

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (“Agreement”) is made this 27th day of January, 2026, between the **ROTARY CLUB OF THE PRINCETON CORRIDOR**, with an address of P.O. Box 7161, Princeton New Jersey 08543-7161 (hereinafter referred to as the “Rotary Club”) and **THE MUNICIPALITY OF PRINCETON**, a Municipal Corporation of the State of New Jersey, having its principal offices located at 400 Witherspoon Street, Princeton, New Jersey 08540 (hereinafter referred to as “Princeton”);

WITNESSETH

WHEREAS, the Rotary Club, a charitable organization serving Princeton and surrounding communities, operates in coordination with the Princeton Corridor Rotary Foundation, a 501(c)(3) non-profit organization; and

WHEREAS, the Princeton Corridor Rotary Foundation administers the charitable funds which are raised by the Rotary Club through their fund-raising activities; and

WHEREAS, the Rotary Club along with the Princeton Corridor Rotary Foundation have for many years graciously supported a wide range of local organizations, community issues and initiatives in and around Princeton; and

WHEREAS, the Rotary Club has traditionally installed and maintained signage in certain areas of the right of way adjacent to roadways under the jurisdiction of Princeton (the “Encroachment”); and

WHEREAS, Princeton is responsible for maintaining and upkeep of the right of way adjacent to roadways under Princeton’s jurisdiction and control (“Princeton Right of Way”); and

WHEREAS, the Rotary Club has requested Princeton’s permission to continue to install and maintain signage in the Encroachment; and

WHEREAS, the primary objective of this signage is to let members of the community know that “Rotary International” has a “club in town” and to provide information as to when and where the Rotary Club meets (“Permitted Signs”); and

WHEREAS, the Rotary Club meetings are open to its members as well as visiting Rotarians and guests, and the Rotary Club is always soliciting and accepting new membership to assist it in furthering its charitable purposes in support of Princeton and the surrounding communities; and

WHEREAS, Princeton seeks to continue to support the activities and mission of the Rotary Club by executing this Encroachment Agreement.

NOW, THEREFORE, for and in consideration of the sum of one dollar, the receipt and adequacy of which is acknowledged, Princeton does hereby grant and convey to the Rotary Club

the right to encroach upon the Princeton Right of Way according to the following terms and conditions:

1. Subject to the conditions set forth in this Agreement, Princeton hereby grants its permission to the Rotary Club to install, use and maintain Permitted Signs in the Encroachment in accordance with the Rotary Club's November 19, 2025 written request to Princeton, a copy of which is attached hereto as Exhibit A. The Rotary Club shall work with Princeton to finalize the precise locations of each of the Permitted Signs, which locations shall be identified and attached hereto as Exhibit B following their installation. This permission is given on the express understanding and condition, and Rotary Club hereby acknowledges, that the use, operation, and maintenance of the Encroachment is a permissive use which is revocable by Princeton on any of the terms and conditions set forth below. The permission granted herein does not apply to or extend to any rights of way adjacent to streets or roadways that may be maintained and/or under the jurisdiction of a different entity such as the State of New Jersey or the County of Mercer.

2. The Rotary Club agrees to install and maintain the Permitted Signs in the Encroachment in a safe and proper manner at all times and hereby acknowledges that the use, operation, and maintenance of the Encroachment will never become the basis of a prescriptive right, easement or title to any portion of the Princeton Right of Way or any interest in the Princeton Right of Way and will never be or deemed to be a reduction, termination, or modification of any kind of the Princeton Right of Way or any portion thereof or any interest or right therein.

3. The Permitted Signs shall be maintained in good repair at all times.

4. The Rotary Club further acknowledges that the use, operation, and maintenance of the Encroachment located in the Princeton Right of Way will be enjoyed as a permissive right only.

5. At the Rotary Club's sole expense, the Rotary Club agrees to remove some or all of the Permitted Signs in the Encroachment in any of the following events:

- a. Princeton determines that one or more signs in the Encroachment, or the Encroachment itself, interferes with or endangers the proper operation, safety or maintenance of the Princeton Right of Way or adjacent roadways.
- b. Princeton finds it necessary to discontinue the Encroachment in order to maintain or utilize the Princeton Right of Way or other municipal property for other purposes.
- c. Princeton finds it necessary to install, operate, and maintain alternative municipal signage or equipment in the Princeton Right of Way that is subject to the Encroachment.
- d. Princeton determines, in its sole discretion, that it is in the best interest of Princeton to discontinue the Encroachment.

e. Princeton determines that the Rotary Club is in violation of any of the terms of this Agreement.

6. In the event the Rotary Club fails to remove any signage or discontinue use of the Encroachment in the event any of the eventualities of the foregoing paragraph occur and within the time period requested in writing by Princeton, Princeton may enter the Encroachment and effect the removal of the Permitted Signage or other personal property owned by the Rotary Club without Princeton incurring any liability whatsoever to the Rotary Club; and in such event, the Rotary Club will be liable to Princeton for any and all reasonable costs incurred by the Princeton in connection with the removal and restoration and will reimburse Princeton for such costs upon demand of Princeton.

7. The Rotary Club will not do or permit to be done any of the following acts in the Princeton Right of Way or any portion thereof: (a) expand or add to the Encroachment or (b) construct or erect any other signs or other equipment or materials in the Encroachment other than the Permitted Signs.

8. The Rotary Club hereby agrees to indemnify, defend and hold harmless Princeton and its officials, employees and agents from and against all liability, loss, cost, damage, and expenses (including, but not being limited to, attorneys' fees, court costs, and expenses or litigation) arising out of or in any manner connected with the Rotary Club's installation, use, operation, maintenance or removal of signage in the Encroachment, use of the Encroachment or use of the Princeton Right of Way under this Agreement.

9. This Agreement and the covenants and conditions contained in this Agreement will be binding on and inure to the benefit of each of the Parties hereto and their respective heirs, assigns, employees, servants, representatives, and successors in title.

10. Enforcement of the covenants and condition contained in this Agreement will be by any proceeding at law or in equity. The remedies given to Princeton here are distinct, cumulative remedies; and the exercise of any one remedy will not bar Princeton from exercising any or all of its other remedies under this Agreement or under the easement or any other right or remedy which Princeton has either at law or in equity.

11. This Agreement and exhibits attached to this Agreement constitute the full and complete agreement among Princeton and the Rotary Club with respect to all matters contained herein; and evidence of any prior or contemporaneous oral agreement or understanding will be inadmissible to take from, add to, or alter the terms of this Agreement. There is no consideration for this Agreement other than the consideration expressed here.

12. This Agreement may not be modified, rescinded, terminated, or amended, in whole or in part, except by written consent of the Parties.

ATTEST

Dawn M. Mount, Municipal Clerk

THE MUNICIPALITY OF PRINCETON

Mayor Mark Freda

ATTEST:

**ROTARY CLUB OF THE PRINCETON
CORRIDOR**