

USE AND OCCUPANCY AGREEMENT

This Agreement dated the 30th day of June, 2008, is made **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, for itself and for and on behalf of the NEW JERSEY WATER SUPPLY AUTHORITY, a public body, corporate and politic, constituted as an instrumentality of the State of New Jersey, with offices at 1851 Route 3, Clinton, NJ 08809, and SCHIFF NATURAL LANDS TRUST, INC., a nonprofit organization with offices at 339 Pleasant Valley Road, Mendham, NJ 07945, referred to collectively as "**Owner.**"

And

SISTERS OF ST. JOHN THE BAPTIST, INC., a New Jersey corporation, whose address is 3308 Campbell Drive, Bronx, New York 10465, referred to as "**Occupant.**"

1. **Property.** The Owner purchased the property known as the Mosle Preserve, Mendham, New Jersey, referred to as the "Property," from the Occupant.
2. **Occupant to Remain.** The Owner agrees to allow the Occupant, or its employee(s) to remain on the portion of the Property shown on Exhibit A attached hereto (the "Residence") for the Term of this Agreement pursuant to the terms of this Agreement. Occupant may continue to use the Residence solely as a single family residence for the Occupant's employee(s) subject to this Agreement.
3. **Term.** The term of this use and occupancy of the Residence will be a period of sixty (60) days, or such additional period as the parties may agree, commencing on the date of this Agreement (the "Term"). Occupant shall have no right to otherwise renew or extend the Term of this Agreement. In the event that the individual occupying the Residence fails to vacate at the end of the Term, then it shall be the obligation of the Occupant to cause the removal of that individual and to bear any and all expense associated with the same, including but not limited to, any eviction or other proceedings.
4. **Consideration.** The consideration for the use and occupancy will be \$ 0 per month (the "Use and Occupancy Payment") for the Term. The Use and Occupancy Payment will be payable in advance on the 1st day of each month throughout the Term. All Use and Occupancy Payments will be made to Owner's address as set forth above. If any Use and Occupancy Payment is not paid within ten (10) days when due, Occupant will pay Owner a late charge equal to five percent (5%) of the amount unpaid. In addition, if Occupant fails to pay any other amounts under this Agreement, within ten (10) days after notice that such amounts are due, the unpaid amounts will accrue interest from and after such tenth (10th) day until the date paid at the rate of two (2) percentage points over the per annum prime or base rate announced from time to time by Citibank, N.A. or its successor.
5. **Utilities.** Occupant will pay all charges for heat, gas, electricity, telephone or any communication or utility service (other than normal water and sewer charges) used in or

rendered or supplied to the Residence during the period of the Occupant's occupancy and shall indemnify and hold the Owner harmless against any liability or damages on such account. Owner will be responsible, at Owner's cost, for all real property taxes and normal water and sewer charges.

6. **Occupant's Maintenance and Repair Obligations.** The Occupant will not take any action, or fail to act, in such manner that would do harm to the Residence or which would obligate the Owner to any third party while the Occupant is in occupancy. Occupant agrees to indemnify, defend and hold Owner harmless from and against any losses, costs or expenses incurred by Owner in connection with Occupant or its employee(s) remaining in possession of the Residence beyond the date hereof. Occupant is solely responsible for normal maintenance and repair of the Residence during the Term, and any damage to the Residence caused by Occupant's use and occupancy of the Residence during the Term. Occupant will maintain the Premises in good order and condition throughout the Term, Occupant will not install any fixtures or make any improvements or alterations on or in the Residence without the prior written approval of Owner.

7. **Compliance with Laws.** Occupant is responsible for complying with all the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to Occupant's use or occupancy of the Residence and shall faithfully observe in the use or occupancy of the Residence all governmental requirements now in force or which may hereafter be in force.

8. **Insurance; Indemnity; Waiver of Claims.** Occupant will keep in force throughout the Term public liability insurance and insurance on Occupant's contents and will furnish Owner with a certificate evidencing such insurance coverage prior to commencement of the Term. Owner will be named as an additional insured on such insurance, and Occupant will provide Owner with a certificate evidencing such insurance. Occupant agrees that Owner, its agents and employees, shall in no way be liable for (i) any loss or damage to property of Occupant or of others located on or about the Residence, whether by theft or otherwise; (ii) any injury or damage to persons or property in or about the Residence, including, but not limited to any injury or damage resulting from fire, explosion, collapse, falling plaster or masonry, steam, gas, electricity, water, rain or snow. All property of Occupant kept at the Residence will be so kept at the risk of Occupant only and, in consideration of the right granted hereunder. In consideration of the use and occupancy right granted hereunder, Occupant agrees to and will indemnify, defend and save harmless Owner from and against any and all claims, demands, suits, liability, losses and expenses that Owner may suffer or sustain arising from Occupant's use or occupancy of the Residence, except for any claims, demands, suits, liability, losses and expenses to the extent caused by the acts of Owner.

9. **No Assignment.** The Residence may used by Occupant solely for the uses permitted under Paragraph 1. Occupant may not assign or grant any right in the Residence to any party without the Owner's prior written consent. Any attempt by Occupant to assign or otherwise grant any rights in the Residence to any third party without the express consent of Owner will be null and void.

10. **End of Term.** On or before the date of the expiration of the Term, including any termination by Owner as a result of Occupant's default, Occupant will surrender the Residence

broom clean, in as good condition as existed on the date of the commencement of the Term, except for normal wear and tear, free and clear of all occupants and with all of Occupant's personal property removed. All property not removed by Occupant will be deemed abandoned by Occupant and Owner reserves the right to charge the cost of such removal to the Occupant, which obligation shall survive the termination and surrender as provided in this Agreement. If the Residence is not surrendered at the end of the Term, Occupant will indemnify Owner against loss or liability resulting from delay by Occupant in surrendering the Residence, and/or removal of Occupant's property. In the event of any unauthorized holdover by Occupant of the Residence, Owner's damages shall include but shall not be limited to a monthly use and occupancy charge to be computed at the rate of 150% of the monthly Use and Occupancy Payment then due and payable for the first thirty (30) days following the expiration or earlier termination of the Term, and thereafter to be computed at the rate of 200% of the monthly Use and Occupancy Payment. The payment of the use and occupancy charge, in the event of Occupant's holdover, shall not be deemed a consent by Owner to the continued occupancy by Occupant. Such payment will not constitute a waiver of any additional damages resulting from Occupant's holdover as provided in this Agreement.

11. **Default by Occupant.** If Occupant fails to comply with the terms of this Agreement, Owner may take any required action and charge the cost, including reasonable attorney's fees, to the Occupant. Failure to pay such amounts upon demand is a violation of this Agreement. If Occupant fails to pay any installment of the Use and Occupancy Payment or any other sum of money due hereunder within five (5) days of when such sum is due, or Occupant fails to comply with any provision of this Agreement not requiring the payment of money, and such failure shall continue for a period of fifteen (15) days after written notice of such default is given to Occupant; then, in addition to all rights and remedies to which Owner may be entitled at law or in equity, Owner shall have the right, upon notice to Occupant, to immediately terminate this Agreement and the license granted hereunder, and Owner will have the right, at its sole option, to re-enter the Residence and to terminate Occupant's use and occupancy rights hereunder.

12. **Access.** Owner and its authorized representatives may enter upon the Residence at reasonable times and upon reasonable notice (other than in an emergency in which case prior verbal notice shall be provided in possible) to inspect, make repairs, replacements and improvements to the Residence or any system which may deem necessary or reasonably desirable, or to perform following Occupant's failure to maintain the Premises or perform under its obligations this Agreement or for the purpose of complying with laws, regulations and other directions of governmental authorities, tenants or other parties. Owner's access includes the right to make repairs and improvements to the front porch of the house, and to make any other repairs or improvements as may be required by Owner's insurance company.

13. **Relationship of Occupant and Owner.** Occupant shall occupy the Residence as a licensee only and not as a tenant. This agreement shall not be construed to create a Landlord-Tenant relationship between the parties. Occupant shall be responsible for ensuring that any employee of Occupant using the Residence will comply with all obligations under this license Agreement.

14. **Subordination.** This Use and Occupancy Agreement shall be subject and

subordinate at all times to the lien of any mortgages or other encumbrances now or hereafter placed on the Residence without the necessity of any further instrument or act on the part of Owner to effectuate such subordination.

15. **Signatures.** The Owner and Occupant agree to the terms of this Use and Occupancy Agreement.

ATTEST

SISTERS OF ST. JOHN THE BAPTIST

By: _____
Name: _____
Title: _____

Name:

ATTEST

TOWNSHIP OF MENDHAM

Ann L. Carlson
Ann L. Carlson
Clerk of the Township of Mendham

By: Phyllis Florek
Name: Phyllis Florek
Title: Mayor

Exhibit A

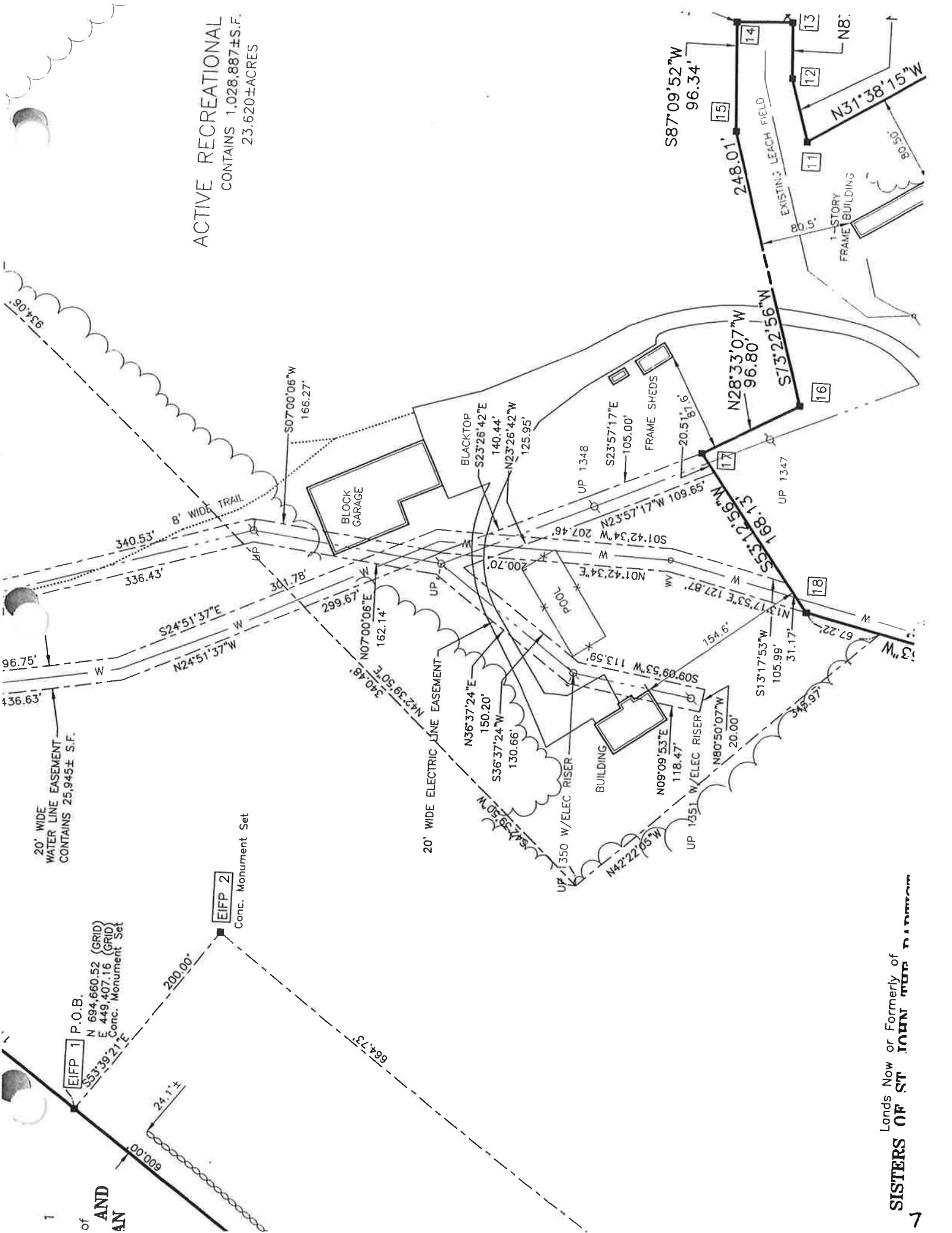
Residence

WATCH LINE	SIX SHEET 1 OF 2
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TOWNSHIP OF MENDHAM MORRIS COUNTY
CHESTER TOWNSHIP MORRIS COUNTY

WILLIAM E. LARK AND EUGENE H. LARK
 Agents for the Property of
 LARK AND EUGENE H. LARK
 1001 10th Street, N.W.
 Room 6, Box 7

[illegible]



ACTIVE RECREATIONAL
CONTAINS 1,028,887±S.F.
23.620±ACRES

Lands Now or Formerly of
SISTERS OF ST JOHN THE BAPTIST

Township of Mendham

INCORPORATED MARCH 28, 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