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WITNESSETH:

WHEREAS, the Town and Board each own adjoining properties on Margaret Avenue, in the Town of Nutley, County of Essex and State of New Jersey, which they desire to improve and equip as athletic fields, playgrounds and recreation areas for their joint use and mutual benefit; and

WHEREAS, a municipality and its school district are authorized, under the provisions of N. J. S. A. 18:5-46, to jointly acquire, improve, equip, operate and maintain playgrounds and playfields, and appropriate the necessary moneys therefor;

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. The Town does hereby agree that the following described lands and premises, now owned by it, shall be used, improved, equipped and operated as an athletic field, playground, and recreation area, jointly with the Board:

BEGINNING at a point in the northerly line of Wilson Street distant 816.89' northwesterly from the corner formed by the intersection of the said northerly line of Wilson Street with the westerly line of Bloomfield Avenue; thence (1) northeasterly 432.16' to the present dead end of Frank Street, thence (2) northwesterly along this said dead end line 20.00' to the westerly line of Frank Street, thence (3) northeasterly along this said westerly line of Frank Street 88.69' to the southerly line of Margaret Avenue; thence (4) northwesterly along this said southerly line of Margaret Avenue 210.00' to the dividing line of lot 15 and lot 16 in block 17 on the Assessment Maps of the Town of Nutley; thence (5) southwesterly along this dividing line 92.75' to the rear line of lots fronting on Margaret Avenue; thence (6) northwesterly along this said rear line 196.00' to the dividing line of lot 29 and lot 30 in block 17 on

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said maps; thence (7) northeasterly along this dividing line 96.54' to the southerly line of Margaret Avenue; thence (8) northwesterly along this said southerly line 28.00' to the dividing line of lot 31 and lot 32 in block 17 on said maps; thence (9) southwesterly along this said dividing line 97.09' to the rear line of lots fronting on Margaret Avenue; thence (10) northwesterly 16.12' more or less, to the easterly Public Service Right-of-Way line; thence (11) southwesterly along this Right-of-Way line 446.32' to the northerly line of Wilson Street; thence (12) southeasterly along this said southerly line of Wilson Street 459.26' to the point and place of BEGINNING.

BEING further known and described as lot 2 in block 15; lot 2 in block 16; lot 1-15 in block 17 and lots 30 and 31 in block 17 on the Assessment Maps of the Town of Nutley.

2. The Board does hereby agree that the following described lands and premises, now owned by it, shall be improved, equipped, operated and maintained as an athletic field, playground, and recreation area, jointly with the Town:

BEGINNING at a point in the northerly line of Wilson Street distant 816.99' northwesterly from the corner formed by the intersection of the said northerly line of Wilson Street with the westerly line of Bloomfield Avenue; thence (1) northeasterly 432.16' to the present dead end of Frank Street; thence (2) southeasterly along this said dead end line 20.00' to the easterly line of Frank Street; thence (3) northeasterly along this said easterly line of Frank Street 87.92' to the southerly line of Margaret Avenue; thence (4) southeasterly along this said southerly line of Margaret Avenue 496.80'

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to the dividing line of lot 20 and lot 21 in Block 19 on the Assessment Maps of the Town of Nutley; thence (5) southwesterly along this dividing line 78.33' to the rear line of lots fronting on Margaret Avenue; thence (6) southeasterly along this said rear line 21.80' more or less, to the dividing line of lot 77 and lot 78 in block 18 on the said maps; thence (7) southwesterly along this said dividing line 281.55' more or less, to the rear line of lots fronting on Wilson Street; thence (8) southeasterly along this said rear line 50.00' to the dividing line of lot 24 and lot 25 in block 18 on said maps; thence (9) southwesterly along this said dividing line 125.00' to the northerly line of Wilson Street; thence (10) northwesterly along this said northerly line of Wilson Street 591.65' to the point of BEGINNING.

BEING further known and described as lots 1, 20, 21, 22, 23, 24, 47, 48, 49, 55, 76, 77 in block 18 and lots 21-56 inclusive in block 19 on the Assessment Maps of the Town of Nutley (including also the vacated part of Romano Street).

3. The Town does hereby agree to improve, equip, operate and maintain both of the foregoing described lands and premises as an athletic field, playground and recreation area, and to erect thereon such buildings and structures necessary and appropriate for said purposes, provided, however, that all improvements, equipment and structures to be erected on the lands and premises shall first be approved in writing by the Board.

4. The Town agrees to authorize an appropriation to an amount not in excess of \$120,000.00 for the improvement, equipping, and construction of buildings and structures on the within described lands and premises, to convert the same into athletic fields, playgrounds and recreational areas.

5. The Board agrees to reimburse the Town for one-

half of the total cost of the project up to but not exceeding the sum of \$60,000.00, and in addition to reimburse the Town for one-half of any interest charges incurred by the Town in financing said project. In the event the costs of the project exceeds the sum of \$120,000.00 and both the Town and the Board agree to the additional cost, then the Board agrees to pay one-half of the new total cost. The Board agrees to pay such costs to the Town in either three annual installments, in equal amounts as far as practicable, or in ten annual installments, the first three of which shall not be less than \$10,000.00 each, and the remaining installments as nearly equal as practicable, beginning December 1, 1966. The Board further agrees that the \$10,000.00 already expended by it for the improvements of the premises shall be credited to its account at the end of the annual installments rather than against the first annual installment; and thus would be deducted from the Board's last payment to the Town. The Town shall notify the Board on or before December 1, 1966 whether it desires to be reimbursed over a three year or a ten year period, to permit the Board to make necessary budgetary provisions.

6. The Town agrees to make prompt application to the United States Government, through the appropriate department or agency of the State of New Jersey for contribution of Federal funds in the maximum amount allowable under existing laws and regulations, to aid in financing the cost of improving and equipping said lands and premises for athletic and recreational purposes. The Town agrees to credit all such Federal Aid received to the cost of the project, provided, however, that the Town shall not be liable if it is unable, for any reason, to apply for or receive the Federal funds aforementioned.

7. The Town, during the term of this agreement, agrees to pay all reasonable and necessary operating costs, and to keep and maintain the grounds and buildings in good condition and repair. The

Town and Board shall jointly prepare an annual estimate of operating and maintenance costs before the Board completes its budget, and the Board agrees to appropriate annually one-half of such estimate and to pay to the Town one-half of such operating and maintenance costs up to but not in excess of the amount appropriated. The Board shall not be obligated to pay any such costs in excess of the estimate unless it has first approved such expenditures, but upon approval it shall pay to the Town one-half share of the amount thereof.

8. Scheduling for the use of the facilities shall be the responsibility of the Department of Parks & Public Property but the Board of Education shall be given preference in order to properly schedule interscholastic events and practices.

9a. This agreement shall remain in full force and effect until December 31, 1991, and from year to year thereafter, provided, however, that either party shall have the right to terminate this agreement as of December 31st of any year, on or after 1991, by giving the other party at least one year's written notice of its intent to terminate the same.

9b. In the event legal voters of the school district should authorize construction of a school on lots of the Board covered by this agreement, prior to December 31, 1991, the said lands shall thereafter be withdrawn from use under this agreement, provided, however, that if the Town has obtained public funds for the purposes of this project under contractual agreement with the United States Government and/or the State of New Jersey as provided in Paragraph 6 hereof, then such lands may be withdrawn only with the prior written consent of the Secretary of the Interior of the United States and the Commissioner of the Department of Conservation and Economic Development of the State of New Jersey, or the public officials then authorized to furnish such consents. Upon withdrawal of said lands, the Board shall be relieved of all its share of the operating and maintenance costs for all calendar years thereafter, beginning with the calendar year immediately

succeeding such withdrawal, and the only obligation of the Board hereunder shall be payment of its share of the bonds as they mature, and interest thereon as provided in Paragraph 5 hereof, and upon payment of said bonds and interest thereon, this agreement shall terminate.

10. Upon termination of this agreement for any cause, each party shall be the true and lawful owner of all improvements, equipment and structures located on their respective properties as of the termination date, free and clear of any and all claims and demands of the other.

11. It is hereby agreed that any matter arising hereunder which cannot be mutually agreed to between the Town and the Board shall be settled by reference to the Nutley Town Attorney and counsel for the Board of Education, with power for such persons to appoint an umpire in case of their disagreement, and the decision of any two of said persons shall be binding to both the Town and the Board.

IN WITNESS WHEREOF, this agreement has been signed, sealed and delivered the day and year first above written.

TOWN OF NUTLEY

BY _____
Mayor

Attest:

BOARD OF EDUCATION OF THE
TOWN OF NUTLEY

BY _____
President

Attest:
