

LICENSE AGREEMENT

This License Agreement is made this ____ day of September, 2021 by and between **TOWNSHIP OF WEST ORANGE**, with an office at [____], (the “Owner” or “Licensor”), the owner of the property situated in the Township of West Orange, County of Essex, State of New Jersey, known as Block 174, Lot 1 as shown on the tax maps of the Township of West Orange, (“Licensor’s Property” or “Owner’s Property”) and,

CRESTMONT COUNTRY CLUB with an office at 750 Eagle Rock Avenue, West Orange, New Jersey 07052 (the “Licensee”), the owner of the property situated in the Township of West Orange, County of Essex, State of New Jersey, known as Block 174, Lot 1.01 as shown on the tax maps of the Township of West Orange (the “Property”).

W I T N E S S E T H:

WHEREAS, the Licensee is currently utilizing a dirt road on the Owner’s Property, as depicted on the attached Exhibit A (the “License Area”); and,

WHEREAS, instead of requiring the Licensee to cease encroaching onto the Owner’s Property to utilize the License Area, the Owner has agreed to allow the Licensee to continue to use the License Area subject to the conditions and considerations set forth below;

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby incorporated into this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Grant of License. Subject to the terms of this Agreement, Licensor hereby grants to Licensee a license for the Term of this Agreement to use the License Area for the maintenance of the golf course.

2. Term. This license shall be perpetual unless it is terminated by either party pursuant to this Agreement.

3. Maintenance of License Area. Licensee agrees to maintain the License Area, at its sole cost and expense, consistent with the manner in which it maintains all other golf amenities on the Property.

4. License Fee. The Licensee agrees to pay Licensors \$0.00 per year for the term of the Agreement.

5. Termination. Licensors may terminate this Agreement if the Licensors determines, in its sole and absolute discretion, ~~if that~~ the Licensee's use of the License Area interferes in any manner with the Licensors's use of the Owners's Property or that Seller is using the Dirt Road in a manner that is inconsistent with Licensors's use of the Owners's Property.

6. Title to Owners's Property. Licensee waives any and all claims of whatsoever kind or character, including but not limited to claims of adverse possession, to any interest in the Owners's Property arising from or relating in any way to the license granted herein. This Agreement is expressly granted with the understanding that the licensed use shall not constitute adverse possession of any portion of the Owners's Property. The provisions of this paragraph shall survive the termination of this Agreement.

7. Indemnification by Licensee. Licensee agrees to defend, hold harmless, and indemnify the Licensors from any and all claims and liability, for injuries, or damages to any person or property (including those arising from any environmental conditions or hazardous substances), arising from or in any way related to: (a) this License Agreement; (b) Licensee's use of the Licensed Area; or (c) any default or breach of any term of this Agreement by Licensee.

8. Insurance. Licensee shall maintain property and casualty insurance that provides coverage for any loss or damage related to Licensee's use of the License Area which names Licensor as an additional insured with a limit of liability of \$1,000,000 for property loss and \$2,000,000 for casualty loss.

9. Severability. It is the express intent of the parties that all the provisions of this Agreement be given full force and effect as written. Should any judicial determination be made that any provision(s) of this Agreement is unenforceable for any reason, all remaining provisions of this Agreement shall remain in full force and effect as written.

10. Governing Law, Construction of Agreement, and Venue. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of New Jersey. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Essex County, New Jersey.

11. Binding Effect. This Agreement binds and inures to the benefit of the parties and their respective heirs, successors, assigns, representatives, agents, employees, and any person or entity claiming by or through them.

12. Non-Recordability. Neither party shall record this Agreement or any memorandum of this Agreement.

13. Counterparts; Signatures. This Agreement may be executed in any number of identical counterparts, including via fax, PDF or other electronic copy, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed as of the day and year written above.

LICENSOR:

TOWNSHIP OF WEST ORANGE

By: _____

LICENSEE:

CRESTMONT COUNTRY CLUB

By: _____

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
SS.:
COUNTY OF :

On this ____ day of _____, ____, before me, the undersigned, personally appeared [_____] , who, I am satisfied, is the person who signed the foregoing instrument, and he did acknowledge under oath that he signed and delivered the same in his capacity as such Manager and that the foregoing instrument is the duly authorized, voluntary act and deed of such limited liability company.

STATE OF NEW JERSEY :
SS.:
COUNTY OF _____ :

I CERTIFY that on _____, , before me, the undersigned, personally appeared _____, [_____] of [_____] , who, I am satisfied, is the person who signed the foregoing instrument, and he did acknowledge under oath that he signed and delivered the same in his capacity as such Manager and that the foregoing instrument is the duly authorized, voluntary act and deed of such limited liability company.

EXHIBIT A
(to be supplemented)

