party; and each party shall remain liable under paragraph 9 hereof for its apportioned share of annual debt service on outstanding bonds issued for any contributory project, whether or not it retains title to the capital assets acquired for such project, except as provided in paragraph (c) below;

(c) If the withdrawing party retains title to capital assets:

(i) it shall be liable for the entire remaining debt

service incurred to acquire such assets, and

(ii) it shall repay to the other party the original

cost of its capital investment in such assets,

and such repayment may be

made in as many equal annual installments not exceeding twenty as the number of years during which the asset has been used by the joint meeting, together with interest on the unpaid balance. Such interest shall be computed annually at a rate equal to the average rate being paid by the withdrawing party on its outstanding bonds on the effective date of such withdrawal.

(d) All current liabilities and obligations duly authorized and incurred prior to the effective date of such notice shall be paid and discharged in accordance with the terms of this contract.

14. Arbitration. In the event of any dispute between the parties as to the meaning or operation of any part of this agreement, the matter shall be submitted for non-binding arbitration to the Director of Local Government of New Jersey, or such officer as may succeed to his principal powers and duties.

15. Duration. This agreement shall remain in force and effect for a term of 40 years from the date hereof, subject to the withdrawal privilege above provided.

IN WITNESS WHEREOF, the parties have caused these presents to
be duly executed on the date first above mentioned.

ATTEST:

Robert F. Mooney
Robert F. Mooney, Clerk

THE MAYOR AND COUNCIL OF THE
BOROUGH OF PRINCETON

By Henry S. Patterson II
Henry S. Patterson II, Mayor

ATTEST:

Joseph R. Nini
Joseph R. Nini, Clerk

THE TOWNSHIP OF PRINCETON

By William L. Wilson
William L. Wilson, Chairman of
Princeton Township Committee

Schedule A

All those certain lots, tracts or parcels of lands and premises, situate, lying and being in the Township of Princeton, County of Mercer and State of New Jersey, more particularly described as follows:

TRACT I - BEGINNING at a monument in the southeasterly line of State Highway Route 206, said monument being the northwesterly corner to lands of Michele Leiggi and running thence along said line of said road the following seven (7) courses: (1) along a curve bearing to the right with a radius of four hundred eight and sixty-eight hundredths (408.68) feet a distance of one hundred sixty-seven and ninety-four hundredths (167.94) feet, the chord of said curve bearing North six degrees fifty-nine minutes thirty seconds East (N 6° 59' 30" E) one hundred sixty-six and six tenths (166.6) feet to an iron pin; thence (2) North seventy-one degrees fourteen minutes ten seconds West (N 71° 14' 10" W) sixteen and five tenths (16.5) feet to a point; thence (3) North eighteen degrees forty-five minutes fifty seconds East (N 18° 45' 50" E) one hundred ninety-seven and four tenths (197.4) feet to a point of curve; thence (4) along a curve bearing to the right with a radius of nine hundred thirty-eight and eighty-seven hundredths (938.87) feet a distance of two hundred fifty-seven and eighty-six hundredths (257.86) feet the chord of said curve bearing North twenty-six degrees thirty-seven minutes fifty-five seconds East (N 26° 37' 55" E) two hundred fifty-seven and five hundredths (257.05) feet to a point of compound curve; thence (5) along a curve bearing to the right with a radius of nine hundred and twenty and eighty-one hundredths (920.81) feet a distance of three hundred forty-eight and eighty-three hundredths (348.83) feet, the chord of said curve bearing North forty-five degrees twenty-one minutes ten seconds East (N 45° 21' 10" E) three hundred forty-six and seventy-five hundredths (346.75) feet to a point of tangency; thence (6) North fifty-six degrees twelve minutes twenty seconds East (N 56° 12' 20" E) eight hundred forty-one and fifty-five hundredths (841.55) feet to a point of curve; thence (7) along a curve bearing to the left with a radius of one thousand twenty-nine and fifty-one hundredths (1029.51) feet a distance of eighty-three and forty-four hundredths (83.44) feet, the chord of said curve bearing North fifty-three degrees fifty-three minutes one second East (N 53° 53' 01" E) eighty-three and forty-two hundredths (83.42) feet to an iron pin at the corner of property of Inhabitants of the Township of Princeton; thence (8) along the southerly line of last mentioned lands North seventy-five degrees twenty-four minutes forty seconds East (N 75° 24' 40" E) four hundred ninety-nine and twenty-four hundredths (499.24) feet to an iron pin in the westerly line of Witherspoon Street sixty-six (66) feet in width passing through a monument, forty-four (44) feet from the beginning of this course; thence along said line of Witherspoon Street the following four (4) courses: (9) South six degrees twenty minutes thirty seconds West (S 6° 20' 30" W) five and forty-seven hundredths (5.47) feet to an iron pin; thence (10) South eight degrees twenty minutes thirty seconds East (S 8° 20' 30" E) one hundred sixteen and sixty-one hundredths (116.61) feet to an iron pin; thence (11) South eight degrees fifty-five minutes East (S 8° 55' E) one hundred forty-five and forty-one hundredths (145.41) feet to an iron pin; thence

(12) South nine degrees twenty-five minutes thirty seconds East (S 9°25'30" E) six hundred eighty-five and thirty-eight hundredths (685.38) feet to a monument, corner to property of John F. McCarthy; thence along last mentioned lands the following two (2) courses: (13) South seventy-five degrees forty-four minutes forty seconds West (S 75°44'40" W) six hundred twenty-eight and forty-seven hundred (628.47) feet to an iron pin; thence (14) South eleven degrees seven minutes fifty seconds East (S 11°07'50" E) sixty and six hundredths (60.06) feet to an iron pipe; thence (15) along the northerly line of property of C. R. Smith Construction Inc. and property of John F. McCarthy South seventy-five degrees forty-four minutes forty seconds West (S 75°44'40" W) five hundred sixty-two and three hundredths (562.03) feet to an iron pipe; thence (16) along last mentioned lands South seventy-five degrees fifty-six minutes forty seconds West (S 75°56'40" W) four hundred twenty-two and eight tenths (422.8) feet to an iron pipe; thence (17) still along last mentioned lands and lands of Michele Leiggi along a curve bearing to the left with a radius of five thousand seven hundred fifty-four and sixty-five hundredths (5754.65) feet a distance of two hundred ninety and seventy-one hundredths (290.71) feet, the chord of said curve bearing South seventy-four degrees twenty-seven minutes thirty seconds West (S 74°27'30" W) two hundred ninety and thirty-one hundredths (290.31) feet to the point and place of Beginning, containing 33.093 Acres.

Subject to a ten (10) feet wide storm Drain R. O. W. the northerly line of which is parallel to course No. 15 and ten (10) feet northerly measured at right angles therefrom.

As shown on a plan entitled "Plan of Property of Princeton Community Parks Foundation to be conveyed to Township of Princeton, Princeton Twp., Mercer Co., N. J., Surveyed and Drawn by Van Note-Harvey Associates, Civil Engineers and Land Surveyors, Princeton, N. J., Scale 1" = 80', Jan. 1961."

According to survey and description by Edward B. Van Note, Civil Engineer, Princeton, N. J., January, 1961.

TRACT II - BEGINNING at a monument in the northwesterly line of State Highway Route 206 thirty-three (33) feet in width, said monument being the southeasterly corner to property of George F. Hackl, Jr., et ux and running thence along last mentioned lands the following two (2) courses: (1) North thirty-nine degrees thirty-six minutes forty seconds West (N 39°36'40" W) one hundred two and forty-nine hundredths (102.49) feet to an iron pipe; thence (2) South sixty-nine degrees thirty minutes West (S 69°30' W) three hundred sixty-six and eighty-six hundredths (366.86) feet to an iron pipe in the easterly line of Bayard Lane fifty (50) feet in width; thence (3) along said line of Bayard Lane North twenty-one degrees fifty-three minutes thirty seconds West (N 21°53'30" W) fifty and two hundredths (50.02) feet to an iron pin; thence (4) along the northerly line of Mountain Avenue fifty (50) feet in width South sixty-nine degrees thirty minutes West (S 69°30' W) eighteen and forty-five hundredths (18.45) feet to a point, corner to property of Elizabeth Grant Clark; thence (5) along the easterly line of last mentioned lands North twenty

degrees twenty-nine minutes West (N 20°29' W) five hundred twenty-eight and seventy-five hundredths (528.75) feet to a point, passing through a monument thirty-one and fifty hundredths (31.50) feet from the end point of this course; thence (6) along the southerly line of lands of Esther C. Harrop North seventy-six degrees forty-six minutes East (N 76°46' E) one thousand four hundred nineteen and seventy-six hundredths (1419.76) feet to an iron pipe; thence (7) along last mentioned lands and lands of Princeton Township North seventy-five degrees twenty-four minutes forty seconds East (N 75°24'40" E) four hundred fifty-one and thirteen hundredths (451.13) feet to an iron pin in the northwesterly line of State Highway Route 206, thence along said line of said road the following four (4) courses: (8) along a curve bearing to the right with a radius of one thousand four hundred sixteen and no hundredths (1416.00) feet, a distance of two hundred twenty-eight and ninety-nine hundredths (228.99) feet, the chord of said curve bearing South forty-six degrees fifty-four minutes six seconds West (S 46°54'06" W) two hundred twenty-eight and seventy-four hundredths (228.74) feet to a point of compound curve; thence (9) along a curve bearing to the right with a radius of nine hundred ninety-six and fifty-one hundredths (996.51) feet a distance of eighty and seventy-seven hundredths (80.77) feet, the chord of said curve bearing South fifty-three degrees fifty-three minutes one second West (S 53°53'01" W) eighty and seventy-five hundredths (80.75) feet to a point of tangency; thence (10) South fifty-six degrees twelve minutes twenty seconds West (S 56°12'20" W) eight hundred forty-one and fifty-five hundredths (841.55) feet to a point of curve; thence (11) along a curve bearing to the left with a radius of nine hundred fifty-three and eighty-one hundredths (953.81) feet a distance of three hundred sixty-one and thirty-four hundredths (361.34) feet, the chord of said curve bearing South forty-five degrees twenty-one minutes ten seconds West (S 45°21'10" W) three hundred fifty-nine and eighteen hundredths (359.18) feet to the point and place of Beginning, containing 15.122 Acres.

Subject to a twenty (20) feet wide, straight Sewer Right of Way the westerly line of which crosses course No. 4 five (5) feet easterly from the end point of this course, and course No. 6 twenty (20) feet easterly from the beginning of this course.

As shown on a plan entitled "Plan of Property of Princeton Community Parks Foundation to be conveyed to Township of Princeton, Princeton Twp., Mercer Co., N. J., Surveyed and Drawn by Van Note-Harvey Associates, Civil Engineers and Land Surveyors, Princeton, N. J., Scale 1" = 80', Jan. 1961."

According to survey and description by Edward B. Van Note, Civil Engineer, Princeton, N. J., January 1961.

Being the same lands and premises conveyed by Princeton Community Parks Foundation, a corporation of the State of New Jersey, and Agnes Pyne Coke and Henry C. Coke, Jr., husband and wife, to The Township Of Princeton, by deed dated February 8, 1961 and recorded in the Mercer County Clerk's Office March 22, 1961 in Deed Book 1571, page 36etc.

Excepting therefrom and thereout

All that certain lot, tract or parcel of land and premises, situate, lying and being in the Township of Princeton, County of Mercer and State of New Jersey, and being more particularly described as follows, to wit:

BEGINNING at a concrete monument in the westerly line of Witherspoon Street sixty-six (66) feet in width, said monument being the northeasterly corner to lands of John F. McCarthy and running thence; (1) along the northerly line of last mentioned lands South seventy-five degrees forty-four minutes thirty seconds West ($S 75^{\circ}44'30'' W$) six hundred twenty-eight and forty-seven hundredths (628.47) feet to a concrete monument in the easterly line of lands of the Township of Princeton; thence along last mentioned lands the following two (2) courses: (2) North eleven degrees seven minutes fifty seconds West ($N 11^{\circ}07'50'' W$) five hundred and no hundredths (500.00) feet to a concrete monument; thence (3) North seventy-five degrees fifty minutes ten seconds East ($N 75^{\circ}50'10'' E$) six hundred forty-three and thirty-one hundredths (643.31) feet to a concrete monument in the westerly line of Witherspoon Street; thence (4) along said line of said street South nine degrees twenty-five minutes thirty seconds East ($S 9^{\circ}25'30'' E$) five hundred and no hundredths (500.00) feet to the point and place of Beginning.

As shown on a plan entitled: "Topographical Plan of Property of Board of Education, Township of Princeton, Princeton Twp., Mercer Co., N.J., Surveyed and Drawn by Van Note-Harvey Associates, Civil Engineers and Land Surveyors, Princeton, N.J., Scale 1" = 40', February, 1961, Revised March, 1961."

According to a description by Van Note-Harvey Assoc., Civil Engineers and Land Surveyors, Princeton, N.J., March, 1961.

Being the same lands and premises conveyed to the Board of Education of the Township of Princeton, in the County of Mercer by the Township of Princeton, in the County of Mercer by deed dated May 2 nd, 1961 and recorded in the Mercer County Clerk's Office. May 10, 1961 in Deed Book 1576, page 267.

AGREEMENT

PRINCETON BOROUGH

and

PRINCETON TOWNSHIP

JOINT RECREATION BOARD

AGREEMENT

THIS AGREEMENT, made this 31st day of December, 1981, by and between THE MAYOR AND COUNCIL OF THE BOROUGH OF PRINCETON, hereinafter referred to as the "Borough" and the TOWNSHIP OF PRINCETON, IN THE COUNTY OF MERCER, hereinafter referred to as the "Township", each of which is a municipal corporation of the State of New Jersey in the County of Mercer.

WITNESSETH:

WHEREAS, the governing bodies of the Borough and Township have by ordinance authorized the creation of a "joint meeting" pursuant to the Consolidated Municipal Service Act, hereinafter referred to as the "statute"; and

WHEREAS, the statute provides for the execution of a joint contract to carry out the purposes of the joint meeting; now therefore

IT IS MUTUALLY AGREED AS FOLLOWS:

1. Joint Meeting. (a) A "joint meeting" to be known as the "Joint Recreation Board of Princeton Borough and Township", is hereby established and constituted pursuant to R.S. 40:48B-1, et seq., by and between the Borough of Princeton and the Township of Princeton, in the County of Mercer, for the joint planning, development and operation of recreational facilities, programs

and activities. The joint meeting shall consist of a board of trustees and the management committee required by the statute.

(b) The joint meeting shall plan, develop, administer, manage and control public recreational areas, projects and facilities in accordance with this agreement or any supplement thereto.

2. Trustees; Appointment and Term. The board of trustees shall consist of four members appointed by the Mayor and the Council of the Borough and four members appointed by the Township Committee of the Township. One of the members appointed by each governing body shall also be designated by the governing body as a member of the management committee. Said members of the management committee shall select from the remaining members of the board of trustees a third member of the management committee who shall be a resident of either the Borough or the Township. Each trustee shall serve for a term of four years from the date of his appointment, except that of those first appointed, two shall be appointed to serve for a term of two years and two for a term of four years. Vacancies shall be filled in the same manner as the original appointment for the unexpired term only. Trustees and members of the management committee shall serve without compensation but may be reimbursed for necessary expenses incurred in the performance of their duties.

3. Board of Trustees; Powers and Duties. The board of trustees shall:

(a) Make studies of the recreational needs of the contracting parties, and prepare and recommend plans for the

development and operation of recreational facilities, programs and activities;

(b) Make and enforce rules and regulations governing the use of recreational facilities and the conduct of recreational programs and activities under its jurisdiction, including the establishment of any user fees to be charged in connection therewith;

(c) Prepare and adopt an annual budget request to be submitted to the contracting parties by their respective members of the management committee, as provided by this contract;

(d) Have and exercise the power to approve or disapprove any and all actions of the management committee in the administration, control and management of the joint meeting, and to permit or require the management committee to exercise the powers of the joint meeting pursuant to such general rules and regulations as the trustees may adopt.

4. Management Committee. A trustee appointed to the management committee shall serve as such for a term of one year and until the appointment and qualification of his successor. The management committee shall annually elect one of its members as chairman to preside over its meetings, who shall also serve as chairman of the board of trustees, provided that no person shall be elected chairman of the management committee without the approval of the board of trustees. It is the intention of the contracting parties that the chairmanship shall be rotated periodically between the two contracting parties.

5. Management Committee; Powers and Duties. The management committee shall exercise the powers of the joint meeting,

subject to the provisions of this contract, including particularly the approval of the board of trustees as herein provided. Insofar as practicable, the board of trustees will establish general rules, policies and procedures for the conduct and administration of the joint meeting, and the management committee, subject thereto, will administer the joint meeting and execute such rules, policies and procedures. In order to accommodate to the provisions of the statute vesting certain powers in the management committee, and to the provisions of this contract, requiring such powers to be exercised subject to the approval of the board of trustees, the management committee and the board of trustees may meet concurrently, adopt common rules for the conduct of their meetings, the power and duties of the chairman and such other officers and employees as may be appointed, and the maintenance of records and minutes of proceedings in such manner as to facilitate a concurrent statement of action and approval.

6. Recreation Director. The board of trustees may appoint a director of recreation to serve for a term of not less than one year nor more than four years, which shall be established in the discretion of the management committee before said appointment is made. Said recreation director shall serve until the appointment and qualification of his successor. Prior to this appointment, the director shall have been qualified by training and at least five years of experience related to the duties of his office. Under the discretion and supervision of the management committee, the director shall:

(a) Serve as chief administrative officer of the joint meeting, have power to appoint and remove all of its other

officers and employees, negotiate and sign contracts on behalf of and as authorized by the joint meeting, and direct and supervise the personnel and administration of the business of the joint meeting;

(b) Manage and control the physical facilities, programs and activities of the joint meeting;

(c) Assist in the preparation of the budget and in the planning and development of new facilities;

(d) Prepare and submit to the board of trustees an annual and such other reports as the trustees may require with respect to the administration of public recreational facilities;

(e) Have such other powers and duties as the joint meeting may assign to him.

7. Financing. (a) The fiscal year of the joint meeting shall begin on January 1st and end on December 31st annually.

(b) On or before November 1st in each year, the joint meeting shall prepare and adopt a budget request for its next fiscal year and shall submit such request to the respective governing bodies of the contracting parties. The request shall be in such form as is customary for municipal budget work papers, and shall include an itemized statement of all expenditures proposed for the joint meeting for the fiscal year, balanced by a detailed statement of all anticipated revenues other than amounts to be apportioned to the contracting parties; together with a separate statement of the amounts to be apportioned to each of the contracting parties for capital and operating purposes of each project to be operated by the joint meeting. Such apportion-

ment shall be in accord with the provisions of this contract or any supplement thereto as to each project.

(c) Prior to acting upon the municipal budget in each year, the respective governing bodies shall accept or reject in whole or in part the budget request of the joint meeting. Any such action may be limited to any item or items of such budget request as well as to the total amount thereof; provided, however, that neither governing body shall have power to reject an apportionment of debt service previously authorized by this contract or any supplement thereto. In the event a budget request is duly rejected by either contracting party, the joint meeting shall forthwith revise and resubmit a budget request so adjusted as to eliminate the basis for such rejection, and such revised and resubmitted request shall be subject to review, approval or rejection, and revision in the same manner as an original request.

(d) It shall be the duty of each participating municipality to include its apportioned share of such costs and expenses of operation, as accepted under paragraph (c) hereof, as an appropriation in its annual budget and to pay upon the warrant of the management committee its apportioned share as and when required. Operations under the budget and related matters shall be subject to and in accordance with rules of the Division of Local Government. For the first year of operation under the joint contract, a participating municipality may adopt a supplemental or emergency appropriation for the purpose of paying its apportioned share of the costs and expenses of operation, if provision therefor has not been made in the annual budget.

(e) The joint meeting shall not in any event incur any debt not payable from appropriations of the current year, or expend or commit any funds for any purpose or in any amount in excess of the amount set forth in its budget request and appropriated therefor by both governing bodies; nor shall either contracting party be obligated or committed in any way to pay or contribute any funds toward the capital or operating expenditures of the joint meeting without the consent of its governing body duly expressed by ordinance or resolution.

8. Capital Funds; Contributory and Non-Contributory Projects. Except as the parties may otherwise provide by supplemental agreement, the capital outlays required for any project of the joint meeting shall be made in the first instance by the municipality in which the project is located. If the project is approved by resolution of both parties, it shall be a contributory project for purposes of paragraph 9. If it is not so approved, it shall be a non-contributory project and its capital and operating costs shall be apportionable solely to the contracting party which approves. Capital cost shall include annual debt service, if any, or the recovery of capital outlay by equal annual charges over the period of probable usefulness without interest.

9. Apportionment of Costs. Except as may be otherwise provided by any supplemental agreement, the capital and operating costs of the joint meeting for contributory projects shall be apportioned annually between the contracting parties in proportion to the net valuations taxable within each municipality as equalized for the apportionment of county taxes of the preceding year.

10 Municipal Functions. The joint meeting may delegate to either contracting party, or to any administrative department thereof, the maintenance or construction or both of any lands, public improvements, works, facilities, services or undertakings of the joint meeting, or the administration of any function of the joint meeting, subject to such cost reimbursement agreement as may be negotiated and entered into between the joint meeting and either contracting party. The management committee shall annually designate an officer of one of the contracting parties as its custodian of funds and disbursing officer.

11. Community Park. The lands popularly known as Community Park, consisting of approximately 42 acres along State Highway Route 206 in the Township of Princeton, as more particularly described in Schedule A annexed hereto and made a part hereof, shall be transferred to the control, management and administration of the joint meeting for public recreational purposes, upon the following terms and conditions, and subject to all of the provisions of this contract:

(a) Legal title to Community Park shall be and remain in the Township of Princeton;

(b) The development and use of Community Park shall at all times be such as to comply with the following covenants and restrictions which are contained in the deed whereby Princeton Township holds title thereto:

"1. The lands hereinabove described shall be used, developed and improved only in accordance with that certain map entitled 'Master Plan for the Physical Development of 'Community Gardens' in the Township of Princeton, Mercer County, New Jersey, being more particularly a schematic land use plan therefor, prepared by Clark and Rapuano, Landscape Architects and Engineers, New York,

New York, Scale 1" = 100', November, 1960", which was duly adopted by the Planning Board of said Township on November 29, 1960, as part of the master plan for the physical development thereof, particularly as to the lands hereinabove described.

"2. Each proposed use, development and improvement of said land shall, prior to the undertaking thereof, be submitted to and approved by the Planning Board which shall approve the same if found to be in accordance with said master plan.

"3. Anything herein to the contrary notwithstanding, if the aforesaid master plan shall be altered or amended by the Planning Board after due proceedings therefor as provided by law, then and thenceforth, the use, development and improvement of said lands shall conform to the master plan as so altered or amended."

(c) Princeton Township may use and develop a portion or portions of Community Park, not exceeding approximately 7 acres, exclusively for the administration of the Township government and purposes incidental or kindred thereto, all in accordance with the above mentioned master plan for the physical development of Community Gardens; and all costs and expenses related to any such use or development by Princeton Township shall be borne solely by the Township.

(d) Community Park, having been generally planned for development under the Township's master plan hereinbefore mentioned, and detailed recommendations therefor having been made in a report of Clarke & Rapauno, consultants, dated September 20, 1961, it is agreed that if the Township shall propose any capital improvement in accordance with said master plan or report and the parties shall fail to agree upon the same or upon the timing thereof, the Township shall have the right to proceed with such capital improvement

at its own expense after giving the Borough notice of its intention so to do. In such event, this agreement shall thenceforth not be applicable to the capital improvement so made by the Township or to that part of Community Park as shall reasonably be required in connection with such improvement, provided, however, that the Township shall pay to the Borough an amount equal to the Borough's contribution to any prior capital improvements in said part of Community Park.

12. Community Park North. The lands popularly known as Community Park North, as more particularly described and set forth in Schedule B annexed hereto and made a part hereof, shall be transferred to the control, management and administration of the joint meeting for public recreational purposes, upon the following terms and conditions, and subject to all of the provisions of this contract:

(a) Legal title to Community Park North shall be and remain in the Township of Princeton;

(b) The development and use of Community Park North shall at all times be as to comply with the following covenants and restrictions which are contained in the deed whereby Princeton Township holds title thereto:

"1. The lands hereinabove described (see Schedule B) shall be used, developed and improved only in accordance with that certain map entitled 'Master Plan for the Physical Development of 'Community Gardens' in the Township of Princeton, Mercer County, New Jersey, being more particularly a schematic land use plan therefor, prepared by Clark and Rapuano, Landscape Architects and Engineers, New York, New York, Scale 1" - 100', November, 1960", which was duly adopted by the Planning Board of said Township on November 29, 1960, as part of the master plan for the physical

development thereof, particularly as to the lands hereinabove described.

"2. Each proposed use, development and improvement of said land shall, prior to the undertaking thereof, be submitted to and approved by the Planning Board which shall approve the same if found to be in accordance with said master plan.

"3. Anything herein to the contrary notwithstanding, if the aforesaid master plan shall be altered or amended by the Planning Board after due proceedings therefor as provided by law, then, and thenceforth, the use, development and improvement of said lands shall conform to the master plan as so altered or amended."

(c) Community Park North, having been generally planned for development under the Township's Master Plan hereinbefore mentioned, and detailed recommendations therefor having been made in a report of Clark and Rapuano, Consultants, dated September 20, 1961, it is agreed that if the Township shall propose any capital improvements in accordance with said Master Plan or report, and the parties shall fail to agree upon the same, or upon the timing thereof, the Township shall have the right to proceed with such capital improvements at its own expense after giving the Borough notice of its intention to do so. In such event, this agreement shall thenceforth not be applicable to the capital improvements so made by the Township or to that part of Community Park North as shall reasonably be required in connection with such improvements, provided, however, that the Township shall pay to the Borough an amount equal to the Borough's contribution to any prior capital improvements in said part of Community Park North.

13. Limitations on Joint Meeting. The powers of the joint meeting shall be subject to such further limitations as are set forth

in the ordinance authorizing this contract entitled "An Ordinance To Provide For The Joint Operation Of Certain Recreational Facilities In Princeton Borough and Princeton Township."

14. Withdrawal from Joint Meeting. Pursuant to N.J.S.A. 40:48B-9, this joint agreement may be terminated by the adoption of a resolution by both the Borough and Township indicating their desire to terminate said agreement. Such termination shall not be made effective earlier than the end of the fiscal year next preceding the fiscal year in which the last of the required Resolutions of Termination have been adopted. Upon such withdrawal taking effect:

(a) Legal title to real property shall remain in the municipality or municipalities in which it was vested prior thereto, and legal title to any property then vested in the joint meeting shall be conveyed by the joint meeting to the municipality in which the property is physically located;

(b) Bonded indebtedness incurred to finance the acquisition of any assets shall continue as the obligation of the issuing party; and each party shall remain liable under paragraph 9 hereof for its apportioned share of annual debt service on outstanding bonds issued for any contributory project, whether or not it retains title to the capital assets acquired for such project, except as provided in paragraph (c) below;

(c) If the withdrawing party retains title to captial assets:

(i) it shall be liable for the entire remaining debt service incurred to acquire such assets, and

(ii) it shall repay to the other party the original cost of its capital investment in such assets, and such repayment may be made in as many equal installments not exceeding twenty as the number of years during which the asset has been used by the joint meeting, together with interest on the unpaid balance. Such interest shall be computed annually at a rate equal to the average rate being paid by the withdrawing party on its outstanding bonds on the effective date of such withdrawal.

(d) All current liabilities and obligations duly authorized and incurred prior to the effective date of such notice shall be paid and discharged in accordance with the terms of this contract.

15. Arbitration. In the event of any dispute between the parties as to the meaning or operation of any part of this agreement, the matter shall be submitted for non-binding arbitration to the Director of Local Government of New Jersey, or such officer as may succeed to his principal powers and duties.

16. Duration. This agreement shall remain in force and effect for a term of 40 years from the date hereof, subject to the withdrawal privilege.

IN WITNESS WHEREOF, the parties have caused these presents to be duly executed on the date first above mentioned.

ATTEST:

THE MAYOR AND COUNCIL OF THE
BOROUGH OF PRINCETON

Penelope S. Carter
Penelope S. Carter, Clerk

By: Robert W. Cawley
Robert W. Cawley, Mayor

ATTEST:

THE TOWNSHIP OF PRINCETON

Natalie D. Cruickshank
Natalie D. Cruickshank, Clerk

By: Josephine H. Hall
Josephine H. Hall, Mayor

Schedule A

All those certain lots, tracts or parcels of lands and premises, situate, lying and being in the Township of Princeton, County of Mercer and State of New Jersey, more particularly described as follows:

TRACE I - BEGINNING at a monument in the southeasterly line of State Highway Route 206, said monument being the northwesterly corner to lands of Michele Leigg and running thence along said line of said road the following seven (7) courses: (1) along a curve bearing to the right with a radius of four hundred eight and sixty-eight hundredths (408.68) feet a distance of one hundred sixty-seven and ninety-four hundredths (167.94) feet, the chord of said curve bearing North six degrees fifty-nine minutes thirty seconds East (N 6° 59' 30" E) one hundred sixty-six and six tenths (166.6) feet to an iron pin; thence (2) North seventy-one degrees fourteen minutes ten seconds West (N 71° 14' 10" W) sixteen and five tenths (16.5) feet to a point; thence (3) North eighteen degrees forty-five minutes fifty seconds East (N 18° 45' 50" E) one hundred ninety-seven and four tenths (197.4) feet to a point of curve; thence (4) along a curve bearing to the right with a radius of nine hundred thirty-eight and eighty-seven hundredths (938.87) feet a distance of two hundred fifty-seven and eighty-six hundredths (257.86) feet the chord of said curve bearing North twenty-six degrees thirty-seven minutes fifty-five seconds East (N 26° 37' 55" E) two hundred fifty-seven and five hundredths (257.05) feet to a point of compound curve; thence (5) along a curve bearing to the right with a radius of nine hundred and twenty and eighty-one hundredths (920.81) feet a distance of three hundred forty-eight and eighty-three hundredths (348.83) feet the chord of said curve bearing North forty-five degrees twenty-one minutes ten seconds East (N 45° 21' 10" E) three hundred forty-six and seventy-five hundredths (346.75) feet to a point of tangency; thence (6) North fifty-six degrees twelve minutes twenty seconds East (N 56° 12' 20" E) eight hundred forty-one and fifty-five hundredths (841.55) feet to a point of curve; thence (7) along a curve bearing to the left with a radius of one thousand twenty-nine and fifty-one hundredths (1029.51) feet a distance of eighty-three and forty-four hundredths (83.44) feet, the chord of said curve bearing North fifty-three degrees fifty-three minutes one second East (N 53° 53' 01" E) eighty-three and forty-two hundredths (83.42) feet to an iron pin at the corner of property of Inhabitants of the Township of Princeton; thence (8) along the southerly line of last mentioned lands North seventy-five degrees twenty-four minutes forty seconds East (N 75° 24' 40" E) four hundred ninety-nine and twenty-four hundredths (499.24) feet to an iron pin in the westerly line of Witherspoon Street sixty-six (66) feet in width passing through a monument, forty-four (44) feet from the beginning of this course; thence along said line of Witherspoon Street the following four (4) courses: (9) South six degrees twenty minutes thirty seconds West (S 6° 20' 30" W) five and forty-seven hundredths (5.47) feet to an iron pin; thence (10) South eight degrees twenty minutes thirty seconds East (S 8° 20' 30" E) one hundred sixteen and sixty-one hundredths (116.61) feet to an iron pin; thence (11) South eight degrees fifty-five minutes East (S 8° 55' E) one hundred forty-five and forty-one hundredths (145.41) feet to an iron pin; thence

(12) South nine degrees twenty-five minutes thirty seconds East ($S 9^{\circ}25'30'' E$) six hundred eighty-five and thirty-eight hundredths (685.38) feet to a monument, corner to property of John F. McCarthy; thence along last mentioned lands the following two (2) courses: (13) South seventy-five degrees forty-four minutes forty seconds West ($S 75^{\circ}44'40'' W$) six hundred twenty-eight and forty-seven hundredths (628.47) feet to an iron pin; thence (14) South eleven degrees seven minutes fifty seconds East ($S 11^{\circ}07'50'' E$) sixty and six hundredths (60.06) feet to an iron pipe; thence (15) along the northerly line of property of C. R. Smith Construction Inc. and property of John F. McCarthy South seventy-five degrees forty-four minutes forty seconds West ($S 75^{\circ}44'40'' W$) five hundred sixty-two and three hundredths (562.03) feet to an iron pipe; thence (16) along last mentioned lands South seventy-five degrees fifty-six minutes forty seconds West ($S 75^{\circ}56'40'' W$) four hundred twenty-two and eight tenths (422.8) feet to an iron pipe; thence (17) still along last mentioned lands and lands of Michele Leiggi along a curve bearing to the left with a radius of five thousand seven hundred fifty-four and sixty-five hundredths (5754.65) feet a distance of two hundred ninety and seventy-one hundredths (290.71) feet, the chord of said curve bearing South seventy-four degrees twenty-seven minutes thirty seconds West ($S 74^{\circ}27'30'' W$) two hundred ninety and thirty-one hundredths (290.31) feet to the point and place of Beginning, containing 33.093 Acres.

Subject to a ten (10) feet wide storm Drain R. O. W. the northerly line of which is parallel to course No. 15 and ten (10) feet northerly measured at right angles therefrom.

As shown on a plan entitled "Plan of Property of Princeton Community Parks Foundation to be conveyed to Township of Princeton, Princeton Twp., Mercer Co., N. J., Surveyed and Drawn by Van Note-Harvey Associates, Civil Engineers and Land Surveyors, Princeton, N. J., Scale 1" = 80', Jan. 1961."

According to survey and description by Edward B. Van Note, Civil Engineer, Princeton, N. J., January, 1961.

TRACT II - BEGINNING at a monument in the northwesterly line of State Highway Route 206 thirty-three (33) feet in width, said monument being the southeasterly corner to property of George F. Hackl, Jr., et ux and running thence along last mentioned lands the following two (2) courses: (1) North thirty-nine degrees thirty-six minutes forty seconds West ($N 39^{\circ}36'40'' W$) one hundred two and forty-nine hundredths (102.49) feet to an iron pipe; thence (2) South sixty-nine degrees thirty minutes West ($S 69^{\circ}30' W$) three hundred sixty-six and eighty-six hundredths (366.86) feet to an iron pipe in the easterly line of Bayard Lane fifty (50) feet in width; thence (3) along said line of Bayard Lane North twenty-one degrees fifty-three minutes thirty seconds West ($N 21^{\circ}53'30'' W$) fifty and two hundredths (50.02) feet to an iron pin; thence (4) along the northerly line of Mountain Avenue fifty (50) feet in width South sixty-nine degrees thirty minutes West ($S 69^{\circ}30' W$) eighteen and forty-five hundredths (18.45) feet to a point, corner to property of Elizabeth Grant Clark; thence (5) along the easterly line of last mentioned lands North twenty

degrees twenty-nine minutes West (N 29°29' W) five hundred twenty-eight and seventy-five hundredths (528.75) feet to a point, passing through a monument thirty-one and fifty hundredths (31.50) feet from the end point of this course; thence (5) along the southerly line of lands of Esther C. Harrop North seventy-six degrees forty-six minutes East (N 76°46' E) one thousand four hundred ninety-nine and seventy-six hundredths (1419.76) feet to an iron pipe; thence (7) along last mentioned lands and lands of Princeton Township North seventy-five degrees twenty-four minutes forty seconds East (N 75°24'40" E) four hundred fifty-one and thirteen hundredths (451.13) feet to an iron pin in the northwesterly line of State Highway Route 205, thence along said line of said road the following four (4) courses: (8) along a curve bearing to the right with a radius of one thousand four hundred sixteen and no hundredths (1416.00) feet, a distance of two hundred twenty-eight and ninety-nine hundredths (228.99) feet, the chord of said curve bearing South forty-six degrees fifty-four minutes six seconds West (S 46°54'06" W) two hundred twenty-eight and seventy-four hundredths (228.74) feet to a point of compound curve; thence (9) along a curve bearing to the right with a radius of nine hundred ninety-six and fifty-one hundredths (996.51) feet a distance of eighty and seventy-seven hundredths (80.77) feet, the chord of said curve bearing South fifty-three degrees fifty-three minutes one second West (S 53°53'01" W) eighty and seventy-five hundredths (80.75) feet to a point of tangency; thence (10) South fifty-six degrees twelve minutes twenty seconds West (S 56°12'20" W) eight hundred forty-one and fifty-five hundredths (841.55) feet to a point of curve; thence (11) along a curve bearing to the left with a radius of nine hundred fifty-three and eighty-one hundredths (953.81) feet a distance of three hundred sixty-one and thirty-four hundredths (361.34) feet, the chord of said curve bearing South forty-five degrees twenty-one minutes ten seconds West (S 45°21'10" W) three hundred fifty-nine and eighteen hundredths (359.18) feet to the point and place of Beginning, containing 15.122 Acres.

Subject to a twenty (20) feet wide, straight Sewer Right of Way the westerly line of which crosses course No. 4 five (5) feet easterly from the end point of this course, and course No. 6 twenty (20) feet easterly from the beginning of this course.

As shown on a plan entitled "Plan of Property of Princeton Community Parks Foundation to be conveyed to Township of Princeton, Princeton Twp., Mercer Co., N. J., Surveyed and Drawn by Van Note-Harvey Associates, Civil Engineers and Land Surveyors, Princeton, N. J., Scale 1" = 80', Jan. 1961."

According to survey and description by Edward B. Van Note, Civil Engineer, Princeton, N. J., January 1961.

Being the same lands and premises conveyed by Princeton Community Parks Foundation, a corporation of the State of New Jersey, and Agnes Pyno Coks and Henry C. Coks, Jr., husband and wife, to The Township Of Princeton, by deed dated February 8, 1961 and recorded in the Mercer County Clerk's Office March 22, 1961 in Deed Book 1571, page 36etc.

excepting therefrom and thereout

All that certain lot, tract or parcel of land and premises, situate, lying and being in the Township of Princeton, County of Mercer and State of New Jersey, and being more particularly described as follows, to wit:

BEGINNING at a concrete monument in the westerly line of Witherspoon Street sixty-six (66) feet in width, said monument being the northeasterly corner to lands of John F. McCarthy and running thence; (1) along the northerly line of last mentioned lands South seventy-five degrees forty-four minutes thirty seconds West ($S 75^{\circ}44'30'' W$) six hundred twenty-eight and forty-seven hundredths (628.47) feet to a concrete monument in the easterly line of lands of the Township of Princeton; thence along last mentioned lands the following two (2) courses: (2) North eleven degrees seven minutes fifty seconds West ($N 11^{\circ}07'50'' W$) five hundred and no hundredths (509.00) feet to a concrete monument; thence (3) North seventy-five degrees fifty minutes ten seconds East ($N 75^{\circ}50'10'' E$) six hundred forty-three and thirty-one hundredths (643.31) feet to a concrete monument in the westerly line of Witherspoon Street; thence (4) along said line of said street South nine degrees twenty-five minutes thirty seconds East ($S 9^{\circ}25'30'' E$) five hundred and no hundredths (500.00) feet to the point and place of Beginning.

As shown on a plan entitled: "Topographical Plan of Property of Board of Education, Township of Princeton, Princeton Twp., Mercer Co., N. J., Surveyed and Drawn by Van Note-Harvey Associates, Civil Engineers and Land Surveyors, Princeton, N. J., Scale 1" = 40', February, 1961, Revised March, 1961."

According to a description by Van Note-Harvey Assoc., Civil Engineers and Land Surveyors, Princeton, N. J., March, 1961.

Being the same lands and premises conveyed to the Board of Education of the Township of Princeton, in the County of Mercer by the Township of Princeton, in the County of Mercer by deed dated May 2nd, 1961 and recorded in the Mercer County Clerk's Office May 10, 1961 in Deed Book 1576, page 267.

SCHEDULE B

Community Park North

All those certain lots, tracts or parcels of lands and premises, situate, lying and being in the Township of Princeton, County of Mercer and State of New Jersey, more particularly described as fol

TRACT I - BEGINNING at a monument in the southeasterly line of Sta Highway Route 206, said monument being the northwesterly corner to lands of Michele Leiggi and running thence along said line of said road the following seven (7) courses: (1) along a curve bearing to the right with a radius of four hundred eight and sixty-eight hundredths (408.68) feet a distance of one hundred sixty-seven and ninety-four hundredths (167.94) feet, the chord of said curve bearing North six degrees fifty-nine minutes thirty seconds East (N 6°59'30") one hundred sixty-six and six tenths (166.6) feet to an iron pin; thence (2) North seventy-one degrees fourteen minutes ten seconds West (N 71°14'10" W) sixteen and five tenths (16.5) feet to a point; thence (3) North eighteen degrees forty-five minutes fifty seconds East (N 18°45'50" E) one hundred ninety-seven and four tenths (197.4) feet to a point of curve; thence (4) along a curve bearing to the right with a radius of nine hundred thirty-eight and eighty-seven hundred (938.87) feet a distance of two hundred fifty-seven and eighty-six hundredths (257.86) feet the chord of said curve bearing North twenty six degrees thirty-seven minutes fifty-five seconds East (N 26°37'55") two hundred fifty-seven and five hundredths (257.05) feet to a point of compound curve; thence (5) along a curve bearing to the right with a radius of nine hundred twenty and eighty-one hundredths (920.81) feet a distance of three hundred forty-eight and eighty-three hundred (348.03) feet, the chord of said curve bearing North forty-five degrees twenty-one minutes ten seconds East (N 45°21'10" E) three hundred forty-six and seventy-five hundredths (346.75) feet to a point of tangency; thence (6) North fifty-six degrees twelve minutes twenty seconds East (N 56°12'20" E) eight hundred forty-one and fifty five hundredths (841.55) feet to a point of curve; thence (7) along a curve bearing to the left with a radius of one thousand twenty-nine and fifty-one hundredths (1029.51) feet a distance of eighty-three and forty-four hundredths (83.44) feet, the chord of said curve bearing North fifty-three degrees fifty-three minutes one second East (N 53°53'01" E) eighty-three and forty-two hundredths (83.42) feet to an iron pin at the corner of property of Inhabitants of the Township of Princeton; thence (8) along the southerly line of last mentioned lands North seventy-five degrees twenty-four minutes forty seconds East (N 75°24'40" E) four hundred ninety-nine and twenty-four hundre

(499.24) feet to an iron pin in the westerly line of Witherspoon Street sixty-six (66) feet in width passing through a monument, forty-four (44) feet from the beginning of this course; thence along said line Witherspoon Street the following four (4) courses: (9) South six degrees twenty minutes thirty seconds West ($S 6^{\circ}20'30'' W$) five and forty-seven hundredths (5.47) feet to an iron pin; thence (10) South eight degrees twenty minutes thirty seconds East ($S 8^{\circ}20'30'' E$) one hundred sixteen and sixty-one hundredths (116.61) feet to an iron pin; thence (11) South eight degrees fifty-five minutes East ($S 8^{\circ}55' E$) one hundred forty-five and forty-one hundredths (145.41) feet to an iron pin; thence (12) South nine degrees twenty-five minutes thirty seconds East ($S 9^{\circ}25'30'' E$) six hundred eighty-five and thirty-eight hundredths (685.38) feet to a monument, corner to property of John F. McCarthy; thence along last mentioned lands the following two (2) courses: (13) South seven degrees forty-four minutes forty seconds West ($S 7^{\circ}44'40'' W$) six hundred twenty-eight and forty-seven hundredths (628.47) feet to an iron pin; thence (14) South eleven degrees seven minutes fifty seconds East ($S 11^{\circ}07'50'' E$) sixty and six hundredths (60.06) feet to an iron pipe; thence (15) along the northerly line of property of C. R. Smith Construction Inc. and property of John F. McCarthy South seventy-five degrees forty-four minutes forty seconds West ($S 75^{\circ}44'40'' W$) five hundred sixty-two and three hundredths (562.03) feet to an iron pipe; thence (16) along last mentioned lands South seventy-five degrees five minutes forty seconds West ($S 75^{\circ}56'40'' W$) four hundred twenty-two and eight tenths (422.8) feet to an iron pipe; thence (17) still along last mentioned lands and lands of Michele Leiggi along a curve bearing to the left with a radius of five thousand seven hundred fifty-four and sixty-five hundredths (5754.65) feet a distance of two hundred ninety and seventy-one hundredths (290.71) feet, the chord of said curve bearing South seventy-four degrees twenty-seven minutes thirty seconds West ($S 74^{\circ}27'30'' W$) two hundred ninety and thirty-one hundredths (290.31) feet to the point and place of Beginning, containing 33.093 Acres.

Subject to a ten (10) feet wide storm Drain R.O.W. the northerly line of which is parallel to course No. 15 and ten (10) feet northerly measured at right angles therefrom.

As shown on a plan entitled "Plan of Property of Princeton Community Parks Foundation to be conveyed to Township of Princeton, Princeton Township, Mercer Co., N.J., Surveyed and Drawn by Van Note-Harvey Associates, Civil Engineers and Land Surveyors, Princeton, N.J., Scale 1" = 80', Jan. 1961."

According to survey and description by Edward B. Van Note, Civil Engineer, Princeton, N.J., January, 1961.

TRACT II - BEGINNING at a monument in the northwesterly line of State Highway Route 206 thirty-three (33) feet in width, said monument being the southeasterly corner to property of George F. Hackl, Jr., et ux and running thence along last mentioned lands the following two (2) courses: (1) North thirty-nine degrees thirty-six minutes forty seconds West ($N 39^{\circ}36'40'' W$) one hundred two and forty-nine hundredths (102.49) feet to an iron pipe; thence (2) South sixty-nine degrees thirty minutes West ($S 69^{\circ}30' W$) three hundred sixty-six and eighty-six hundredths (366.86) feet to an iron pipe in the easterly line of Bayard Lane fifty (50) feet in width; thence (3) along said line of Bayard Lane North twenty-one degrees fifty-three minutes thirty seconds West ($N 21^{\circ}53'30'' W$) fifty and two hundredths (50.02) feet to an iron pin; thence along the northerly line of Mountain Avenue fifty (50) feet in width South sixty-nine degrees thirty minutes West ($S 69^{\circ}30' W$) eighteen and forty-five hundredths (18.45) feet to a point, corner to property of Elizabeth Grant Clark; thence (5) along the easterly line of last mentioned Lands North twenty degrees twenty-nine minutes West ($N 20^{\circ}29' W$) five hundred twenty-eight and seventy-five hundredths (528.75) feet to a point, passing through a monument thirty-one and fifty hundredths (31.50) feet from the end point of this course; thence (6) along the southerly line of lands of Esther C. Harrop North seventy degrees forty-six minutes East ($N 76^{\circ}46' E$) one thousand four hundred nineteen and seventy-six hundredths (1419.76) feet to an iron pipe; thence (7) along last mentioned lands and lands of Princeton Township North seventy-five degrees twenty-four minutes forty seconds East ($N 75^{\circ}24'40'' E$) four hundred fifty-one and thirteen hundredths (451.13) feet to an iron pin in the northwesterly line of State Highway Route 206, thence along said line of said road the following four (4) courses: (1) along a curve bearing to the right with a radius of one thousand four hundred sixteen and no hundredths (1416.00) feet, a distance of two hundred twenty-eight and ninety-nine hundredths (228.99) feet, the chord of said curve bearing South forty-six degrees fifty-four minutes six seconds West ($S 46^{\circ}54'06'' W$) two hundred twenty-eight and seventy-four

hundredths (228.74) feet to a point of compound curve; thence (9) along a curve bearing to the right with a radius of nine hundred ninety-six and fifty-one hundredths (996.51) feet a distance of eighty and seventy-seven hundredths (80.77) feet, the chord of said curve bearing South fifty-three degrees fifty-three minutes one second West ($S 53^{\circ}53'01'' W$) eighty and seventy-five hundredths (80.75) feet to a point of tangency; thence (10) South fifty-six degrees twelve minutes twenty seconds West ($S 56^{\circ}12'20'' W$) eight hundred forty-one and fifty-five hundredths (841.55) feet to a point of curve; thence (11) along a curve bearing to the left with a radius of nine hundred fifty-three and eighty-one hundredths (953.81) feet a distance of three hundred sixty-one and thirty-four hundredths (361.34) feet, the chord of said curve bearing South forty-five degrees twenty-one minutes ten seconds West ($S 45^{\circ}21'10'' W$) three hundred fifty-nine and eighteen hundredths (359.18) feet to the point and place of Beginning, containing 15.122 Acres.

Subject to a twenty (20) feet wide, straight Sewer Right of Way the westerly line of which crosses course No. 4 five (5) feet easterly from the end point of this course, and course No. 6 twenty (20) feet easterly from the beginning of this course.

As shown on a plan entitled "Plan of Property of Princeton Community Parks Foundation to be conveyed to Township of Princeton, Princeton Twp., Mercer Co., N.J., Surveyed and Drawn by Van Note-Harvey Associates, Civil Engineers and Land Surveyors, Princeton, N.J., Scale 1" = 80', Jan. 1961."

According to survey and description by Edward B. Van Note, Civil Engineer, Princeton, N.J., January, 1961.

Being the same lands and premises conveyed by Agnes Pyne McLean and John R. McLean, her husband, to Princeton Community Parks Foundation, a corporation of the State of New Jersey, by deed dated August 4, 1941 and recorded August 15, 1941 in the Mercer County Clerk's office in Book 820 of Deeds, pages 525 etc.

The said Agnes Pyne Coke, who was formerly Agnes Pyne McLean and is the same person mentioned in the aforesaid deed, joins in this conveyance to release and extinguish any and all right, title and interest she may or could have in the premises and the conditions and restrictions appurtenant thereto; and the said Henry C. Coke, Jr. joins herein solely to release and extinguish any and all right, title and interest he may or could have in the premises as husband of said Agnes Pyne Coke.