

THIS AGREEMENT, made this _____ day of _____ Nineteen
 Hundred and Eighty, between the Town of Nutley, a municipal corporation
 located in the County of Essex and State of New Jersey, hereinafter referred
 to as the "Town", and the Board of Education of the Town of Nutley, a
 school district comprising the Town of Nutley, in the County of Essex and
 State of New Jersey, hereinafter referred to as the "Board."

WITNESSETH:

WHEREAS, a certain agreement was entered into on the 16th day of
 August, 1966, between the parties hereto; and

WHEREAS, said agreement was subsequently amended by a certain agree-
 ment dated November 25th, 1969, between the parties hereto; and

WHEREAS, the Town has made application for a grant under the New
 Jersey Green Acres and Recreation Opportunity Act which would provide
 in part for the improvement of the facilities of the DeMuro Park field-
 house; and

WHEREAS, a requirement of said funding is that if "DeMuro Park is not
 owned by the Town, a 25-year irrevocable lease must be entered into"; and

WHEREAS, said agreements aforementioned dated August 16, 1966, and
 November 25, 1969, provided for the joint improvement, equipment, operation,
 and maintenance of playgrounds and playfield for the subject premises
 pursuant to N.J.S.A. 18:5-46 (now N.J.S.A. 18A:20-22); and

WHEREAS, said subject agreement of November 25, 1969, under paragraph 4
 provided that the agreements would remain in "...full force and effect until
 December 31, 1989..."

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

1. Paragraph 4 of the agreement of November 25, 1969, is hereby amended
 to read as follows:

This agreement shall remain in full force and effect until
 December 31, 2005, and from year to year thereafter, pro-
 vided, however, that either party shall have the right to
 terminate this agreement as of December 31st of any year;
 on or after 2005, by giving the other party at least one year's
 written notice of the intent to terminate the same.

2. In the event that Green Acres Program funding shall not be forthcoming
 as anticipated, then this agreement shall become null and void.

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

TOWN OF NUTLEY

By: _____
 Harry W. Chenoweth, Mayor

ATTEST:

 Eunice P. Drake, Town Clerk

BOARD OF EDUCATION OF THE
 TOWN OF NUTLEY

By: _____
 President

ATTEST:

 Arnold Ramsland

3/31/80