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73583

GRANT OF EASEMENT

THIS GRANT OF EASEMENT, made this 23rd day of August, 1982, by and between:

LAKE PARSIPPANY PROPERTY OWNERS ASSOCIATION, a non-profit association of the State of New Jersey, with offices at P.O. Box 62, Club House, Parsippany, New Jersey,

(Hereinafter, "Owner")

and:

TOWNSHIP OF PARSIPPANY-TROY HILLS, County of Morris, State of New Jersey, a municipal corporation of the State of New Jersey, with offices at 1001 Parsippany Boulevard, Parsippany, New Jersey 07054,

(Hereinafter, "Township")

WITNESSETH:

WHEREAS, the Owner is in possession of certain property in the Township of Parsippany-Troy Hills, more particularly described as Lot 8, Block 360 on the Official Tax Map of the Township; and

WHEREAS, the Township desires to obtain a municipal utility easement from said Owner in connection with the installation, construction, utilization, maintenance, repair and replacement of a certain sedimentation basin and facilities and appurtenances; and

WHEREAS, the Owner is desirous of granting the Township said easement.

NOW, THEREFORE, IN CONSIDERATION OF the sum of ONE DOLLAR and such other good and valuable consideration in hand paid by the Township and the mutual undertakings herein contained, the Owner hereby gives and grants and conveys to the Township, its successors and assigns, in perpetuity, an easement for the purposes hereinafter set forth across, under, along, over and through the following premises being in the Township of Parsippany-Troy Hills, County of Morris, State of New Jersey and more particularly described on Schedules "A" and "B" attached hereto and made a part hereof.

COUNTY OF MORRIS	
CONSIDERATION	1.00
REALTY TRANSFER FEE	<i>[Signature]</i>
DATE	FEB 1 1983
BY	L.I.A.

PAID  
3.00  
Tax stamp

The Owner further gives, grants and conveys to the Township a temporary easement on lands contiguous to said permanent easement as said temporary easement appears in Schedules "A" and "B", which temporary easement shall be utilized by the Township or its contractor or its or their servants or agents during the construction of any municipal utility within said easement as aforesaid for ingress and egress and for construction purposes. The temporary easement shall be abandoned and cease upon the completion and acceptance of the construction work.

The easements granted herein shall include the right to install, rebuild, replace, reconstruct, repair, maintain, utilize and replace a sedimentation basin, facilities and appurtenances necessary and related thereto in and upon, under, through and along said lands, the right of the beneficiary of this easement, their agents, servants, employees, contractors and licensees of ingress and egress in and upon said lands until the completion of any such installation, construction, utilization, maintenance, repair, rebuilding, reconstruction, or replacement of the said installation and appurtenances is included herein on the condition, however, that the party making said installations and/or repairs, upon completion of any said work, shall remove all materials, tools, equipment, building and debris from the said premises and generally restore the property as nearly as possible to the same condition as it may have been prior to the undertaking of said work, exclusive of the replacement of any trees and shrubs.

The Owner of the property herein shall have the right to use the property except as may otherwise appear herein or to be inconsistent with the rights hereby established and the Owner shall not erect or cause to be erected, installed or placed upon the premises herein described or part thereof, the erection, installation or placement of any building or structure on or over or interfering with the construction, maintenance or other operation of the sedimentation basin facilities and appurtenances to be constructed, installed, utilized, maintained, repaired, replaced or reconstructed in accordance with this Instrument.


The Owner covenants and represents that they are lawfully seized and possessed of the lands herein described on Schedules "A" and "B" and that they have good and lawful right and title to convey said lands and any interest therein. The within grant is subject, however, to any and all existing easements and rights of ingress and egress of record.

The covenants and easements herein granted shall run with the land and shall be construed as running with the land and the same shall be binding upon the parties hereto, their heirs, assigns or successors in title or interest in perpetuity.

IN WITNESS WHEREOF, the parties have herunto caused these presents to be signed, sealed and acknowledged on the day and year as indicated on the acknowledgments attached hereto and made a part hereof.

ATTEST:

LAKE PARSIPPANY PROPERTY OWNERS ASSOCIATION

 ATTEST:  
Mary Lou Wilson  
MARY LOU WILSON, Secretary

By: Stephen B. Kratt  
STEPHEN B. KRATT, President

ATTEST:

TOWNSHIP OF PARSIPPANY-TROY HILLS

Elmer C. Vreeland  
ELMER C. VREELAND, Clerk

By: Frank B. Priore  
FRANK B. PRIORE, Mayor

SEDIMENTATION BASIN EASEMENT #2  
LOT 8, BLOCK 360  
PARSIPPANY-TROY HILLS TOWNSHIP

BEGINNING at a point in the southerly right of way line of Lake Shore Drive, said point being distant the following courses from the intersection of the center line of Atlantic Drive with the center line of Lake Shore Drive, as shown on a map entitled "Third Map of Lake Parsippany," filed in the Morris County Clerk's Office May 18, 1933 as map #940:

- a) In a southwesterly direction along the center line of Lake Shore Drive, S 35° 58' 30" W 217.66 feet to a point; thence
- b) In a southeasterly direction and a right angle to the center line of Lake Shore Drive 22.71 feet to the point of BEGINNING

and running thence:

- 1) In a southeasterly direction through Lot 8 and Block 360 and into the waters of Lake Parsippany S 40° 30' E 220.0 feet ± to a point; thence
- 2) In a southwesterly direction and still through Lot 8 and Block 360, S 49° 30' W 123.76 feet ± to a point; thence
- 3) In a northwesterly direction and still through Lot 8, Block 360, N 40° 30' W 216.98 feet ± to a point on the southerly right of way line of Lake Shore Drive; thence
- 4) In a northeasterly direction along the southerly right of way line of Lake Shore Drive on a curve concave to the northwest having a radius of 525.0 feet and an arc length of 124.09 feet to the point or place of BEGINNING:

Containing 26,737.9 square feet more or less.

In addition to the above Permanent Easement, it is the intent of this description to provide for a Temporary Construction Easement as follows:

Beginning at the point of BEGINNING of the above permanent easement on the southerly right of way line of Lake Shore Drive and running thence:

- 1) In a northeasterly direction along the southerly right of way line of Lake Shore Drive on a curve concave to the northwest having a radius of 525.0 feet and an arc length of 49.09 feet to a point of tangency; thence
- 2) In a northeasterly direction and still along the same N 35° 58' 30" E 3.98 feet to a point; thence

- 3) In a southeasterly direction and through Lot 8 and Block 360, S 40° 30' E a distance of 283.0 feet ± to a point in the waters of Lake Parsippany; thence
- 4) In a southwesterly direction still through Lot 8 and Block 360, S 49° 30' W 225.5 feet ± to a point; thence
- 5) In a northwesterly direction and still through Lot 8 and Block 360, N 40° 30' W 276.9 feet ± to a point on the southerly right of way line of Lake Shore Drive; thence
- 6) In a northeasterly direction along the southerly right of way line of Lake Shore Drive on a curve concave to the northwest, having a radius of 525.0 feet and an arc length of 50.19 feet to a point; thence
- 7) In a southeasterly direction and along the second course of the above described easement in a reversed direction S 40° 30' E 216.98 feet ± to a point; thence
- 8) In a northeasterly direction and along the second course of the above described easement in a reversed direction N 49° 30' E 123.76 feet ± to a point; thence
- 9) In a northwesterly direction and along the first course of the above described easement in a reversed direction N 40° 30' W 220.0 feet ± to the point or place of BEGINNING.

Containing 34,544.8 square feet more or less.

LAKE SHORE DR.

EDGE OF PAVE.

N 62°19'10" E  
50.0'

L=18.02'  
Δ=1°58'01"

L=50.19'  
Δ=5°28'38"

49.0'

R=525.0'

EDGE OF

PERMANENT EAS  
26,737.9 ± sq. ft.

LAKE

276.90' ±

216.98' ±

N 40°30' W

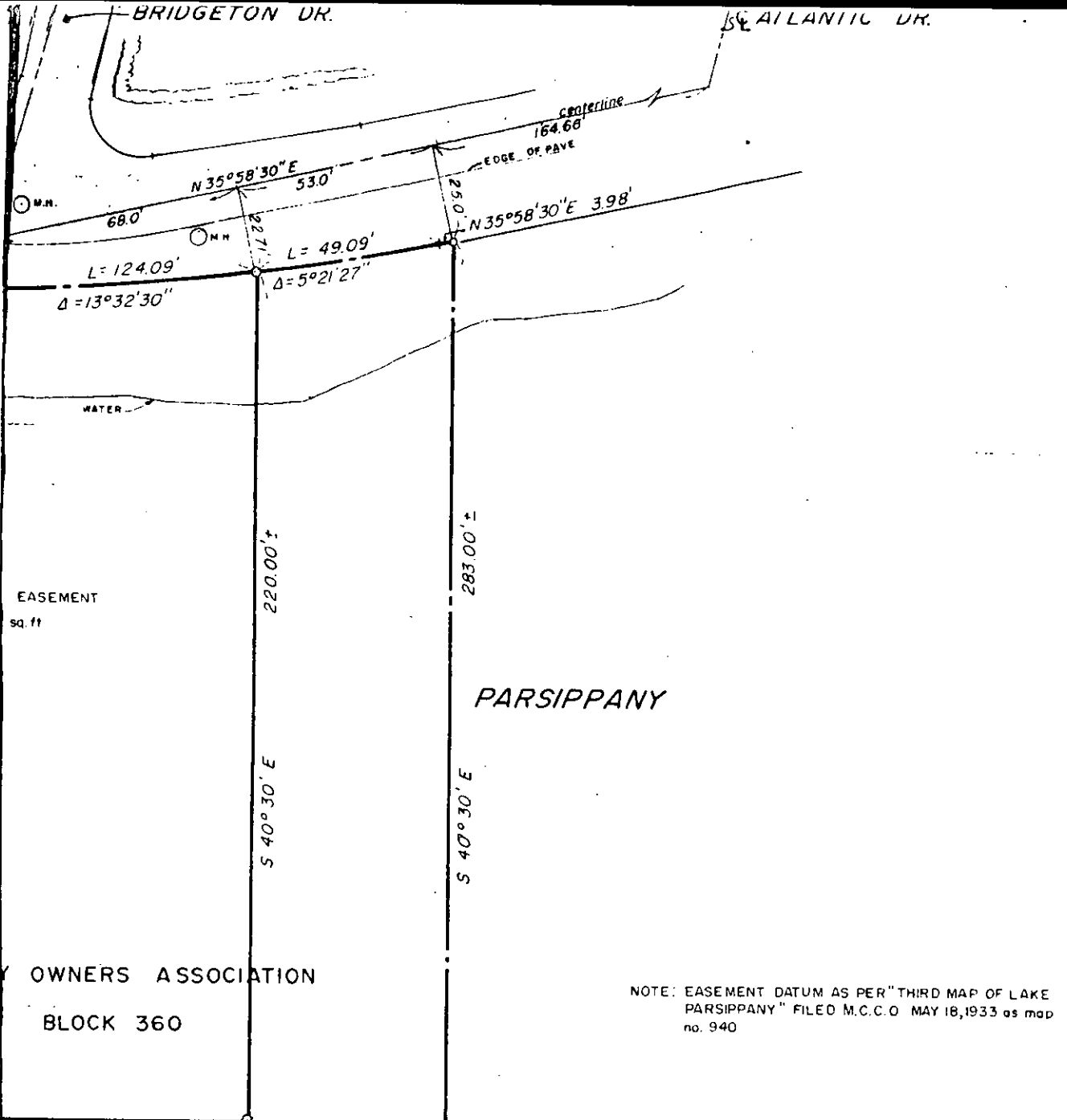
N 40°30' W

LAKE PARSIPPANY PROPERTY OF  
LOT 8

S 49°30' W

TEMPORARY EAS  
34,544.8 ± sq. ft.

S 49°30' W



NOTE: EASEMENT DATUM AS PER "THIRD MAP OF LAKE  
 PARSIPPANY" FILED M.C.C.O. MAY 18, 1933 as map  
 no. 940

SEDIMENTATION BASIN EASEMENT #2  
 LOT 8 BLOCK 360  
 TOWNSHIP OF PARSIPPANY - TROY HILLS  
 MORRIS COUNTY NEW JERSEY

*Nicholas J. Wunner*  
**NICHOLAS J. WUNNER**  
 Professional Engineer & Land Surveyor N.J. Lic. No. 22704  
 Professional Planner N.J. Lic. No. 1796

**ANDERSON AND DENZLER ASSOC., INC.**  
 CONSULTING ENGINEERS  
 519 RIDGEDALE AVE. EAST HANOVER, NJ 07936

SCALE • 1" = 30'	DESIGNED BY •	DRAWN BY • N.W.
DATE • 9/17/82	SURVEYED BY • J.W.	FILE NO. • 82-554

STATE OF NEW JERSEY, COUNTY OF MORRIS

SS.:

I CERTIFY that on December 11, 1982


personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the secretary of LAKE PARSIPPANY PROPERTY OWNERS ASSOCIATION, the corporation named in the attached document;
- (b) this person is the attesting witness to the signing of this document by the proper corporate officer who is the President of the corporation;
- (c) this document was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (d) this person knows the proper seal of the corporation which was affixed to this document; and
- (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on  
December 11, 1982

Mary Lou Wilson  
(Print name of attesting witness below signature)

Secretary

Michael D. Croce  

 MICHAEL F. DEBROCE  
 NOTARY PUBLIC OF NEW JERSEY  
 My Commission Expires April 15, 1987  
Edward J. Buzak  
 N.J. Notary Public Seal No. 13-13 (Print signature below signature)  
 Edward J. Buzak, Esq.




STATE OF NEW JERSEY:

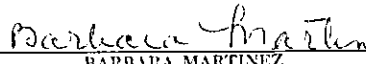
SS:

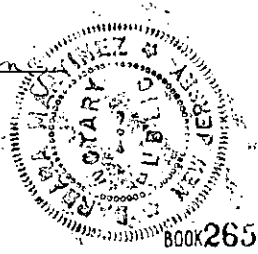
COUNTY OF MORRIS

BE IT REMEMBERED, that on this 31<sup>ST</sup> day of DECEMBER, in the year of Our Lord, One Thousand Nine Hundred & Eighty-two, before me, the subscriber, a Notary Public of New Jersey, personally appeared Elmer C. Vreeland who being by me duly sworn on his oath, doth depose and make proof to my satisfaction that he is the clerk of the TOWNSHIP OF PARSIPPANY-TROY HILLS, a municipal corporation the corporation named in the within Instrument, that Frank B. Priore is the Mayor of said municipality; that the execution, as well as the making of this instrument has been duly authorized by a proper resolution of the Governing Body of the said municipality; that deponent well and truly knows the corporate seal of said municipality; and the seal affixed to said instrument is such seal and was thereto affixed, and said instrument signed and delivered by said Frank B. Priore as and for his voluntary act and deed and as and for the voluntary act and deed of said municipality, in the presence of deponent, who thereupon subscribed his name thereto as witness.

  
Elmer C. Vreeland, Clerk

Sworn and subscribed to before me at the date aforesaid

  
BARBARA MARTINEZ  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires June 12, 1985



RECEIVED

FEB 1 9 59 AM '82

*Deborah M. ...*  
MORRIS COUNTY CLERK

GRANT OF EASEMENT

LAKE PARSIPPANY PROPERTY  
OWNERS ASSOCIATION

to:

TOWNSHIP OF PARSIPPANY-  
TROY HILLS

Dated: August 23, 1982

Record and return to:

VILLORESTI AND BUZAK, ESQS.  
360 Hawkins Place  
Boonton, New Jersey 07005  
(201) 335-0004