

**TOWNSHIP OF CRANBURY**  
**COUNTY OF MIDDLESEX, STATE OF NEW JERSEY**

**ORDINANCE NO. 11-09-19**

**AN ORDINANCE OF THE TOWNSHIP OF CRANBURY, IN MIDDLESEX COUNTY, NEW JERSEY, AUTHORIZING THE TOWNSHIP TO ENTER INTO A LEASE AGREEMENT WITH THE CRANBURY HISTORICAL AND PRESERVATION SOCIETY LOCATED ON BARN PARK (CRANBURY NECK ROAD / BLOCK 21, LOT 4.11)**

WHEREAS, the Township of Cranbury (“Township”) is a municipal corporation of the State of New Jersey, having its principal offices located at 23A North Main Street, Cranbury, New Jersey 08512 (“Township”); and

WHEREAS, the Township is the owner of a .978± acre parcel located on Cranbury Neck Road and designated as Block 21, Lot 4.11 on the Cranbury Township Tax Map (“Barn Park”); and

WHEREAS, Barn Park is unfunded parkland as said term is defined in the regulations promulgated by the New Jersey Department of Environmental Protection, Green Acres Program, N.J.A.C. 7:36-1 *et seq.* (“Green Acres regulations”) and is, therefore, subject to the terms and restrictions of said regulations and the requirements of the State Historic Preservation Office; and

WHEREAS, there are two historic agricultural buildings presently existing on Barn Park referred to as the wagon house and the corncrib; and

WHEREAS, on August 19, 2005, the Township entered into a contract (“Contract”) with the New Jersey Barn Company for the purchase of the Updike Parsonage Barn (“Barn” or “Parsonage Barn”), formerly known as the “Howarth” Barn, in order to preserve this pre-revolutionary, hand-hewn, white oak structure, which is believed to be one of the earliest barns constructed in the Township; and

WHEREAS, the Contract provided for the dismantling and storage of the Barn by the New Jersey Barn Company, and, at a later date, the repair and reconstruction of its frame; and

WHEREAS, the Township desires to have this important piece of its history re-erected in Barn Park and renovated for the use and enjoyment of the public with the assistance of the Cranbury Historical and Preservation Society (“CHPS”); and

WHEREAS, CHPS, having an address of P.O. Box 77, Cranbury, New Jersey 08512 is a non-profit organization with tax-exempt status pursuant to State and Federal law that is committed to the furthering of interest and knowledge in the Township’s history, the promotion, support and encouragement of the beautification of the land and buildings located in the Township, and the restoration and preservation of the Township’s historic buildings and sites; and

WHEREAS, CHPS desires to assist the Township in the re-erection, repair and restoration of the Parsonage Barn (“Project”) and to that end has offered to financially support the Project and undertake the supervision of the work necessary to complete the Project; and

WHEREAS, on November 9, 2009, the Township adopted Resolution No. 11-09-135, which authorized the execution of a Temporary Right of Entry Agreement to provide CHPS access to Barn Park for the purposes of completing the Project; and

WHEREAS, upon the completion of the Project, CHPS wishes to lease the Parsonage Barn from the Township and the Township wishes to lease the Parsonage Barn to CHPS for a public purpose, to wit: historic preservation, recreational and conservation purposes, and such other purposes as are consistent with CHPS’ charter and the Green Acres regulations, including but not limited to an agricultural museum and/or a community activity center; and

WHEREAS, the Green Acres regulations allow municipalities to enter into leases or use agreements that support or promote the use of unfunded parkland for recreation and conservation purposes without the prior approval of Green Acres, provided the agreement complies with the conditions and limitations set forth at N.J.A.C. 7:36-25.13; and

WHEREAS, N.J.S.A. 40A:12-14 permits a municipal corporation to lease to a non-profit organization for a public purpose real property that is owned, but not then needed, by said municipal corporation; and

WHEREAS, one such public purpose is the promotion of the health, safety, morals and general welfare of the community and the preservation and promotion of the Township's rich historical past; and

WHEREAS, the Township Committee finds that the activities CHPS engages in, and for which it will be using the Barn, promote the health, safety, morals and general welfare of Cranbury's residents; and

WHEREAS, the Township Committee also finds that the proposed repair of the Barn will benefit the public; and

WHEREAS, at this time, the Township does not have a municipal need for the Parsonage Barn; and

WHEREAS, the parties agree that this Lease Agreement shall encompass the Parsonage Barn and its building footprint.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Cranbury, Middlesex County, New Jersey, as follows:

1. The factual recitals contained in the foregoing preamble are incorporated herein as if fully restated.

2. Pursuant to N.J.S.A. 40A:12-14 and N.J.A.C. 7:36-25.13, the Township Committee of the Township of Cranbury, Middlesex County, New Jersey, does hereby authorize the Township of Cranbury (“Township”) to enter into a lease agreement with the Cranbury Historical and Preservation Society (“CHPS”) for the use and occupancy of the Updike Parsonage Barn (“Barn” or “Parsonage Barn”), to be re-erected and located on Township-owned property known as “Barn Park,” situated on Cranbury Neck Road and designated on the Cranbury Township Tax Map as Block 21, Lot 4.11, for the public purposes of historic preservation, recreational and conservation purposes, and such other purposes as are consistent with the above-referenced statute and regulations. Said lease agreement shall be subject to the following essential terms:

- a. Pursuant to N.J.A.C. 7:36-25.13(b)(4) and (5), the initial term of the Lease Agreement shall be twenty-four years and ten months, which shall commence upon the completion of the Project and which may be renewed twice; and
- b. Pursuant to N.J.S.A. 40:12-14(c), CHPS shall submit to the Township Administrator, no later than December 31<sup>st</sup> of each calendar year during which the Agreement is in effect, a written report setting forth: (1) the uses to which the leasehold was put during that year; (2) the activities CHPS undertook in furtherance of the public purpose for which the leasehold was granted; (3) the approximate value or cost, if any, of such activities; and (4) an affirmation of its continued tax-exempt status pursuant to both State and Federal law; and

- c. The consideration due to the Township for the Lease Agreement shall be One Dollar (\$1.00); and
- d. CHPS shall maintain adequate insurance coverage naming the Township and the Department of Environmental Protection, Green Acres Program as an additional insureds and shall agree to indemnify, defend and hold the Township harmless; and
- e. The terms of the Lease Agreement shall be subject to the approval of New Jersey Department of Environmental Protection, Green Acres Program, as set forth N.J.A.C. 7:36-25.13.

3. Pursuant to the requirements of N.J.S.A. 40A:12-14, the Township Administrator is hereby designated as the authorized representative of the Township, responsible for enforcing the terms and conditions of the Lease Agreement.

4. The Mayor and Township Clerk are hereby authorized and directed to sign on behalf of the Township the above-referenced Lease Agreement, a copy of which is on file in the Township Clerk's Office, or such other substantially similar agreement, the terms and form of which shall have been reviewed and approved by the Township Attorney in consultation with the Township Administrator.

5. The Mayor, Township Administrator, Township Clerk, Township Engineer, Township Attorney, and other appropriate officers, employees and professionals, are hereby authorized and directed to prepare and execute any and all documents regarding the lease and undertake any and all acts necessary to accomplish the purposes hereof.

6. This Ordinance will take effect upon final adoption and publication, as provided for by law.

The ordinance published herewith was introduced and passed upon first reading at a meeting of the Township Committee of the Township of Cranbury, in the County of Middlesex, State of New Jersey, held on November 9, 2009. It will be further considered for final passage, after public herein thereon, at a meeting of the Township Committee to be held in the meeting room of Town Hall, 23-A North Main Street, in the Township of Cranbury on November 23, 2009 at 7:00 p.m., and during the week prior and up to and including the date of such meeting, copies of said ordinance will be made available at the Clerk's Office to the members of the general public who shall request the same.

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Kathleen R. Cunningham, RMC  
Township Clerk