

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

This Deed of Temporary Easement and Temporary Easement Agreement made effective as of August 6, 2024 BY AND BETWEEN H&L ORANGE LLC residing at 55-117 Longview Street, 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 71.02, Lot 1 on the official Tax Map of the Township of West Orange, County of Essex, State and New Jersey, also known as 55-117 Longview Street, West Orange, New Jersey and commonly known as the Hutton Lafayette at West Orange apartment complex (hereinafter the "PREMISES"), and

WHEREAS the GRANTEE has determined that certain emergency and other repairs are needed to various outfall stormwater pipes beneath the PREMISES; and

WHEREAS, the GRANTOR is willing to grant to the GRANTEE and the GRANTEE is willing to accept a temporary construction easement including a temporary construction staging area over a portion of said premises to conduct emergency repairs to various stormwater pipes and associated headwalls related thereto on the PREMISES; and

WHEREAS the above described a Temporary Construction Easement is needed to perform the emergency repair at various locations where the stormwater pipes and outfalls are located as shown on a survey attached hereto as Exhibit "A" for unit 8, between units 6 & 7, 7& 8 abutting Randolph Place, and units 4 & 5, abutting McClellan Terrace (the "EASEMENT AREA"); 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 Construction Easement to conduct emergency repairs to the stormwater pipes and associated headwalls located on the Premises in the EASEMENT AREAS to be prescribed by the survey to be provided by the GRANTEE to the GRANTOR. In the event the GRANTEE or any of its duly authorized agents causes or inflicts any damage upon the GRANTOR's property while exercising the rights granted pursuant to this deed of temporary easement, the property shall be restored by the GRANTEE to the condition in which it had existed prior to said maintenance and/or repair work. This easement is temporary and will expire and terminate on _____, 2024 unless the parties agree, in writing, to extend the term of the easement rights granted by this document.

This easement contains the right to enter upon and pass along the EASEMENT AREA equipment, personnel and materials to install, inspect, operate or to rebuild, redesign, replace, repair, remove and maintain, the underground utility structures that are within the EASEMENT AREA.

The GRANTEE will coordinate access to the EASEMENT AREA through the GRANTOR'S representative listed below:

GRANTOR TO PROVIDE CONTACT INFORMATION

GRANTEE shall defend, indemnify and hold harmless GRANTOR against, and shall save GRANTOR harmless from, and shall reimburse GRANTOR with respect to, any and all claims, demands, actions, causes of action, injuries, orders, losses, liabilities (statutory or otherwise), obligations, damages, fines, penalties, costs and expenses (including without limitation, reasonable attorneys' fees and expenses) incurred by, imposed upon or asserted against GRANTOR by reason of any accident, injury (including death at any time resulting therefrom) or damage to any person or property arising out of this Temporary Easement Agreement and resulting from the negligence or intentional acts of GRANTEE or by any employee, licensee, invitee or agent of GRANTEE.

This Temporary Easement Agreement may not be orally cancelled, changed, modified or amended and no cancellation, change, modification or amendment shall be effective unless in writing and signed by each of the parties hereto. This Temporary Easement Agreement shall be governed by and construed in accordance with the substantive laws of the State of New Jersey without regard to conflict of laws principles. This Temporary Easement Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original instrument and all of which together shall constitute one and the same instrument. This Temporary Easement Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof

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

H&L ORANGE LLC

By: _____
Managing Member

ATTESTED

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale, R.M.C.
Municipal Clerk

_____(seal)
by: Susan McCartney, Mayor

STATE OF NEW JERSEY
COUNTY OF ESSEX ss:

I CERTIFY that on August _____, 2024

A representative of H&L Orange LLC personally came before me and stated to my satisfaction that he each person executed this instrument as his own act.

EXHIBIT A