

DEED OF TEMPORARY EASEMENT AND TEMPORARY EASEMENT AGREEMENT

This Deed of Temporary Easement and Temporary Easement Agreement made effective as of May ____, 2025 BY AND BETWEEN WEST ORANGE SENIOR HOUSING URBAN RENEWAL LLC with an office at 60 Bergen Avenue, Teaneck N.J. 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 68, Lot 1.01 on the official Tax Map of the Township of West Orange, County of Essex, State and New Jersey, also known as 46 Mount Pleasant Avenue, West Orange, New Jersey (hereinafter the "PREMISES"), and

WHEREAS the GRANTEE has determined that in order to install electric vehicle charging bays at the PREMISES, an easement is needed to conduct the installation on 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 sixteen (16) feet of conduits and cables running beneath PREMISES as described in Exhibit "A;" and

WHEREAS, said Temporary Easement shall include the right to mobilize, excavate, utilize the area for staging, install the necessary conduits for the purposes of installing electric vehicle charging stations including but is not limited to backfill, and restoration of premises on the GRANTOR's property; 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. GRANTEE will provide GRANTOR at least 48 hours' notice prior to the commence of the installation of the electric vehicle charging bays.
- d. GRANTEE 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 to the reasonable satisfaction of GRANTOR.
- e. GRANTOR agrees, acknowledges, and affirms that the temporary easement hereunder granted shall be binding upon its 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 install the necessary conduit for the installation of the electric vehicle charging stations on the Premises in the EASEMENT AREA 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 to the reasonable satisfaction of GRANTOR. This easement is temporary and will expire and terminate on December 31, 2025 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:

Joseph Alpert
The Alpert Group LLC
60 Bergen Avenue
Teaneck, New Jersey

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.

**WEST ORANGE SENIOR HOUSING
URBAN RENEWAL LLC**

By: _____
Joseph Alpert, Managing Member

TOWNSHIP OF WEST ORANGE

By: _____
Susan McCartney, Mayor

ATTESTED:

Karen Carnevale, R.M.C
Township Clerk