

**TOWNSHIP OF WILLINGBORO
RESOLUTION 2022 – 141**

USE AND OCCUPANCY AGREEMENT

THIS **USE AND OCCUPANCY AGREEMENT** (the “**Agreement**”) is made as of July 31, 2022, by and between the **TOWNSHIP OF WILLINGBORO** (the “**Owner**”), whose address is 1 Rev. Dr. Martin Luther King, Jr. Dr., Willingboro, New Jersey 08046, and **WILLINGBORO MUNICIPAL UTILITIES AUTHORITY** (the “**Occupier**” and collectively with the Owner sometimes referred to as the “**Parties**”), whose address is 433 John F. Kennedy Way, Willingboro, New Jersey, 08046.

WITNESSETH:

WHEREAS the Occupier desires to use and occupy the Property located at **Lot 31 on the north side of Baldwin Lane, immediately east of, and adjacent to, the Willingboro Municipal Utility Authorities Water Plant Property** (the “**Property**”). Owner is willing to allow Occupier to use and occupy the Property from the 31st day of July 2022, until October 1, 2023, pursuant to the terms and conditions of this Agreement; and

WHEREAS the Parties intend by this Agreement to set forth the terms under which Occupier may occupy the Property until October 1, 2023, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants, agreements, representations, and warranties set forth herein, the Parties agree AS FOLLOWS:

1. Occupier’s Occupancy. The owner agrees that the Occupier shall be permitted to occupy the Property located at Lot 31 on the north side of Baldwin Lane, immediately east of, and adjacent to, the Willingboro Municipal Utilities Authority Water Plant Property from the 31st day of July 2022, until October 1, 2023, for the limited purpose of storing equipment and materials to be used in connection with the construction of the new PFOS treatment building.

2. Nature of Occupancy. No legal title or leasehold interest in the Property shall be deemed or construed to be created or vested in Occupier by anything contained herein. The occupier shall occupy the Property merely as a licensee. It is expressly understood and agreed that Occupier is not a tenant or lessee, and that the Owner is not a landlord. The occupier shall maintain the space’s cleanliness for the duration of the terms of the agreement.

3. Term and Duration of Occupancy. Occupier’s occupancy is conditioned upon the undertaking of activities as contemplated by this Agreement and shall be revoked immediately upon actual or reasonable belief that Occupier has exceeded the scope of permitted access. The occupier shall be granted access to the Property until October 1, 2023, for the limited purpose of storing equipment and materials to be used in connection with the construction of the new PFOS treatment building. This agreement shall survive the terms of access.

4. Indemnification; Insurance. Occupier agrees that the use and occupancy of the Property shall be at Occupier’s own risk and the Occupier hereby holds Owner harmless and does hereby

TOWNSHIP OF WILLINGBORO
RESOLUTION 2022 – 141

release Owner from any and all liability for any personal injury, property damage, and/or workers compensation claims relating in any way to the use and occupancy of the Property. Occupier further agrees to hold Owner harmless and indemnify Owner against any and all claims for personal injury, property damage, and/or workers compensation claims relating in any way to the use and occupancy of the Property to any third party to the extent such claim, injury, or damage arises out of Occupier's use of the Property. The Occupier shall be responsible for maintaining fire and general liability insurance on the Property, naming the owner as a "Loss Payee" and/or "Additional Insured." The occupier will obtain insurance on Occupier's personal property and such liability insurance for Occupier's own purpose as Occupier deems necessary.

5. Damage or Destruction. Occupier agrees not to cause the Property to suffer any damage during Occupier's use hereunder and further agrees that in the event the Property shall suffer damage, Occupier shall be liable for the cost of correcting same. The occupier shall assume all risk of wear and tear to the Property and shall be responsible for making all repairs to the Property, whether ordinary or extraordinary.

6. Repairs to Premises. Occupier agrees to accept the Property in an "as is" condition pursuant to inspections made by Occupier prior to the execution of this Agreement. Occupier agrees, at his own cost and expense, to make any and all repairs necessary to the Property, whether ordinary or extraordinary, as may be directed by the Owner. The occupier shall also assume all risk of loss to the Property.

7. Notices. All notices hereunder shall be sent by certified mail, return receipt requested to all parties, and shall be deemed received upon the second day after mailing. Notices shall be sent to the Occupier at the Property and to the Owner at the address as set forth in the Agreement.

8. Binding on Successors. This agreement shall be binding on the parties, their respective successors, assigns, heirs, administrators, and executors.

9. Modifications. This agreement contains the entire agreement of the parties and shall not be modified, altered, or changed unless in writing signed by the parties.

[SIGNATURES ON FOLLOWING PAGE]

**TOWNSHIP OF WILLINGBORO
RESOLUTION 2022 – 141**

[Agreement to Use and Occupancy – Signature Page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, all as of the date first above written.

EXECUTED: _____, 2022.

OWNER:

Township of Willingboro

By: _____

Print Name: _____

Title: _____

Date: _____

OCCUPIER:

Willingboro Municipal Utilities Authority

By: _____

Print Name: _____

Title: _____

Date: _____

[End of signatures]