

TEMPORARY EASEMENT AND ACCESS AGREEMENT

This Temporary Easement and Access Agreement made effective as of September 29, 2026 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 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”, including, but not limited to, the outfalls on the northerly and southerly sides of Garage G-3, otherwise depicted as one between units 7&8 and one on the southerly side of unit 8, abutting Randolph Place, along with any other area that the parties mutually agree to (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 as follows:

- 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 referenced herein;
- c. The temporary easement contains the right to enter upon and pass along the EASEMENT AREA equipment, personnel, agents, officers, 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, as well as to store equipment and materials within the EASEMENT AREA during the life of the Temporary Easement and Access Agreement;
- d. GRANTREE will provide GRANTOR at least 48 hours' notice prior to the commencement of the work;
- e. GRANTOR does hereby expressly permit the uninterrupted and unobstructed right of entry, under, across and over the area shown in "Exhibit A" to the GRANTEE for the purposes of the emergency repair at various locations where the stormwater pipes and outfalls;
- 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 referenced 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 and as soon as practical, and GRANTEE shall provide additional access rights and construction rights for GRANTOR to perform the same;
- h. 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;

i. GRANTOR agrees, acknowledges, and affirms that the temporary easement hereunder granted shall be binding upon his heirs, successors, and assigns;

j. This easement is temporary and will expire and terminate on _____, 2026 unless the parties agree, in writing, to extend the term of the easement rights granted by this document;

k. The temporary easement 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.

l. The temporary easement 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;

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

Allison Cartin, VP of Operations
Fieldstone Properties I, LLC
11 Wisteria Drive
Fords, New Jersey 08863
(732) 225-2525 x 203;

n. 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.

ATTESTED

TOWNSHIP OF WEST ORANGE

By: Karen J. Carnevale, Township Clerk

By: Susan McCartney, Mayor

H&L ORANGE LLC

STATE OF NEW JERSEY :
COUNTY OF ESSEX :

By:
{Seal}

SS:

I CERTIFY that on _____, 2026, 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.

BE IT REMEMBERED on this _____ day of _____, 2026, before me, the subscriber, personally appeared, _____, **GRANTEE**, who I am satisfied is the person named in and who executed the within instrument, and thereupon they acknowledged that they signed, sealed and delivered the same as their act and deed, for the purposes therein expressed.

EXHIBIT A

[TO BE SUPPLIED]