

First Presbyterian Church of the City of Trenton

Central Methodist Episcopal Church of the City of Trenton

First Baptist Church of the City of Trenton

To

Burgess and Town Council of the Borough of Morrisville

Morrisville Boro-Burgess & Town Council

Whereas, the Borough of Morrisville is desirous of developing a park for recreational purposes for the use of residents of the Borough of Morrisville, to be known as "Williamson Park", and whereas, the place most desirable for such a park in the vicinity of the said Borough of Morrisville is that tract of land lying in the Delaware River known as "the Island", and whereas a portion of the said island can be purchased by the said Borough of Morrisville, and whereas, in order to develop such a park it would be necessary for certain land owned by the trustees of the First Presbyterian Church of the City of Trenton, county of Mercer and State of New Jersey, the Central Methodist Episcopal Church of the City, County, and State of aforesaid, and the First Baptist Church of the City, County and State of aforesaid, and held in trust by them for park purposes to be annexed to and form a part of the said land adjacent to the remaining portions of "the Island", and whereas, the said land so held by the three aforesaid churches has been deeded to them under deed dated September 1, 1885, and recorded in the office for the recording of deeds in and for Bucks County, at Doylestown, Pennsylvania, in D.B. #223, page 138, which said deed was conveyed under the following terms in trust:

"In trust to the party of the second part, shall be held by them and their successors forever, unincumbered that is to say they shall have no power to mortgage nor otherwise incumber the said tract of land they shall hold the same in trust as a park for the use of the several churches and Sabbath schools of the City of Trenton, the Borough of Chambersburg and Morrisville, Pennsylvania and the township of Millham and such other churches and purposes as their judgement may approve for the moral and religious improvement of the people (positively no gathering to be allowed on the said lands that introduce or countenance the sale or use of intoxicating drinks). The three churches above named as trustees, shall have full power to establish a government for the governing of said park and tract of land by appointing a committee of three, one member from each church, who shall make rules and by-laws and by the government and govern during their term of office as a committee. In case any of the churches named shall neglect to appoint a representative in the government in said park or tract of land, but that part of the committee properly qualified to act shall constitute the government and continue to govern said park and tract of land until such vacancies are filled," and

Whereas, the purpose of the aforesaid trust can be best realized by leasing the aforesaid land to the Borough of Morrisville to be a part of the park development of "the Island".

Now therefore, witnesseth, this agreement made by this second day of May, A.D. 1939, by and between A. Dayton Oliphant, trustee named by the First Presbyterian Church of the City of Trenton,

County of Mercer and State of New Jersey; John W. Lee, trustee named by the Central Methodist Episcopal Church of the City of Trenton, County of Mercer and State of New Jersey; and J. Roscoe Howell, trustee named by the First Baptist Church of the City of Trenton, County of Mercer and State of New Jersey, trustees elected according to the provisions of a certain deed of trust made by Andrew K. Rowan and Edna Vasant, by deed dated September 1st ., 1885, and recorded in the office of the recorder of deeds in and for Bucks County, at Doylestown, Pennsylvania, in d.b. #223 page 138, hereinafter called the lessors, and

The Burgess and town council of the Borough of Morrisville, a municipal corporation organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, and located in the County of Bucks, hereinafter called the lessee,

Witnesseth that the lessors doth hereby demise and lease unto the lessee, and lessee agrees to take over

All that certain park and tract of land lying and being in the Borough of Morrisville, County of Bucks and State of Pennsylvania, bounded and described as follows:

Beginning at a stone for a corner on the high ground corner to other lands of Andrew K. Rowan and Edna Vasant and runs thence north 18 west, 141 feet to a stone on the high ground, thence north 9½ east, 644 feet to a stone on the high ground, thence north 29½ east to low water mark in the river Delaware, thence by low water mark down the said river Delaware 2506 feet more or less to lot of land belonging to the Delaware Bridge Company, thence by land of the Delaware Bridge Company south 69 ½ west, 450 feet to a stone in the easterly line of 70 foot avenue called Park Avenue, thence up the river Delaware bounded by the easterly line of Park Avenue 1206 feet to a stone for a corner at the end of Park Avenue, thence south 69 ½ west by other lands of the said Andrew K. Rowan and the said Edna Vasant and crossing over several stones 593 feet to a stone for a corner on the high ground the place of beginning.

Containing 20 acres of land more or less.

Being the same premises which Andrew K. Rowan and Edna Vasant, by deed dated September 1st ., 1885, and recorded in the office of the recorder of deeds in and for Bucks County, at Doylestown, Pennsylvania, in d.b. #223 page 138, deed dated September 1, 1885, in the office for the recording of deeds in and for Bucks County, in deed book #223, page 138, which said deed was conveyed under the trustees of the Central Methodist Episcopal Church, First Presbyterian Church and First Baptist Church of Trenton New Jersey, "In trust to the party of the second part, shall be held by them and their successors forever, unencumbered that is to say they shall have no power to mortgage nor otherwise encumber the said tract of land they shall hold the same in trust as a park for the use of the several churches and Sabbath schools of the City of Trenton, the Borough of Chambersburg and Morrisville, Pennsylvania and the township of Millham and such other churches and purposes as their judgement may approve for the moral and religious improvement of the people (positively no gathering to be allowed on the said lands that introduce or countenance the sale or use of intoxicating drinks). The three churches above named as trustees, shall have full power to establish a government for the governing of said park and tract of

land by appointing a committee of three, one member from each church, who shall make rules and by-laws and by the government and govern during their term of office as a committee. In case any of the churches named shall neglect to appoint a representative in the government in said park or tract of land, but that part of the committee properly qualified to act shall constitute the government and continue to govern said park and tract of land until such vacancies are filled,”

For the term of ninety-nine (99) years from March 1, 1939, at the rental of one dollar (\$1.00) per year, and other valuable considerations during the full term of the aforesaid lease.

It is hereby understood and agreed by the parties hereto that the lessee shall manage and control the aforesaid leased premises in conjunction with other adjacent premises, and that the same will be known as “Williamson Park” which said park shall be open for recreational purposes to the inhabitants of the Borough of Morrisville and for the persons and uses mentioned in the aforesaid terms of trust

It is hereby understood and agreed that the lessee shall not commit any waste on the the aforesaid leased premises. It being understood, however, that the removal of dead or decayed trees or portions of trees shall not be considered as waste, and it is further agreed between the parties hereto that the lessee is to have the privilege of removing any other trees on the aforesaid leased premises whether the same be dead or alive in the beautifying or improving of the aforesaid park but it is further agreed by the lessee that when trees are removed in the beautifying or improving of the said park, that young shade or nut trees of equal number shall be planted or set out and cared for by the aforesaid

It is further understood and agreed that the lessee may at its own expense erect and maintain such pavilions and stands for the seating of users of the park as shall be necessary for the protection and comfort of the users thereof, and may erect and maintain grand stands, bleachers and such appliances for amusement and exercise as may be desired for a community recreational center; it being understood and agreed, however, that buildings and appliances erected by the lessee during the continuance of this lease may be removed at the termination of the same.

And it is further understood that a bridge or bridges connecting the main-land may be constructed and maintained by the lessee over the arm of the Delaware River commonly designated as “the creek”.

It is understood and agreed by the parties hereto that the lessee shall lease the tract or premises aforementioned subject to the terms of the trust under which the lessors took title and any violation of the same by the lessee or its agents shall entitle the lessors, at their unanimous option, to consider this lease as terminated upon giving written notice to the lessee of such decision.

The lessee shall not assign this lease or any rights hereunder without the written consent of the lessors being first had and obtained.

The lessee hereby assumes all responsibility for the condition of the premises hereby leased during the term of this lease and will the lessors free, clear and harmless for any damage or injury inflicted upon or sustained by any persons in any lawful manner present upon said premises.

It is further understood and agreed, that this agreement shall bind the successors and assigns of the parties hereto as fully and effectively as if they were in every instance herein named .

In witness whereof, the respective parties have here unto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of :

A. Dayton Oliphant-

Edna Levenson

A. Dayton Oliphant (I.s.) trustee First Presbyterian Church of the City of Trenton

John N. Lee (I.s.) trustee Central Methodist Episcopal Church of the City of Trenton

J. Roscoe Howell, (I.s.) trustee First Baptist Church of the City of Trenton

The Burgess and town council of the Borough of Morrisville W. Burgess, Jr. Burgess

Paul R. Nicholas, Pres. of Town Council

Attest: W. H. Howell, Secretary

(Corporate Seal)

Notary documentation was placed here. If interested refer to original document.