296-26

TEMPORARY EASEMENT AND SETTLEMENT AGREEMENT

This Deed of Temporary Easement and Temporary Easement Agreement made effective as of November 10, 2026 BY AND BETWEEN MELISSA AND DANA ROBINSON residing at 11 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 10.04 on the official Tax Map of the Township of West Orange, County of Essex, State and New Jersey, also known as 11 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, GRANTEE shall make such improvements and other repairs in its sole discretion, in exchange for written acknowledgement from GRANTOR that the Township's actions both past and present have not created any obligation for any maintenance or repairs as well as a waiver of any claims associated with the same; 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 does not assume any obligation to repair, maintain, or replace the sanitary sewage pump system, and hereby further disclaims any further claims of liability or responsibility to inspect, maintain, or repair, or replace said system; 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

It is hereby agreed that:

1. All above recitations are included in this Agreement by reference.

2. The GRANTOR has good and lawful right to convey the temporary easement referenced herein.

3. GRANTOR represents that the temporary easement is free and clear from encumbrances of record that might interfere with the scope of work reference herein.

4. GRANTEE will provide GRANTOR at least 48 hours' notice prior to the commence of the work.

5. GRANTOR agrees, at its sole cost and expense, to waive, release, indemnify, defend against, and satisfy all claims and/or judgments, both known and unknown, and hold harmless GRANTEE, including its employees, officers, agents, servants, representatives, and officials from and against any and all claims, actions, costs, penalties, losses, damages, liabilities, judgments, demands, and expenses, including, but not limited to, attorneys' fees and defense costs which arise out of the performance of this Agreement and any past services, provided by the Township, including, but not limited to the pump inspection and maintenance/repair of the same.

6. GRANTEE has, beyond the scope of this Agreement, no further obligations to GRANTOR regarding the subject matter of this Agreement. GRANTOR acknowledges ownership and responsibility for its sanitary sewage pump system and no further liability or continued obligations of GRANTEE with regard to same.

7. Nothing herein shall be construed to be an offer or obligation to inspect, maintain, or repair said systems, and both GRANTOR and GRANTEE acknowledge that this Agreement does not create any ongoing obligations on the part of GRANTEE beyond this one-time agreement, and its is further acknowledged that GRANTEE must not and will not perform these services

TERMS OF TEMPORARY EASEMENT

1. GRANTEE is authorized to utilize GRANTOR'S property to the extent necessary (to accomplish it's tasks as set forth herein) for ingress, egress, repair, maintenance, replacement, and storage of parts, supplies, and equipment, necessary to effectuate GRANTEE'S obligations under this Agreement.

2. 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, in a good workman-like manner.

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

4. The Temporary Easement shall expire twelve (12) months after execution.

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.

_____
MELISSA ROBINSON

_____
DANA ROBINSON

ATTESTED

TOWNSHIP OF WEST ORANGE

_____ _____(seal)
Karen J. Carnevale, R.M.C. by: Susan McCartney, Mayor
Township Clerk

STATE OF NEW JERSEY
COUNTY OF ESSEX ss:

I CERTIFY that on November ____, 2026

Melissa and Dana Robinson personally came before me and stated to my satisfaction that each person executed this instrument as their own act.

EXHIBIT A

[TO BE SUPPLIED]