

## AGREEMENT

This agreement is entered into this 23rd day of February, 1999 by and between the Board of Recreation Commissioners, County of Hunterdon, a body politic of the County of Hunterdon and State of New Jersey, having its principal office at 1020 Highway 31, Lebanon, New Jersey (hereinafter referred to as "Board") and the Township of Union, a body politic of the State of New Jersey, having its principal office at 140 Perryville Road, Hampton, New Jersey (hereinafter referred to as "Township").

1. Board and Township are this date entering a contract to acquire the lands, premises and improvements owned by Guaranteed Land Improvement Co. known and designated as Block 19, Lot 12 on sheets 6 & 8 of the official tax map of the Township of Union, County of Hunterdon and State of New Jersey consisting of approximately Three Hundred Thirty-two (332 ±) acres and as generally depicted on the tax map attached hereto as Schedule A (hereinafter referred to as the "Property").

2. Board and Township are purchasing the Property as tenants in common with an divided two-third ( $\frac{2}{3}$ ) interest in favor of the County of Hunterdon and one-third ( $\frac{1}{3}$ ) interest in favor of the Township. The parties agree that the Property is being purchased for the passive and active recreation use by the people of the County of Hunterdon and the Township of Union. The nature of the passive and active recreation uses to be conducted on the Property shall be in harmony with the intent and purposes of the provisions of the Township of Union master plan which pertain to the Property, as amended from time to time by the Township.

3. Throughout the ownership of the Property by Board and Township the parties shall share in all costs, expenses and obligations with respect to the Property in the same ratio to their respective percentage of ownership (the Board having a two-third ( $\frac{2}{3}$ ) interest and the Township one third ( $\frac{1}{3}$ ). However, all buildings located on the Property at the time of the closing of title with Seller shall be maintained by of the Township, which shall exclusively be responsible for the cost of maintenance of same, and which shall enjoy all rents and profits derived therefrom. It is anticipated that any such buildings will be excluded from any applications made concerning the Property to the State of New Jersey Green Acres Program during the ownership of the Property by the parties hereto. The cost of the upkeep of the Property excluding the buildings shall be the responsibility of the County of Hunterdon, which shall also enjoy all rents and profits therefrom.

4. Neither the Board nor the Township may devise, sell or grant any interest in the subject property with out the consent of the other party.

5. Neither the Board nor the Township may encumber the Property in any fashion without the consent of the other party.

6. Board and Township to contribute to the purchase price and closing costs associated with acquiring the Property in the same ratio as their interest in the property (Board two thirds ( $\frac{2}{3}$ s) and Township one-third ( $\frac{1}{3}$ ). Should either party fail to, or be unable to, meet its obligations with respect to the purchase price or the closing costs (including but not limited to expenses related to surveying, due diligence inspections and title costs) the performing party may proceed with the contract to acquire the Property in its own name and interest.

7. The parties agree to coordinate the tasks of closing title on the Property as follows:

- (1) Township agrees to engage the Union Township municipal engineer to produce a location survey, certified to the parties hereto, (to be prepared to the standards of the State of New Jersey Green Acres Program) and a metes and bounds description to be utilized in the conveyance of the Property.
- (2) Board shall secure a Phase I environmental assessment of the Property.
- (3) Board's legal counsel shall coordinate the mechanics of the closing including the ordering of the necessary title work with Township's legal counsel.

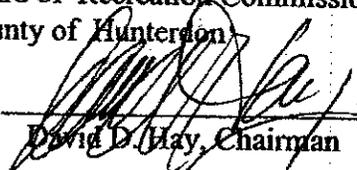
8. This agreement shall be binding upon the parties hereto and their successors in right title and interest. Further, a copy of this agreement shall be recorded with the deed of conveyance from the Seller.

IN WITNESS WHEREOF we set our hands to this instrument on the date first written above and agree to be bound to the terms thereof.

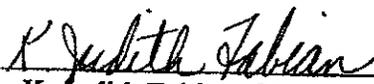
Attested:

By:   
Pam Thier, Sec./Dir

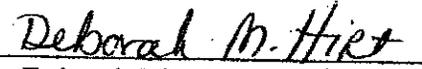
Board of Recreation Commissioners,  
County of Hunterdon

By:   
David D. Hay, Chairman

Attested:

By:   
K. Judith Fabian, Clerk  
Township of Union

Township of Union

By:   
Deborah Hirt, Mayor

## OWNERSHIP AND MAINTENANCE AGREEMENT

THIS AGREEMENT is made this 11<sup>th</sup> day of December, 2001, by and between:

The County of Hunterdon, a body politic and corporate of the State of New Jersey, having its principal offices at Building #1, Route 12 Complex, Flemington, New Jersey 08822 (referred to in this Agreement as "County")

and

The Township of Union, a municipal corporation and body politic of the State of New Jersey, having its principal office at 140 Perryville Road, Hampton, New Jersey (Referred to in this Agreement as "Township").

### WHEREAS:

The Board of Recreation Commissioners, Hunterdon County ("Board"), and Township entered into an Agreement dated February 23, 1999 ("Original Agreement") for the acquisition of lands, premises and improvements known and designated as Block 19, Lot 12 in the Township of Union, County of Hunterdon and State of New Jersey (the "Property").

The Original Agreement provided that the Board would provide two-thirds of the acquisition price and the Township would provide one-third, and that ownership of the Property would be as tenants in common with an undivided two-thirds interest in favor of the Board and a one-third interest in favor of the Township.

The Original Agreement further provided that the Township would be responsible for maintenance of all buildings and that the County of Hunterdon would be responsible for the

maintenance and upkeep of the balance of the Property.

The Property has been purchased in accordance with the Original Agreement. The County provided funding for the Board's two-thirds share and in accordance with N.J.S.A. 40:12-4 is vested with two-thirds ownership in the Property. The Township has a one-third ownership interest. Subsequent to the acquisition, the Board was dissolved by the County and all Board operations were absorbed by the County. The County operates the Property with the exception of the existing buildings and related improvements which are the responsibility of the Township.

The parties anticipate that the Property will become subject to a State of New Jersey Green Acres Project Agreement as a result of Green Acres providing funding to the Township to help offset its cost of the acquisition of the Property. The County also anticipates receiving general funding from Green Acres to help offset the County's cost of the acquisition of the Property.

As a result of the funding, the Property will be subject to Green Acres rules and regulations. The parties acknowledge their obligation to comply with the Green Acres rules and regulations and have incorporated provisions in this Agreement to address those requirements.

The parties have prepared this Agreement to more definitively memorialize their mutual obligations under the Original Agreement with respect to their ownership and maintenance of the Property.

**NOW, THEREFORE,** in consideration of the mutual promises, covenants and conditions contained in the Original Agreement, in this Agreement, and the facts recited above, the parties agree to perform and be responsible to each other as follows:

1. The Township shall maintain all existing buildings and related physical improvements on the Property. This includes but is not limited to the dwelling houses, barns, wells, septic systems,

and existing water distribution system(s) related to the existing buildings. The Township shall be responsible for all costs attributable to its maintenance responsibilities.

2. The County shall be responsible for the maintenance of the balance of the Property with the exclusion of the buildings and improvements referred to in Paragraph 1, and any existing water distribution system(s), whether or not related to the existing buildings. The County shall be responsible for all costs attributable to its maintenance responsibilities, including costs of maintaining any improvements constructed by the County.

3. The existing buildings and an area consisting of approximately two (2) acres located around the buildings situated on the southwest portion of the Property ("Exception Area") will not be subject to Green Acres rules and regulations. The buildings referred to in this paragraph include the main dwelling and buildings numbered one, two, three, four and six as referenced on the survey map prepared by RCBA and in an appraisal report prepared by Jo-Ann Boehm, dated October 29, 1998.

4. The Township shall be permitted to lease the existing buildings located within the Exception Area and enjoy all rents and profits derived therefrom. All leases shall be in writing and shall require the tenant(s) to indemnify and hold harmless the Township and the County and also require the tenant(s) to maintain and provide proof of liability insurance which names the Township and the County as additional insureds. The Township shall provide the County with copies of all leases.

5. The Township shall not grant, in connection with any leases entered into under Paragraph 4, exclusive access or use of the Exception Area, except for such use or exclusive access as may be customary for the use and occupancy of such building(s) and its/their surrounding

curtilage.

6. Unless otherwise agreed to by the County and Township in writing, any building destroyed, lost or substantially damaged, by any cause, shall not be reconstructed unless it is to be used solely for recreation or conservation purposes or is reconstructed within the footprint of, and does not exceed the height and square footage of, the building as it existed at the time of the execution of this Agreement.

7. Any building reconstruction by the Township, regardless of the actual or intended use, shall be subject to prior approval of the County and Green Acres. The Township agrees to comply with, and absorb the cost of compliance with, all Green Acres rules and regulations affecting the Township's use, including leasing, of the buildings and improvements on the Property.

8. The Township's use of the land contained within the Exception Area shall be limited to the provision of necessary services (i.e., well, septic systems, etc.) to the existing buildings and is subject to the conditions that such use does not interfere with the general public's use and enjoyment of the Property and that any disturbed areas are restored to a condition equal to or better than the condition which existed at the time of the execution of this Agreement.

9. Whenever the Township or County has work performed on the Property by an independent contractor, the independent contractor shall be required to indemnify and hold harmless the Township and the County in connection with any claims resulting from, caused by or arising out of the work performed by the contractor. The contractor shall furnish proof of General Liability, Workers' Compensation, Automobile Liability and any other applicable insurance policies which shall name the Township and the County as additional insureds.

10. Prior to undertaking any improvements or modifications to the Property, excepting

actions taken to abate emergency conditions, the party planning or initiating the work shall first notify the other party to this Agreement in writing and obtain written approval for the work which approval shall not be unreasonably withheld. Any party which takes action to abate an emergency condition shall notify the other party of such action as soon as practicably possible by the most expedient means available. Written notice of intent to undertake improvements or modifications shall be sent to the following representatives:

a) Notice to the Township shall be sent to the Clerk, Township of Union, 140 Perryville Road, Hampton, New Jersey 08827; and

b) Notice to the County shall be sent to the County Administrator, Route 12 Complex, P.O. Box 2900, Flemington, New Jersey 08822;

11. The Township shall maintain liability insurance in connection with its use of the Property, including its use of all buildings and associated physical improvements on the Property. The Township, at its option, may obtain property damage insurance on the buildings. The County shall be named as additional insured on the Township's insurance policy. The County shall provide general liability insurance which covers the Property generally. The County shall not be required to provide property insurance other than coverage for its own equipment (such as tractors, vehicles, etc.) being stored or used on the Property. The County shall have no obligation to repair or replace any existing buildings or improvements in the event of a loss unless such loss is a result of the County's negligence. Each party to this Agreement on behalf of itself and its insurance carriers waives the right of subrogation against the other party to this Agreement.

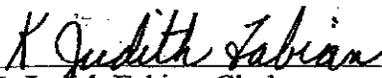
12. Each party to this Agreement agrees to indemnify and hold harmless the other party to this Agreement for damages, losses and claims arising out of the indemnifying party's use of the

Property.

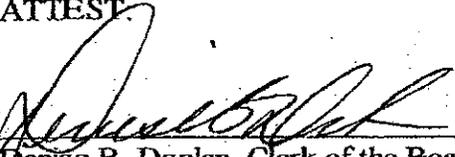
13. In the event any term or condition of this Agreement is inconsistent with a term or condition of the Original Agreement, the term or condition contained in this Agreement shall prevail.

14. The parties have read and understand this Agreement fully. The adoption of this Agreement has been authorized by resolutions of the Township and the County adopted at public meetings. It is signed and sealed in accordance with New Jersey law by the duly authorized officers of each of the parties.

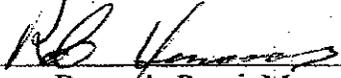
ATTEST:

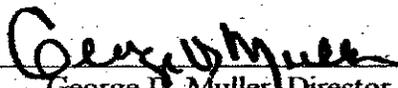
  
K. Judith Fabian, Clerk

ATTEST:

  
Denise B. Doolan, Clerk of the Board  
5072  
12/11/01

Township of Union

  
By: Bruce A. Rossi, Mayor  
Rob Haynes  
County of Hunterdon

  
By: George D. Muller, Director