

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

This Deed of Temporary Easement and Temporary Easement Agreement made effective as of October 29, 2024 BY AND BETWEEN RIGHT AT HOME ESSEX COUNTY residing 735 Northfield 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 166, Lot 59 on the official Tax Map of the Township of West Orange, County of Essex, State and New Jersey, also known as 735 Northfield Road, West Orange, New Jersey (hereinafter the "PREMISES"), and

WHEREAS the GRANTEE has determined that certain emergency and other repairs are needed to demolish and replace the existing pump station located 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 access over a portion of said premises to allow the Township and/or its' contractor to install approximately 255 linear feet or 8" PVC sanitary sewer main within the existing 8 ft. sanitary sewer easement in order to demolish the existing pump station and reroute and connect the existing sanitary sewer laterals to the new sewer main located beneath PREMISES as described in Exhibit "A;" and

WHEREAS, said Temporary Easement shall include the right to mobilize, excavate, construct sanitary sewer improvements including but is not limited to pipe, manholes, compaction, grade, backfill, pavement restoration and 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

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 sanitary sewer line that extends across a portion of the GRANTOR'S property; and

- d. GRANTRE will provide GRANTOR at least 48 hours' notice prior to the commence of the emergency repair;
- e. 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.
- f. 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.
- g. 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 Construction Easement to conduct emergency repairs to the pump station 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.

RIGHT AT HOME OF ESSEX
COUNTY

By: _____
Melodie M. Toby
Owner

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 October ____, 2024

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

EXHIBIT A