

ADOPT - A- PARK AGREEMENT

THIS AGREEMENT, entered into on this ____ day of _____, 2026 by and between the MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as “PRINCETON”) and the FRIENDS OF HERRONTOWN WOODS (hereinafter referred to as “FOHW”), PO Box 1325, Princeton, NJ 08542 United States.

WITNESSETH:

WHEREAS, PRINCETON is responsible for the management and maintenance of municipally-owned parkland known as Herrontown Woods, located at Herrontown Road and Snowden Lane and designated on the Princeton tax maps as Block 2901, Lots 1, 2 and 3 and Block 3001, Lots 1.09 and 7 (“Herrontown Woods”); and

WHEREAS, FOHW is a non-profit corporation of the State of New Jersey that since 2013 has maintained and improved various trails in Herrontown Woods, while also spearheading the addition of 7.5 acres to Herrontown Woods at Windy Top; and

WHEREAS, FOHW has received three awards for its stewardship of Herrontown Woods: a 2013 Sustainable Princeton Leadership Award, an Award of Recognition from Mayor and Council in 2020, and a Bowman’s Hill Land Ethics Award in 2023; and

WHEREAS, FOHW has volunteered to “adopt” Herrontown Woods (excluding the Veblen House and Veblen Cottage, as more particularly described in the Herrontown Woods Management and Use Agreement attached hereto as Exhibit A), as permitted by the “Adopt-a-Park Law”, N.J.S.A., 40:12-20 *et seq.*; and

WHEREAS, PRINCETON appreciates groups and organizations who volunteer their time and efforts to improve and maintain the parklands located within the municipality; and

WHEREAS, PRINCETON and FOHW wish to enter into this Agreement to reflect their mutual understandings with regard to having FOHW “adopt” Herrontown Woods; and

WHEREAS, FOHW has demonstrated to PRINCETON that it is amply capable of maintaining, operating and improving Herrontown Woods according to the terms of this Agreement; and

WHEREAS, the execution of this Agreement has been duly authorized by formal action of the Princeton Mayor & Council and the Board of Trustees of the Friends of Herrontown Woods, as evidenced by the resolutions or meeting minutes attached hereto as Exhibits C and D;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, PRINCETON and FOHW agree as follows:

1. Pursuant to the authority set forth at N.J.S.A. 40:12-22, PRINCETON agrees to have FOHW “adopt” Herrontown Woods, the Veblen House and Veblen Cottage, as more particularly described and depicted in the Herrontown Woods Management and Use Agreement (“MUA”) attached hereto as Exhibit A and made a part hereof.

2. FOHW and PRINCETON agree to follow all the guidelines and assume all responsibilities laid out in the MUA. The MUA may from time to time be revised by mutual approval of FOHW and PRINCETON’s Department of Recreation and Department of Infrastructure and Operations.

3. The term of this Agreement shall be for ten years, and may be renewed thereafter on the same terms or such other terms as may be mutually agreeable between PRINCETON and FOHW. Pursuant to N.J.S.A. 40:12-22, PRINCETON may terminate this Agreement at any time without prior notice to FOHW for any reason, including, but not limited to, failure of FOHW to

comply with any terms or conditions of this Agreement. FOHW may terminate this Agreement upon at least six months' written notice to PRINCETON.

4. In accordance with the requirements of N.J.S.A. 40:12-26b(1), FOHW and each employee, agent, contractor, member or volunteer of FOHW assisting in the maintenance, operation or improvement of Herrontown Woods pursuant to this Agreement shall sign a waiver releasing PRINCETON, its agents, servants and employees from and against any civil liability for any injury or damages (except those arising from criminal, willful, wanton or grossly negligent conduct) that may be sustained by FOHW, or any employee, agent, contractor, member or volunteer thereof, during the course, or as a result of, any activities whatsoever conducted at Herrontown Woods pursuant to the terms of this Agreement. Said waiver shall be in the form attached hereto as Exhibit B or such other form as shall have been reviewed and approved by PRINCETON's Municipal Attorney, and may be submitted on an annual basis.

5. In accordance with the requirements of N.J.S.A. 40:12-26b(3), FOHW shall obtain and retain general liability insurance in an amount sufficient for the purposes set forth in paragraph 4 above. FOHW shall provide a certificate of liability insurance to PRINCETON evidencing such coverage and naming PRINCETON, including its employees and agents, as an additional insured.

6. Pursuant to N.J.S.A. 40:12-27, FOHW, its employees, agents, contractors, members, and volunteers shall not be considered to be "public employees" or "state employees" for the purposes of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 *et seq.*, or otherwise be accorded any of the protections set forth therein, while performing any improvements, projects, maintenance, clean-up or repair activities or any other work at Herrontown Woods.

7. FOHW shall comply with all applicable federal, State and local requirements, including, but not limited to, PRINCETON's rules and regulations for parks and recreation areas

(currently codified in Chapter T16 of Princeton's Code), the rules and regulations promulgated by the New Jersey Department of Environmental Protection, Green Acres Program (N.J.A.C. 7:36-1 *et seq.*), and the Adopt-a-Park law, N.J.S.A. 40:12-20 *et seq.*

8. FOHW shall not enter into any third-party use or access agreements for Herrontown Woods without PRINCETON's prior written consent.

9. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper corporate officers and their corporate seals to be hereunto affixed and attested the day and year first written above.

ATTEST:

MUNICIPALITY OF PRINCETON

Dawn M. Mount, Municipal Clerk

By: _____
Hon. Mark Freda, Mayor

WITNESS:

FRIENDS OF HERRONTOWN WOODS

By: _____
Stephen Hiltner, President

EXHIBIT A

[Management and Use Agreement]

EXHIBIT B

[volunteer waiver form]

EXHIBIT C

[M&C resolution approving agreement]

EXHIBIT D

[FOHW Board of Trustees resolution (or minutes) approving agreement]