

DEED OF TEMPORARY EASEMENT AND TEMPORARY EASEMENT AGREEMENT

This Deed of Temporary Easement and Temporary Easement Agreement made effective as of ~~April~~ ____, 2024 BY AND BETWEEN MARK CHAPLIN residing at 71 Seaman Road, Township of West Orange, County of Essex and State of New Jersey, hereinafter referred to as "GRANTOR," and THE TOWNSHIP OF WEST ORANGE, a municipal corporation of the State of New Jersey, having offices located at 66 Main Street, in the Township of West Orange, County of Essex, and State of New Jersey, hereinafter referred to as the "GRANTEE" or the "TOWNSHIP."

WITNESSETH

WHEREAS the Grantor is the sole owner of Tax Block 151.01, Block 19 on the official Tax Map of the Township of West Orange, County of Essex, State and New Jersey, also known as 71 Seaman Road, West Orange, New Jersey (hereinafter the "PREMISES"), and

WHEREAS the GRANTEE has determined that certain emergency and other repairs are needed to a sanitary sewer and/or stormwater pipe beneath the PREMISES; and

WHEREAS, the GRANTOR is willing to grant to the GRANTEE and the GRANTEE is willing to accept a temporary easement over a portion of said premises to conduct emergency repairs to sewage and/or stormwater piping and the headwall related thereto on the PREMISES; and

Said Temporary Easement shall include the right to mobilize, excavate, reconstruct drainage improvements including but is not limited to pipe, headwall, rip-rap concrete footing, compaction, grade, backfill, topsoil and seed for the purposes of stabilizing disturbed areas, preventing erosion and restoring GRANTOR's property to its condition prior to the Grantee's right-of-entry; and

WHEREAS the above-described Temporary Easement being as shown on a tax map in "Exhibit A", as a temporary construction easement in connection with the emergency repair of stormwater facility ; and

The GRANTOR hereby covenants with the GRANTEE that:

- a. The GRANTOR has good and lawful right to convey the temporary easement reference herein.
- b. The temporary easement is free and clear from encumbrances of record that might interfere with the scope of work reference herein.
- c. The GRANTEE has a stormwater sewer line that extends across a portion of the GRANTOR'S property; and

- d. GRANTOR desires to provide a permanent easement on GRANTOR'S Property once the scope of work is completed and said easement will be shown on a Survey to be obtained by the GRANTEE as soon as the same is available;
- e. GRANTREE will provide GRANTOR at least 48 hours' notice prior to the commence of the emergency repair;
- f. GRANTOR does hereby expressly permit right of entry and temporary easement to the GRANTEE for the purposes of conducting emergency repair is intended to be uninterrupted and unobstructed right of entry, under, across and over the area as shown in "Exhibit A" consisting of the right to excavate, erect, construct, install, use, impact, repair, remove, maintain and preserve the stormwater facility reference herein.
- g. GRANTOR, its successors and/or assigns shall hold harmless GRANTEE, its successors and/or assigns from and against any and all claim, liabilities, penalties, costs or other damages, whether foreseen and unforeseen, arising directly from the temporary easement reference herein.
- h. GRANTOR agrees that if any disturbance or damage is caused to the subject property as a result of the GRANTEE'S exercise of the rights and privileges afforded to it under this instrument, the GRANTEE shall restore the affected area as near as practicable to its original condition.
- i. GRANTOR agrees, acknowledges, and affirms that the temporary easement hereunder granted shall be binding upon his heirs, successors, and assigns.

NOW THEREFORE, in consideration of the sum of One (\$1.00) Dollars and other good and valuable consideration paid to the GRANTOR by the GRANTEE, GRANTOR does hereby grant unto the GRANTEE, their heirs, successors and assigns a Temporary Easement to conduct emergency repairs to the sewer and/or stormwater piping located on the Premises in the area to be prescribed by the survey to be provided by the GRANTEE to the GRANTOR.

IN WITNESS WHEREOF, the parties have hereunder affixed their hands and seals
the day and year first above written.

MARK CHAPLIN

ATTESTED

TOWNSHIP OF WEST ORANGE

Karen Carnevale, Township Clerk

_____(seal)
by: Susan McCartney, Mayor

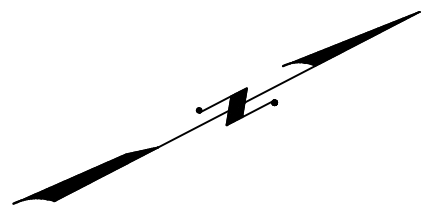
STATE OF NEW JERSEY
COUNTY OF ESSEX ss:

I CERTIFY that on May ____, 2024

Mark Chaplin personally came before me and stated to my satisfaction that he each
person executed this instrument as his own act.

EXHIBIT A

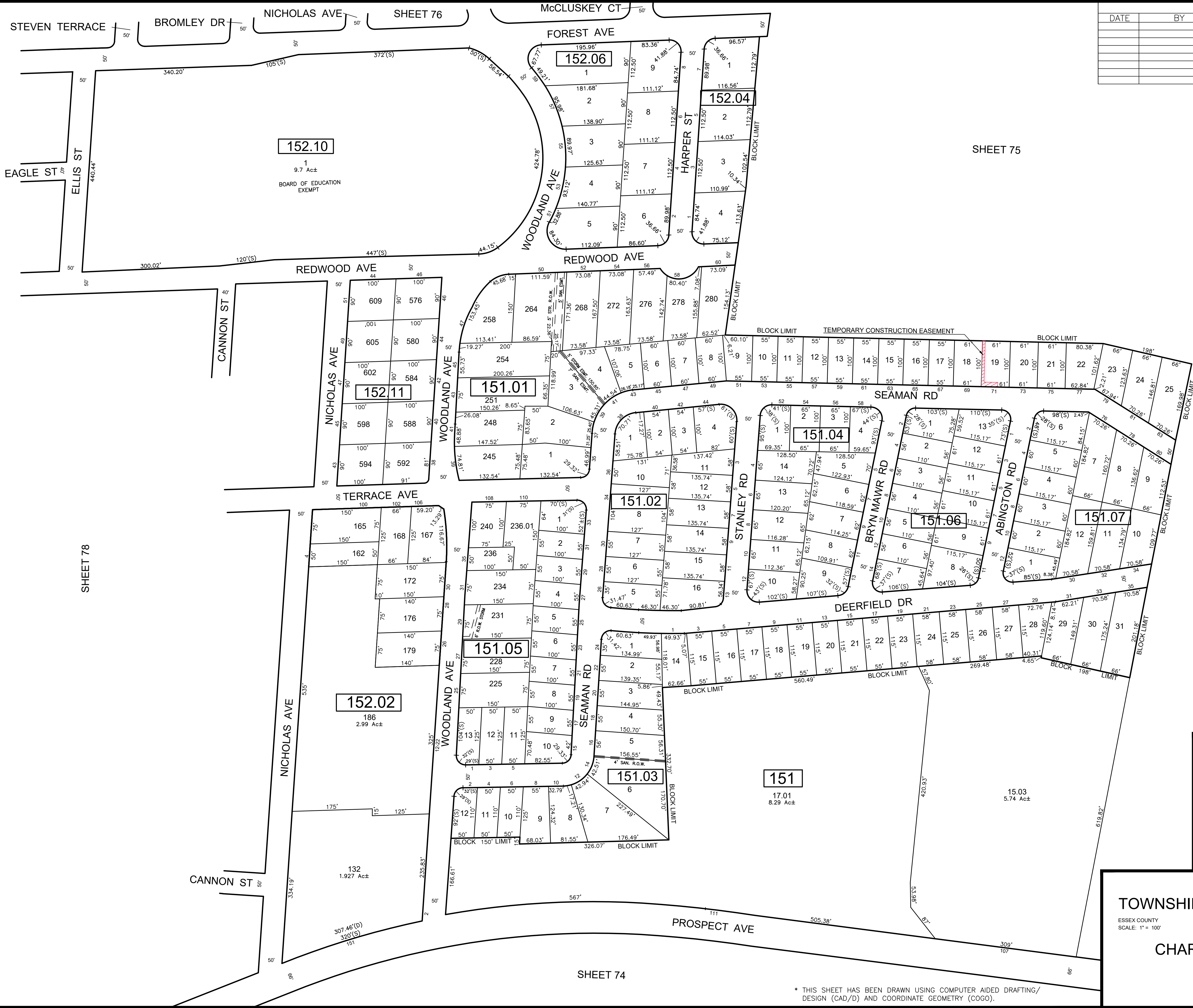
REVISIONS				
DATE	BY	LIC.NO	BLOCK	LOT



SHEET 80

SHEET 75

SHEET 75



TAX MAP
TOWNSHIP OF WEST ORANGE

ESSEX COUNTY
SCALE: 1" = 100'

NEW JERSEY
DATE: JUNE 2011

CHARLES A. ATKINSON

LICENSED LAND SURVEYOR
NEW JERSEY LICENSE NO. 33994
850 SO. WHITE HORSE PIKE
HAMMONTON, NEW JERSEY 08037
COA# 24GA27973300

* THIS SHEET HAS BEEN DRAWN USING COMPUTER AIDED DRAFTING/
DESIGN (CAD/D) AND COORDINATE GEOMETRY (COGO).