

**DEED OF PERMANENT EASEMENT AND TEMPORARY EASEMENT
AGREEMENT**

This Deed of Permanent Easement and Permanent Easement Agreement made effective as of July ____, 2024 BY AND BETWEEN 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 and residing at as "GRANTOR," and WEST ORANGE COMMUNITY HOUSE, 250 Main Street, Township of West Orange, County of Essex and State of New Jersey, hereinafter referred to hereinafter referred to as the "GRANTEE."

WITNESSETH

WHEREAS the GRANTOR is the owner of the sidewalk adjacent to the 250 Main Street, Tax Block 114, Lot 78 on the official Tax Map of the Township of West Orange, County of Essex, State and New Jersey (hereinafter the "PREMISES"), and

WHEREAS the GRANTEE has determined that it must build a staircase beginning on the sidewalk to the PREMISES, the location of which is described in Exhibit "A;" and

WHEREAS, the GRANTOR is willing to grant to the GRANTEE and the GRANTEE is willing to accept an easement over a portion of said premises to construct a staircase to the PREMISES from the southwesterly line of Erwin Place; and

WHEREAS the above described Easement being as shown on a survey attached hereto as Exhibit "A;" and

WHEREAS, GRANTEE will provide GRANTOR at least forty-eight (48) hours notice prior to the commencement of the construction of the staircase described herein after securing the necessary State, Municipal and County permits; and

WHEREAS, GRANTEE agrees that if any disturbance or damage is caused to the PREMISES and/or sidewalk adjacent to the PREMISES as a result of GRANTEE's exercise of the rights and privileges afforded to it under this agreement, the GRANTEE shall restore the PREMISES and/or adjacent sidewalk to its original condition, or as near as practicable to same; and

WHEREAS, GRANTEE, its successors and/or assignees shall hold harmless GRANTOR, its successors and/or assignees from an against any and all claim, liabilities, penalties, costs or other damages, whether foreseen or unforeseen, arising directly from the temporary easement referenced herein;

WHEREAS, GRANTEE accepts and warrants that it is responsible for the maintenance of the sidewalk abutting the PREMISES and any and all claims made against the GRANTOR related to the condition of the sidewalk abutting the PREMISES; and

WHEREAS, GRANTEE understands and accepts that if any tree is removed for the purpose of effectuating the terms of this agreement, GRANTEE shall replace the tree(s) and is responsible to contact the Township Forester to determine where the replacement tree shall be located; and

WHEREAS, after construction of the staircase, GRANTEE shall provide an as-built survey to the Township Zoning Official and Township Engineer showing the current condition; and

WHEREAS, if the construction of the staircase disturbs or otherwise alters the condition of the sidewalk abutting the PREMISES, GRANTEE indemnifies the TOWNSHIP from any causes of action that may arise related to the condition of the sidewalk in front of the PREMISES; and

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.

WEST ORANGE COMMUNITY HOUSE

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 July ____, 2024

A representative of West Orange Community House personally came before me and
stated to my satisfaction that he each person executed this instrument as his own act.

EXHIBIT A

NOTE:
SURVEY INFORMATION TAKEN
FROM SURVEY PREPARED BY:
RICHARD J. HINGOS INC.
PROFESSIONAL LAND
SURVEYORS
539 VALLEY ROAD
P.O. BOX 43752
UPPER MONTCLAIR, NJ 07043
TELEPHONE (973) 783-1114
DATED 12/8/2017

EXISTING BUILDING

EDWIN PLACE

MAIN STREET

ARCHITECTURAL SITE PLAN

SCALE: 1/8" = 1'-0"

1



dicara | rubino architects
30 galesi drive, wayne, nj 07470
tel 973.256.0202

MEMBERS OF THE AMERICAN INSTITUTE OF ARCHITECTS

RGW

ALLEN BARNETT, AIA	NJ #	21AI01626200
ALLISON SROKA, AIA	NJ #	21AI02087600
RODERICK WATKINS, AIA	NJ #	21AI01625700

NOT VALID FOR BUILDING UNLESS SIGNED AND SEALED BY ARCHITECT

X
Board President of Schools, XX

X
Superintendent of Schools, XX

DO NOT SCALE THE DRAWINGS. USE CALCULATED DIMENSIONS
 SCALES INDICATED REFER TO SHEETS PRINTED AT FULL SIZE
 AND ARE NOT APPLICABLE TO REDUCED DRAWINGS.

CLASSROOM RENOVATION AT:

250 MAIN STREET
WEST ORANGE, NJ 07052



WEST ORANGE PUBLIC SCHOOLS

OVERALL
FIRST FLOOR PLAN

[illegible]

STATE PROJECT NO.
5680-301-13-5680

PROJECT NO.

4226

SHEET NO.

AS1.1