

Exhibit “A”

LICENSE AND ACCESS AGREEMENT

This Agreement, made this 24 day of May, 2015 by and between:

HAMIN REALTY, LLC, at 301 South Livingston Avenue, in Livingston, New Jersey, hereinafter referred to as the Licensors; and

LUKOIL NORTH AMERICA, at 302 Harper Drive, Suite 303 in Moorestown, New Jersey, hereinafter referred to as the Tenant; and

THE TOWNSHIP OF WEST ORANGE, a Municipality in the County of Essex and State of New Jersey, whose address is 66 Main Street, West Orange, New Jersey, hereinafter referred to as the Licensee.

WITNESSETH:

WHEREAS, the Licensors is the owner in fee of certain lands situate, lying and being in the Township of West Orange, Essex County, New Jersey described as Lot 21 in Block 154.06 as shown on the Tax Maps of the Township of West Orange commonly known as 654 Eagle Rock Avenue, West Orange, New Jersey, hereinafter referred to as the "Property;" and

WHEREAS, the Lessee is the current lessee and tenant of the Property pursuant to a lease agreement with the Licensors; and

WHEREAS, the Licensee desires a license authorizing access onto the Property for the purpose of installing and maintaining a sign in a section at the northwest corner of the Property consistent with the drawing annexed hereto as Schedule "A;" and

WHEREAS, photographs showing the proposed design of the sign as would appear on the Property is annexed hereto as Schedule "B;" and

WHEREAS, it is the purpose of this Agreement to set forth the matters agreed upon regarding the license to allow the Licensee to install and maintain the proposed sign and in connection with the maintenance of the adjacent section at the northwest corner of the Property depicted in Schedule "A."

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and of the foregoing and of the mutual covenants hereinafter set forth, it is hereby agreed before these parties hereto as follows.

1. The Licensors grants the Licensee a revocable license though the northwest corner of the Property. A map depicting the section of the Property which shall be licensed to Licensee, hereinafter deemed the "Licensed Section," prepared by the West Orange Engineering Division utilizing a base map prepared by Control Point Associates, Inc., of Watchung, New Jersey is annexed hereto as Schedule "C," along with a description of the bounds and meters of the Licensed Section annexed hereto as Schedule "D." Lessee acknowledges and consents to the grant of this revocable license to the Licensee.

- 1.1 The Licensor grants the Licensee access and permission to enter upon the Property to: (1) remove the existing wall located in the northwest corner of the Property depicted in Schedule "A," (2) remove the existing tree located in the northwest corner of the Property depicted in Schedule "A," (3) remove the existing concrete base and bolts identified in Schedule "A," (4) install new plantings as identified in Schedule "A," and (5) install the proposed sign in the location depicted in Schedule "A." The work described in this paragraph shall be hereinafter referred to as the Work.
- 1.2 The Licensee shall be obligated to maintain the condition of the proposed sign and the landscaping conditions adjacent to the sign in the section of the Property depicted in Schedule "A," within the Licensed Section depicted in Schedule "C." The Licensee shall maintain the grass adjacent to the proposed sign at a length and condition similar to the length and condition of the grass as depicted in Schedule "B." The Licensee shall maintain any and all plantings installed by the Licensee in the northwest corner of the Property depicted in Schedule "A," within the Licensed Section depicted in Schedule "C." The maintenance described in this paragraph shall be hereinafter referred to as the Maintenance.
- 1.3 **The Licensors grant the Licensee a license and access through the northwest section of the Property depicted in Schedule "A" and Schedule "B" to perform the Work, as defined in this License and Access Agreement. Lessee acknowledges and consents to the grant of this license and access to the Licensee.**
- 1.4 **The Licensor grants the Licensee a revocable license through the northwest section of the Property depicted in Schedule "A" and Schedule "B" to perform the Maintenance, as defined in this License and Access Agreement. Lessee acknowledges and consents to the grant of this license and access to the Licensee.**
2. All Work, as defined in this License and Access Agreement, shall be performed at the sole cost of the Licensee and at no cost to the Licensor or the Lessee. The Licensee further agrees not to assess the Licensor or the Lessee for any of the costs of the work associated with this License and Access Agreement.
 - 2.1 The Licensee shall not traverse any portion of the lands owned by the Licensor other than those describe and defined as the Licensed Section.
 - 2.2 All Work, as defined in this License and Access Agreement, will be completed within thirty (30) calendar days of commencement except when delayed by weather. No work will be performed on Saturday, Sundays or holidays without the approval of the Licensor.
3. Licensor shall reserve the right to terminate this License and Access Agreement and revoke the license and access to the Property upon thirty (30) days written notice to the Licensee. Licensee shall reserve the right to

terminate this License and Access Agreement and surrender the license and access to the Property upon sixty (60) days written notice to Licensor.

- 3.1 In the event that Licensor exercises its right to revoke the license and access to the Property, upon termination of this License and Access Agreement Licensee shall cease to have any rights to access the Property pursuant to this License and Access Agreement and shall have no other obligations to maintain the Licensed Section. The Licensor shall thus regain the right to remove the installed sign or any additional Work performed by the Licensee.
- 3.2 In the event that Licensee exercises its right to surrender the license and access to the Property, following the issuance of notice to the Licensor, Licensee shall remove at its own sole cost the sign and any and all Work performed by the Licensee within sixty (60) days, prior to the termination of the License and Access Agreement.
4. The Licensee shall bind its contractor or contractors to be liable and save harmless the Licensor from any claims for damages suffered by the Licensor on account of the work performed on Licensor's property. All contractors shall indemnify the Licensor and provide a Certificate of Insurance which names the Licensor as an additional insured. The Licensee agrees to indemnify the Licensor against any third party claims arising from the performance of Work, as defined in this License and Access Agreement.
5. The Licensors acknowledge receipt of the consideration and the Licensors have given, granted, conveyed onto the Licensee its successors and assigns for installation and maintenance of the proposed sign a license and access in, on and through the lands of the Licensor more particularly described in Schedule "C" together with the right to perform the Work, as defined in this License and Access Agreement, and the Maintenance, as defined in this License and Access Agreement.
6. Licensors and Lessee hereby release Licensee, and any successors, assigns, representatives, agents and employees of Licensee, from any and all claims, causes of action, rights, damages, costs and expenses of any nature whatsoever that arose or accrued prior to the date this of this License and Access Agreement.
7. All written notices pursuant to this License and Access Agreement shall be made via Certified Mail as follows:

To Licensee: Township of West Orange
66 Main Street
West Orange, New Jersey 07052
Attention: Business Administrator

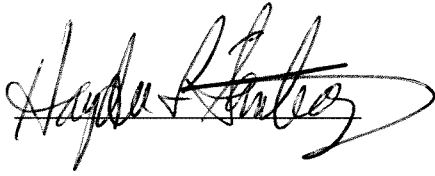
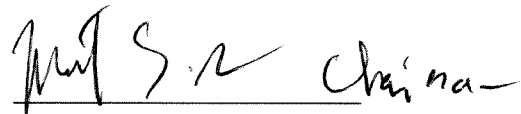
To Licensor: _____

IN WITNESS WHEREOF, the said Licensor and Lessee have hereunto set their hands and seals, and the said Licensee has caused its corporate seal to be hereto affixed and attested by Karen J. Carnevale, Municipal Clerk, and these premises to be signed by Robert D. Parisi, its Mayor the year and date first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

HAMIN REALTY LLC

ATTEST:

A handwritten signature in black ink, appearing to read "Hamin Realty LLC", written over a horizontal line.A handwritten signature in black ink, appearing to read "Robert D. Parisi", written over a horizontal line.

LUKOIL NORTH AMERICA

ATTEST:

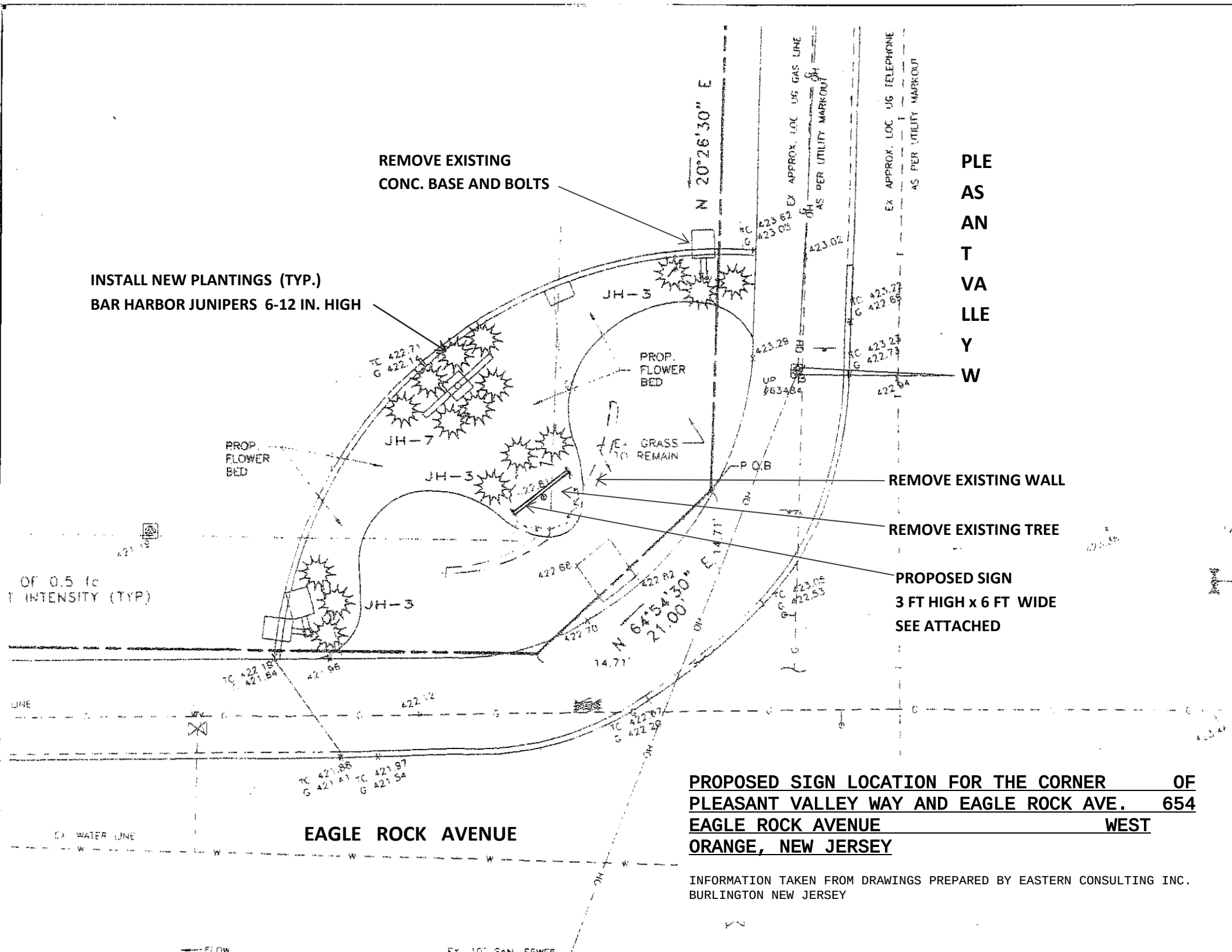
TOWNSHIP OF WEST ORANGE

ATTEST:

Karen J. Carnevale, Municipal Clerk

Robert D. Parisi, Mayor

Schedule “A”



REMOVE EXISTING
CONC. BASE AND BOLTS

INSTALL NEW PLANTINGS (TYP.)
BAR HARBOR JUNIPERS 6-12 IN. HIGH

PLE
AS
AN
T
VA
LLE
Y
W

REMOVE EXISTING WALL

REMOVE EXISTING TREE

PROPOSED SIGN
3 FT HIGH x 6 FT WIDE
SEE ATTACHED

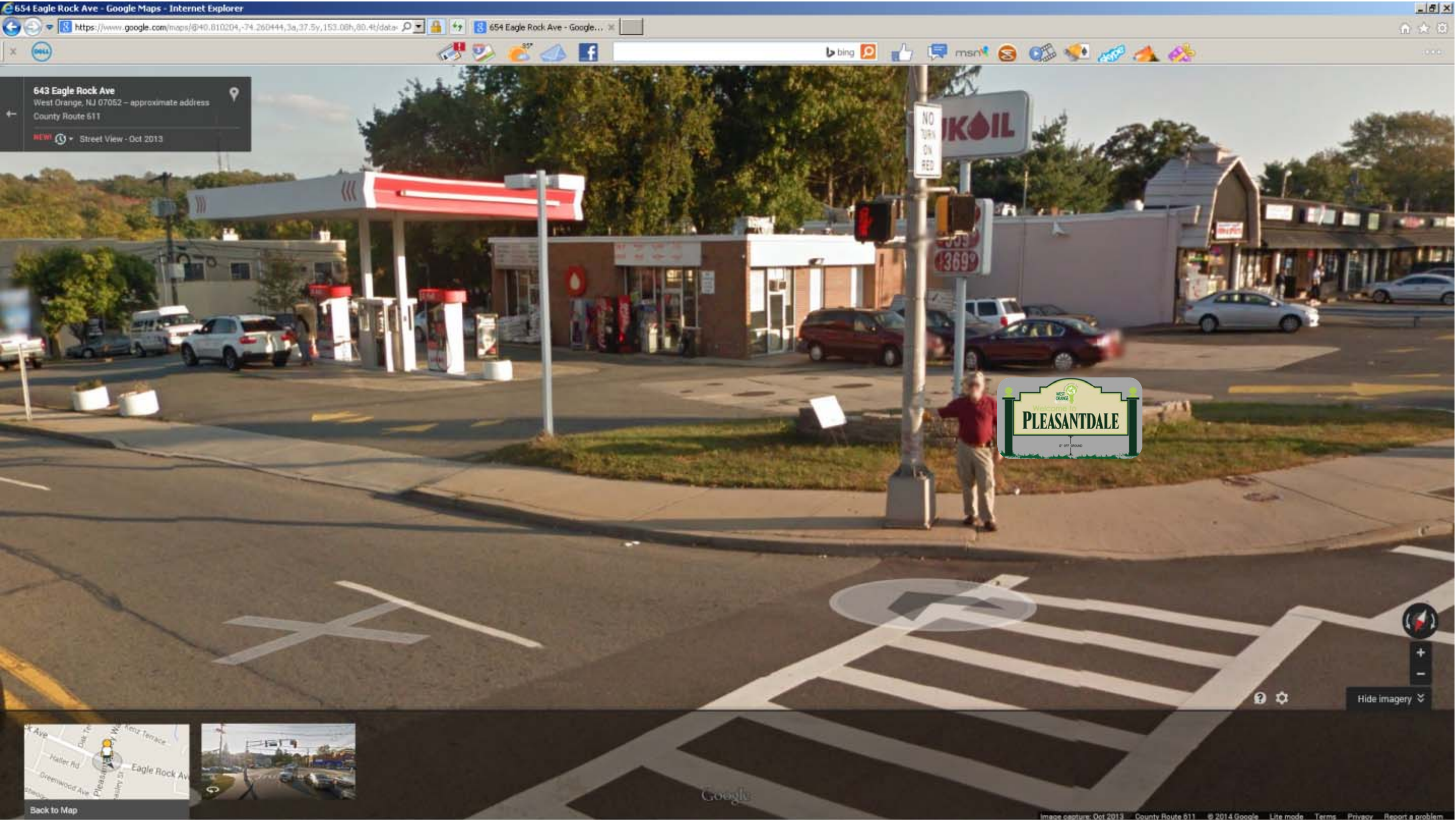
EAGLE ROCK AVENUE

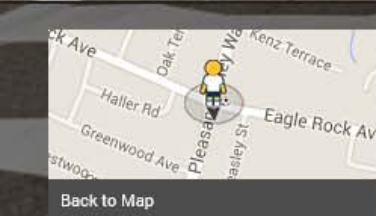
PROPOSED SIGN LOCATION FOR THE CORNER OF
PLEASANT VALLEY WAY AND EAGLE ROCK AVE. 654
EAGLE ROCK AVENUE WEST
ORANGE, NEW JERSEY

INFORMATION TAKEN FROM DRAWINGS PREPARED BY EASTERN CONSULTING INC.
BURLINGTON NEW JERSEY

Schedule “B”







Google



Where invention lives
WEST ORANGE
the power

Welcome to
PLEASANTDALE

12" OFF GROUND

Schedule “C”

Schedule “D”

DESCRIPTION OF A PORTION OF LOT 21, BLOCK 154.06
AS SHOWN ON THE TAX MAPS OF THE TOWNSHIP OF WEST ORANGE

Beginning at a point in the easterly sideline of Pleasant Valley Way said point being North 20° 26'30" East and a distance of 91.79 feet from the dividing line of lots 21, 23, 23.01 and 24 in block 154.06, being the lands of Mobil Oil Corporation 646-654 Eagle Rock Avenue, Township of West Orange, State of New Jersey, N/F Lands of Nimha Realty Co., Inc. C/O Mobil Oil Corp., P.O. Box 290, Dallas TX and Lot 18, Block 154.06 N/F Lands of Hamin Realty Co., 5660 Collins Avenue, Miami Fl.

Thence 1) North 64° 53' 30" east a distance of 21 feet to a point;

Thence 2) South 70° 39' 30" east a scaled distance of 23.00 feet plus or minus to the face of a concrete curb in the driveway entrance to the Mobil Oil Corporation site;

Thence 3) along the face of the concrete curb on a curve to the right with a radius of 36 feet +/- a scaled distance of fifty-seven feet to the easterly sideline of Pleasant Valley Way;

Thence 4) North 20° 26' 30" East a scaled distance of 21.00 feet to the point and place of beginning.

All as shown on a Boundary & Topographical Survey – Mobil Oil Corporation, 646-654 Eagle Rock Avenue, Lots 21, 23, 23.01 & 24, Block 154.06, Sheet 37.02 Township of West Orange, Essex County, State of New Jersey prepared by Control Point Associates, Inc. 776 Mountain Blvd., Watchung, New Jersey dated 3/21/95.