

EASEMENT AGREEMENT AND DEED OF EASEMENT

MEMORANDUM OF AGREEMENT, made this _____ day, of _____, 2016 by
and between: Tawanda Jackson whose mailing address is 23 Maple Avenue, West Orange,
County of Essex and State of New Jersey, hereinafter referred to as Grantor; and

THE TOWNSHIP OF WEST ORANGE, a municipality in the County of Essex and State of
New Jersey, with its principal office at 66 Main Street, West Orange, New Jersey hereinafter
referred to as the Grantee.

WITNESSETH:

WHEREAS, the Grantor 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 38 in Block 161.02 as shown on
the Tax Maps of the Township of West Orange; and

WHEREAS, the Grantee, either itself or through its properly insured contractor, is about to lay
and construct certain storm sewer and sanitary sewer improvements with appurtenances, for storm
sewer and sanitary sewer purposes, and remove certain pipe, backfill and restore the trench hereinafter
called "Construction Plans for 23 Maple Avenue, Construction Plan, Township of West Orange, Essex
County, New Jersey" in accordance with plans prepared by Andrew Cangiano, P.E., Keller & Kirkpatrick,
Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey 07950 dated September 18, 2015, Sheets 1
and 2 of 2, over and through premises hereinafter described, and following construction thereof, to
maintain the same and which are attached hereto as Schedule "A" and made a part hereof with a one-
year maintenance bond from the contractor; and

WHEREAS, the Grantor has/have agreed to grant to the Grantee the right to lay, construct,
maintain, use, repair, renew and operate sub-surface drains or pipe on lands as hereinafter described.

(1) The lands and premises which this easement and right-of-way covers are described as
follows:

All that certain lot, tract or parcel of land and premises, hereinafter particularly described,
situate, laying and being in the Township of West Orange in the County of Essex and State of New
Jersey.

Being such portion of Lot 38 in Block 161.02 on "Block 161.02, Lot 38, 23 Maple Avenue,
Drainage Easement Plan, Township of West Orange, Essex County, New Jersey" prepared by Kevin S.
Bogerman, P.L.S., Keller and Kirkpatrick, 301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey, 07950
dated December 15, 2015, Sheet 1 of 1, which map is appended hereto as Schedule "B" and made a part
hereof.

Approved by: Richard D. Trenk, Esq.
Township Attorney

Prepared by: Leonard R. Lepore, P.E.
Township Engineer

The permanent utility easement and right-of-way is further described by a "Description of Proposed Drainage Easement, Being Part of Lot 38, in Block 161.02, Situated in the Township of West Orange, County of Essex, and State of New Jersey", prepared by Kevin S. Bogerman, P.L.S. and dated September 14, 2015 which is appended hereto as Schedule "C" and made a part hereof.

The Temporary Construction Easement is limited by and depicted on "Construction Plans for 23 Maple Avenue, Construction Plan, Township of West Orange, Essex County, New Jersey" prepared by Andrew Cangiano, P.E., Keller & Kirkpatrick, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey 07950 dated September 18, 2015, Sheet 1 of 2 which is appended hereto as Schedule "A" and made a part hereof.

Being commonly known and designated as 23 Maple Avenue, West Orange, New Jersey.

Being the same premises conveyed to Grantor by deed dated July 29, 2013 from HSBC Bank USA, National Association and recorded in the Office of the Register of Essex County on November 12, 2013, in Book 12467, Page 6522.

(2) It is further agreed that the Grantee, or its contractor, or its or their servants and agents, shall not traverse any portion of the lands owned by the Grantor other than those contained in the permanent utility easement and temporary construction easement or right-of-way herein granted, and shall not use any vehicles other than necessary to accomplish construction and shall only traverse the easement or other of Grantor's property on twenty four (24) hours prior notice to Grantor except in cases of emergency.

(3) The Grantee agrees for itself and its contractor:

(a) To perform the work of building said sewer and appurtenances thereto in a careful and workmanlike manner and do no act except as reasonably set forth herein.

(b) The Grantee shall bind its contractor to be liable and save harmless the Grantor from any claims for damages suffered by the Grantor on account of the non-fulfillment of the contract between the Grantee and its contractor.

(c) The Grantee, or its contractor, shall, upon the completion of the installation, of the sewer system, refill all trenches, and in all other respects restore the lands and premises which are the subject of this easement and right-of-way to as good a condition as existed prior to the commencement of said construction, as far as reasonably may be done. Specifically all disturbed areas such as lawns, driveways and walkways will be restored. All fences which are removed for construction will be reset or replaced. The extent of the improvements and restoration is depicted on the plans entitled "Construction Plans for 23 Maple Avenue, Construction Plan, Township of West Orange, Essex County, New Jersey" prepared by Andrew Cangiano, P.E., Keller & Kirkpatrick, Inc., 301 Gibraltar Drive, Suite 2A, Morris Plains, New Jersey 07950 dated September 18, 2015, Sheets 1 and 2 of 2 appended hereto as Schedule "A" and made a part hereof.

(d) Upon completion of the construction work provided herein, Grantor and Grantee agree to keep the easement property free and open for the benefit of Grantor and other concurrent users.

(4) The Grantor agrees to procure and deliver to the Grantee, simultaneously herewith, proper postponements from any mortgagees holding mortgages on said lands covered by said easement, postponing and subordinating the lien of the said mortgage or mortgages to the easements or rights-of-way to the Grantee, created by this instrument. The Grantee shall prepare the Postponement and Subordination Agreement, and the Grantee shall be responsible for fees and costs associated with its preparation, acquisition and recordation.

(5) Grantee hereby agrees to indemnify, defend and hold Grantor, its tenants, successors and assigns harmless from and against all damages, losses and liabilities to persons and/or property, including, but not limited to, reasonable attorneys fees and costs of a lawsuit arising out of Grantee and/or its contractors entering upon Grantor's property pursuant to this Agreement.

(6) Grantor, for and on behalf of itself, its successors and assigns, hereby reserves the right to use and enjoy the surface area of the easements subject to applicable laws and ordinances provided such use and enjoyment does not materially adversely affect the rights granted to Grantee herein.

(7) All pipe work including the removal and/or abandonment and decommissioning of the existing storm sewer shall be completed within 35 calendar days of the commencement of the work, and all site restoration including driveway reconstruction, topsoiling and seeding and fence replacement shall be completed within 60 calendar days of the commencement of the work.

(8) Effective January 1, 2017, Grantor will be provided a reduction of the land tax assessment of \$17,120 which shall continue in effect in perpetuity.

(9) This Agreement shall be binding upon the parties hereto, and their respective successors, assigns, heirs and court appointed representatives.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to the Grantor in hand paid by the Grantee, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and agreements herein contained on the part of the parties hereto, the Grantor has/have given, granted, conveyed unto the Grantee, its successors and assigns, for sewer purposes, an easement in, on and through the lands of the Grantor hereinabove more particularly described, together with the right to lay, construct, maintain, use, repair, renew and operate sub-surface drains, pipe and sewer mains in, over and through said lands as may be required hereafter within the footprint set forth on the permanent utility easement plans attached hereto as Exhibit B and C. in order to maintain said sewer and drainage system in proper functioning order as set forth in the recital paragraphs above to which the parties incorporate herein and agree to.

IN WITNESS WHEREOF, the said First Parties have hereunto set their hands and seals,
and said Second Party has caused it corporate seal to be hereto affixed and attested by Karen J. Carnevale, its Clerk, and these presents to be signed by Robert D. Parisi, its Mayor, the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

OWNER, GRANTOR

_____(L.S.)
TAWANDA JACKSON

ATTEST:

THE TOWNSHIP WEST ORANGE


KAREN J. CARNEVALE, CLERK

ROBERT D. PARISI, MAYOR

STATE OF NEW JERSEY :

SS

COUNTY OF ESSEX :

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the subscriber, personally appeared Karen J. Carnevale, who being duly sworn by me on her oath, doth depose and make proof to my satisfaction that she is the Clerk of the Township of West Orange, the party of the second part named in the within Instrument that Robert D. Parisi, is the Mayor of the Township of West Orange, that the execution, as well as the making of this agreement, has been authorized by a proper resolution of the Council of the Township; and the seal affixed to said Instrument is such corporate seal and was thereto affixed and said instrument signed and delivered by said Mayor as and for his voluntary act and deed and as and for the voluntary act and deed of said Township, in the presence of deponent, who thereupon subscribed his/her name thereto as witness.


KAREN J. CARNEVALE

SWORN AND SUBSCRIBED TO
BEFORE ME THIS _____ DAY OF _____, 2016
AT WEST ORANGE, NEW JERSEY

STATE OF NEW JERSEY:
SS
COUNTY OF ESSEX:

BE IT REMEMBERED, that on this _____ day of _____ in the year Two
Thousand and Sixteen before me, the subscriber, personally appeared Tawanda Jackson, owner of 23
Maple Avenue, West Orange, New Jersey, known as Block 161.02, Lot 38 on the Tax Maps of the
Township of West Orange, New Jersey, who, I am satisfied, is the person mentioned in the within
Instrument, and she acknowledged that she signed, sealed and delivered the same as her voluntary act
and deed, for the uses and purposes therein expressed.

SWORN AND SUBSCRIBED TO
BEFORE ME THIS _____ DAY OF _____, 2016
AT _____.
