

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

This Deed of Temporary Easement and Temporary Easement Agreement made effective as of September ____, 2024 BY AND BETWEEN LINDA FINNEY residing at 9 Nelson Court, 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 168, Lot 10.05 on the official Tax Map of the Township of West Orange, County of Essex, State and New Jersey, also known as 9 Nelson Court, West Orange, New Jersey (hereinafter the "PREMISES"), and

WHEREAS the GRANTEE has determined that certain immediate improvements and other repairs are needed to prevent raw sewage from a portion of the sanitary sewer main beneath the PREMISES to discharge into the residence; 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 conduct the following repairs on the PREMISES: installation of a pump station that includes a tank with pump, check valves, covers, conduit and associated amenities for an operational station. For the work to be completed; excavation will need to be performed, backfill for trench, installation of electrical connections and conduit, restoration and topsoil and seeding all disturbed areas; and

WHEREAS the GRANTEE further agrees to be responsible for the maintenance and repair of the future pump station improvements and its components at their premises as necessary to protect and maintain a functional pump station; and

WHEREAS the above-described Temporary Easement being as shown on a survey to be obtained by the GRANTEE as soon as the same is made available; 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 portion of the sanitary sewer line that extends across a portion of the GRANTOR'S property; and
- d. GRANTREE will provide GRANTOR at least 48 hours' notice prior to the commence of the emergency repair;
- e. GRANTOR does hereby expressly permit right of entry and temporary easement to the GRANTEE for the purposes of conducting the installation of

the pump station, grinder pumps and all other necessary components for a functional station with the intent of access 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, and impact property;

- f. 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.
- g. 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.
- h. 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.

LINDA FINNEY

ATTESTED

TOWNSHIP OF WEST ORANGE

Karen J. Carnevale, Township Clerk

_____(seal)
by: Susan McCartney, Mayor

STATE OF NEW JERSEY
COUNTY OF ESSEX ss:

I CERTIFY that on September ____, 2024

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

EXHIBIT A

[TO BE SUPPLIED]