

March

AGREEMENT made this *19* day of ~~February~~, 1949, between THE EASTON CEMETERY, a Pennsylvania corporation of Easton, Pennsylvania, hereinafter called the Cemetery, and JEWISH CENTER OF NORTHWEST JERSEY, of Yeoman Avenue, Washington, New Jersey, hereinafter called the Jewish Center.

W I T N E S S E T H:

That the Cemetery and the Jewish Center, for the considerations hereinafter set forth, covenant and agree as follows:

1. The Cemetery, in consideration of the sum of Two Thousand (\$2,000.00) Dollars to it paid by the Jewish Center upon the execution of this Agreement, agrees therefor to reserve, exclusively for sale to members of or other persons approved by the Jewish Center, the tract located in the Easton Cemetery at Easton, Pennsylvania, and designated as Section "J" on the grounds of the Cemetery, containing 50 feet in front on the west side of a private road in said cemetery and extending that width in depth westwardly 100 feet along the north side of another private road in said Cemetery.

2. It is hereby understood and agreed that the aforementioned consideration of Two Thousand (\$2,000.00) Dollars paid to the Cemetery shall, upon the execution of this Agreement, become the absolute property of the Cemetery as constituting the Cemetery's charge for maintaining said tract until the plots therein are sold to members of the Jewish Center, or such other persons as may be authorized by the Jewish Center to acquire property therein, at the then regularly maintained prices fixed therefor by the Cemetery as its current prevailing prices, and subject to the regular required donation certificate deposits for the care and maintenance of said plots. Pending the sale of plots, the Cemetery agrees to continue to maintain said property in its usual and customary manner.

3. As soon as fifty per cent of the lands reserved pursuant to Paragraph 1 above have been sold to members of and to any other

of Yeoman Avenue, Washington, New Jersey, hereinafter called the Jewish Center.

W I T N E S S E T H:

That the Cemetery and the Jewish Center, for the considerations hereinafter set forth, covenant and agree as follows:

1. The Cemetery, in consideration of the sum of Two Thousand (\$2,000.00) Dollars to it paid by the Jewish Center upon the execution of this Agreement, agrees therefor to reserve, exclusively for sale to members of or other persons approved by the Jewish Center, the tract located in the Easton Cemetery at Easton, Pennsylvania, and designated as Section "J" on the grounds of the Cemetery, containing 50 feet in front on the west side of a private road in said cemetery and extending that width in depth westwardly 100 feet along the north side of another private road in said Cemetery.

2. It is hereby understood and agreed that the aforementioned consideration of Two Thousand (\$2,000.00) Dollars paid to the Cemetery shall, upon the execution of this Agreement, become the absolute property of the Cemetery as constituting the Cemetery's charge for maintaining said tract until the plots therein are sold to members of the Jewish Center, or such other persons as may be authorized by the Jewish Center to acquire property therein, at the then regularly maintained prices fixed therefor by the Cemetery as its current prevailing prices, and subject to the regular required donation certificate deposits for the care and maintenance of said plots. Pending the sale of plots, the Cemetery agrees to continue to maintain said property in its usual and customary manner.

3. As soon as fifty per cent of the lands reserved pursuant to Paragraph 1 above have been sold to members of and to any other

persons authorized by the Jewish Center, the Cemetery will, without the payment of an additional consideration, reserve an additional tract 50 feet by 50 feet lying directly west of and contiguous to the lands reserved in Paragraph 1 above upon the same terms and conditions with respect to ~~resale~~ as are set forth in this agreement. It is understood that, if the Jewish Center desires any further lands reserved, the location and size of said lands will be the subject of negotiation and agreement between the parties hereto and an additional consideration will have to be paid therefor.

4. The Jewish Center will, simultaneously with the execution of this agreement, cause 4 plots in the lands reserved pursuant to Paragraph 1 hereof to be purchased from the Cemetery at a total cost of One Thousand (\$1,000.00) Dollars, which amount shall include the regular required donation certificate deposits for the care and maintenance of said plots.

5. The agreement shall be binding upon the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed the day and year first above written.

THE EASTON CEMETERY

ATTEST:

Alice Perich
Secretary

BY: Samuel W. Kevin
President

JEWISH CENTER OF NORTHWEST JERSEY

ATTEST:

Ray G. Gorman
Secretary

BY: Joel Zemel