

MAINTENANCE AND MANAGEMENT AGREEMENT

THIS AGREEMENT is made _____, 2008, by and between:

THE TOWNSHIP OF MENDHAM, a municipal corporation of the State of New Jersey, with its principal office located at 2 West Main Street, Brookside, New Jersey 07926 (Referred to in this Agreement as "**MENDHAM**"); and

SCHIFF NATURAL LANDS TRUST, INC., a nonprofit corporation of the State of New Jersey, with its principal office located at 339 Pleasant Valley Road, Mendham, New Jersey 07931 (Referred to in this agreement as "**SCHIFF**"); and

THE NEW JERSEY WATER SUPPLY AUTHORITY, with its principal office located at 1851 Route 31 North, P.O. Box 5196, Clinton, New Jersey, 08809 (Referred to in this Agreement as "**AUTHORITY**"); and

COLLECTIVELY HEREINAFTER REFERRED TO AS THE "PARTIES"

WHEREAS, THE TRUST FOR PUBLIC LAND, d/b/a TPL-NEW JERSEY, a nonprofit public benefit corporation of the State of California authorized to conduct business in the State of New Jersey, with its principal New Jersey office located at 20 Community Place, 2nd Floor, Morristown, New Jersey 07960 (Referred to in this agreement as "**TPL-NEW JERSEY**"), holds an option to purchase certain lands designated as Block 100, Lot 17.02 on the official tax map of Mendham Township, Morris County (the "Property"). The Property, which is currently owned by THE SISTERS OF ST. JOHN THE BAPTIST, INC., a non-profit corporation of the State of New Jersey (Referred to in this agreement as "**CURRENT OWNER**"), contains natural and water resources of recognized value; and

WHEREAS, TPL-NEW JERSEY has entered into and an "Agreement with Respect to Funding and Assignment of Interests" with the **PARTIES** regarding the financing of the purchase of the Property by several entities including, but not limited to, the **PARTIES**, and the transfer of fee title in and to the Property to the **PARTIES**, as tenants-in-common; and

WHEREAS, **MENDHAM** has agreed to accept management responsibilities for the Property; and

WHEREAS, the **PARTIES**; are interested in preserving the Property and are committed to preserving the natural and other recreational features of the Property; and

WHEREAS, the **PARTIES** wish to formalize their relationship and set forth the rights and obligations of each party concerning the operation, management, monitoring and maintenance of the Property,

The **PARTIES** have prepared this Agreement to more definitively memorialize their mutual obligations with regard to the ownership and maintenance of the Property.

NOW, THEREFORE in consideration of the mutual promises, covenants and conditions contained in this agreement:

1. MANAGEMENT OF PROPERTY.

Management of the property shall be performed by **MENDHAM** in accordance with this agreement. In addition to the delegation of the ordinary property management duties contemplated in this agreement, **AUTHORITY** and **SCHIFF** hereby delegate to **MENDHAM** the authority to execute on behalf of **AUTHORITY** and **SCHIFF**, as co-tenants of the Property, the temporary license agreements referred to in Section 4 of this agreement and any other management-related license or contract, provided that, in each and every such case, both **AUTHORITY** and **SCHIFF** shall have been provided the opportunity to review and approve such license or contract.

2. USE OF PROPERTY.

The use of the Property shall be consistent with the terms of this Agreement. All uses of, and all activities which take place on, the Property shall be consistent with the State of New Jersey Green Acres Program rules and regulations as contained in N.J.A.C. 7:36-20 et seq.; and as applicable: N.J.S.A. 13:8B-1 et seq.; N.J.A.C. 7:22 and N.J.S.A. 58:10A-1 et seq. N.J.S.A. 58:12A-1 et seq., and N.J.S.A. 40:12-15.1; L. 1997, c. 24. as may be amended and supplemented.

Recreation and conservation purposes are permitted uses of the property and mean the use of lands for beaches, biological or ecological study, boating, camping, fishing, forests, greenways, hunting, natural areas, parks, playgrounds, protecting historic properties, water reserves, watershed protection, wildlife preserves, active sports, or a similar use for either public outdoor recreation or conservation of natural resources, or both, pursuant to the Green Acres laws. Passive recreation activities shall include, but not be limited to, activities such as birding, hiking, picnicking, photography, nature walks, environmental education and fishing. Permitted uses also include meadow, wildlife, woodland and watershed management. **MENDHAM** shall be permitted to make such improvements and construct such, or utilize existing, structures that are appropriate to support such activities as determined by **MENDHAM** in its sole discretion, subject to applicable Environmental Infrastructure Financing Program and any other deed restrictions.

All recreational field management, forest and woodlands management, wildlife & habitat enhancement and water quality management shall be conducted in accordance with the best management practices recommended in Exhibit A attached hereto entitled "Property Management Plan" subject to application of EIFP rules and regulations for that portion of the Property encumbered by the New Jersey Environmental Infrastructure Financing Program Deed of Conservation Restriction.

3. USE OF ENVIRONMENTAL INFRASTRUCTURE FINANCING PROGRAM AREA (EIFP AREA).

A portion of the Property consisting of approximately 11.168 acres +/- will be subject to the rules and regulations of the New Jersey Environmental Infrastructure Financing Program (EIFP) as a result of a portion of the **AUTHORITY'S** funding for the acquisition being provided by NJDEP. It is understood by the **PARTIES** that specific portions of the property will be encumbered with a permanent deed of conservation restriction held by the New Jersey Department of Environmental Protection pursuant to N.J.A.C. 7:22. Notwithstanding any terms to the contrary contained in this Agreement, all uses and activities which take place within the EIFP Area shall be limited to those permitted by, and shall be governed by, applicable EIFP rules and regulations.

4. RESERVED RIGHTS.

Any contrary provision contained in this Agreement notwithstanding, the **PARTIES** reserve the right to construct, maintain, repair and replace a single entrance drive and related parking area on and over a portion of the Property, for the purpose of providing public access to the Active Recreation Area from Carriage Hill Drive and/or Hunters Glen, each a public way, and for the purpose of facilitating management of the Subject Property by the **PARTIES**, as more specifically provided in that certain Deed of Conservation Restriction granted from the **PARTIES** to the State of New Jersey Green Acres Program.

The **PARTIES** acknowledge that the **CURRENT OWNER** has reserved for itself and/or its employee(s) the following temporary rights and/or has the following obligations with respect to the Property: (a) Right to occupy the a residence on the Property for a period of up to 60 days following acquisition of the Property by the **PARTIES**, pursuant to the terms of a temporary license agreement, the form of which has been reviewed by the **PARTIES**, (b) To the extent applicable, the right to conduct soccer clinics on the Active Recreation Area portion of the Property until June 30, 2008, pursuant to the terms of a temporary license agreement, which shall be in a form acceptable to the **PARTIES**, and (c) Disinterment and removal from the Property of burial plots located on the Property by not later than January 1, 2010, pursuant to the terms of a temporary license agreement, which license agreement shall not require the **CURRENT OWNER** to pay any consideration to the **PARTIES** in exchange for the license but shall include customary provisions regarding access to the Property and provisions pursuant to which the **CURRENT OWNER** shall agree to comply with applicable laws, to indemnify, hold harmless and defend the **PARTIES** and their respective officers, employees, agents and invitees with respect to claims and damages caused by the **CURRENT OWNER'S** activities at the Property and to provide evidence of adequate liability and casualty insurance.

5. SIGNAGE.

The parties agree to consult with each other to determine the nature of the signage to be placed upon the Property. Signage informing the public that the Property has been preserved, and

identifying the parties involved in the acquisition shall be allowed. At a minimum, the signage shall identify the owners and managers of the Property. *

6. HAZARDOUS SUBSTANCES.

The parties agree that they shall not generate, store, use or dispose on the Property any hazardous materials, including, without limitation, any materials which are toxic, explosive, corrosive, flammable, or otherwise hazardous to health.

7. WORK BY INDEPENDENT CONTRACTORS.

Whenever any party has any work performed on the Property by an independent contractor, the independent contractor shall be required to indemnify and hold harmless all parties to this Agreement for any and all claims or losses resulting from, caused by or arising out of the work performed by the contractor. The contractor shall furnish proof of General Liability, Automobile Liability and any other applicable insurance policies which shall all name the parties to this Agreement as additional insureds. The contractor shall also furnish proof of workers' compensation insurance and shall waive all rights of subrogation, on behalf of itself and its insurance carriers, for all policies. The party contracting for such services shall provide to the other parties to this Agreement proof of such coverage upon request.

8. INSURANCE.

Every party to this Agreement (except as set forth below) shall maintain, and provide to the other parties to this Agreement, proof of general liability, automobile liability and workers' compensation insurance with limitations in appropriate amounts. Each party to this Agreement, on behalf of itself and its insurance carriers, waives the right of subrogation against all other parties to this Agreement. The foregoing mutual waiver of subrogation are limited to claims or losses arising out of, or resulting from, each party's use or ownership of the Property, and include, but is not

limited to, claims or losses by or to third parties, the parties to this Agreement and their officers, agents and employees. Each party shall be solely responsible for its own equipment, tools and personal property, including leased property, while such items are stored on or used at the Property. No party shall have any obligation to provide fire or other property insurance for the structures located on the Property.

9. PROPERTY RELATED EXPENSES.

Except for Insurance Costs as set forth in Paragraph 8, and those expenses that are determined to be the sole obligation of a particular **PARTY** to this agreement, each **PARTY** shall contribute such funds as are determined and agreed upon jointly, in writing, by the **PARTIES** to be required to hold, manage, and operate the property and to pay necessary property-related expenses. Such contributions shall be determined as may be agreed upon in writing by the **PARTIES**. Each **PARTY** shall be responsible for the costs associated with its own staff and personnel to the extent that they carry out management activities on the Property. Such contributions shall be made within 30 days of the written determination and shall be used for the purposes for which such funds are required.

10. DURATION.

Each **PARTY'S** obligations under this Agreement shall continue throughout the duration of that party's ownership interest in the Property. No party shall convey its ownership interest in the Property without the prior written approval of all of the other parties to this Agreement.

11. NOTICE.

Unless provided elsewhere in this Agreement, all notices, reports, statements, requests or authorizations required to be given shall be personally delivered or sent by first class mail to all necessary parties to the Agreement at the following addresses:

To MENDHAM:
Township Administrator
2 West Main Street
POB 520
Brookside, NJ 07921

To SCHIFF:
Executive Director
339 Pleasant Valley Road
Mendham, NJ 07945

To AUTHORITY:
Director, Finance and Administration
1851 Route 31
PO Box 5196
Clinton, NJ 08809

12. NOT A PARTNERSHIP.

This Agreement is not intended to create, and shall not be construed as creating, a partnership between the parties to the Agreement.

13. AMENDMENTS.

This Agreement may be amended only by written instrument authorized by all parties and signed by their duly authorized officers.

14. CHOICE OF LAW.

This Agreement is being executed and is intended to be performed in the State of New Jersey and shall be governed in all respects by the laws of that State.

15. APPROVAL.

The parties have read and understand this Agreement fully. This Agreement has been approved by appropriate action of each party's governing body. It is signed and sealed in accordance with New Jersey law by the duly authorized officers of each of the parties.

Reviewed and Approved as to Form Only
Anne Milgram
Attorney General for New Jersey

Randall L. Pease
Deputy Attorney General

ATTEST:

TOWNSHIP OF MENDHAM

By: Phyllis Florek
MAYOR

ATTEST:

**SCHIFF NATURAL LANDS
TRUST, INC.**

By: Michael Catania
PRESIDENT

ATTEST:

**NEW JERSEY WATER SUPPLY
AUTHORITY**

By: Henry S. Patterson III
EXECUTIVE DIRECTOR

Township of Mendham

INCORPORATED MARCH 29, 1749

BROOKSIDE, NEW JERSEY 07926

office of
David H. Read Sr.
Superintendent of Public Works

Telephone (973) 543-4509

MEMO

DATE: March 21, 2007
To: Steve Mountain
FROM: John Maines
RE: Maintenance Schedule of Fields

APRIL

- Clean up fields and work on ball fields
- Have fields soil tested
- Sweep fields each week
- Lay down fertilizer on fields
- Water fields each week
- Air raid and seed fields
- Mow fields each week
- Have broadleaf weed control applied to fields
(all pesticides applied by TruGreen ChemLawn)

MAY

- Middle of month put down fertilizer on fields

JUNE

- Middle of month put down fertilizer on fields
- Water fields 2-3 times each week
- Air raid and seed fields
- Have broadleaf weed control applied to fields
(all pesticides applied by TruGreen ChemLawn)
- Have grub control applied (by TruGreen ChemLawn)

JULY

- Air raid fields

SEPTEMBER

- Lay down fertilizer on fields
- Air raid and seed fields

OCTOBER

- Application of lime on fields

NOVEMBER

- Apply winter fertilizer on fields
- Seed fields where there are bare spots
- Clean up leaves on fields and parks

Township of Mendham

INCORPORATED MARCH 29, 1749

P.O. BOX 520
BROOKSIDE, NEW JERSEY 07926
(973) 543-4555 / FAX (973) 543-6630

November 9, 2010

Mr. Keith Hill
Post Office Box 454
Gladstone, NJ 07934

Dear Keith:


This letter is to memorialize the renewal of our agreement on the maintenance/use of the fields formerly owned by the Sister's of St. John the Baptist and now owned by the Township.

To summarize, the terms of our agreement are as follows:

- The Township will allow for use of the fields by the SSC soccer club (presently projected: 2 teams in the fall/6 teams in the spring) on a schedule to be mutually agreed upon each season by the Township and yourself.
- You will provide for the maintenance and upkeep of the existing field network and associated grounds utilizing the manpower and equipment available to you under the terms of your working relationship with the Sisters of St. John the Baptist (up to and including the mowing of grass, field irrigation, fertilization/aeration, overseeding, field lining and any other activity necessary to prepare the fields for play).
- You will provide the Township with a current proof of insurance covering your club's use of the soccer fields as well as your maintenance activities to be conducted on the property during the course of the agreement.
- The term of the agreement is one year (January 1, 2011-December 31, 2012, and is renewable annually on the mutual approval of both parties. A decision by either party to cancel the agreement must be done in writing with a minimum of 60 days notice prior to the end of the calendar year.

Please acknowledge your agreement with the terms outlined above in the area designated below for your signature and return to me along with the required proof of insurance. Thank you.

Sincerely yours,


Stephen Mountain
Township Administrator


Keith J. Hill