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AGREEMENT

THIS AGREEMENT, made this 7th day of May, 1982, by and between

TOWNSHIP OF PARSIPPANY-TROY HILLS, a municipal corporation of the State of New Jersey, with offices at the Municipal Building, 1001 ParsIPPany Boulevard, ParsIPPany, New Jersey 07054,

(Hereinafter, "Township")

and

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

(Hereinafter, "L.P.O.A.")

WITNESSETH:

WHEREAS, the L.P.O.A. is the private owner of certain real estate including a certain body of water designated as "Lake ParsIPPany" and various parcels of land surrounding said body of water; and

WHEREAS, the New Jersey Department of Environmental Protection hereinafter, "NJDEP", has issued a report dated October 11, 1979 and the Army Corps of Engineers has also issued a report dated September 12, 1979, relating to the condition of Lake ParsIPPany and the integrity of its dikes, dams and spillways; and

WHEREAS, said reports of the NJDEP and the Army Corps of Engineers have mandated that certain extensive repair work be performed to Lake ParsIPPany, said reports being incorporated herein by reference; and

WHEREAS, the Township has commenced a project known as Contract 5-9, which involves the construction of various improvements in an effort to satisfy the requirements of the NJDEP and the Army Corps of Engineers.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises, covenants and representations herein contained, the parties hereto, for themselves, their heirs, successors and assigns, hereby agree as follows:

*Ed.  
3.22*

1. The Township has heretofore commenced construction work at Lake Parsippany in accordance with the plans and specifications prepared for it by its Consulting Engineers, Bienstock and Lucchesi, P.A., of 779 Littleton Road, Parsippany, New Jersey, and commonly referred to as Contract S-9.

2. The cost of all construction work at Lake Parsippany shall be borne by the Township. The Township represents that the dam constructed under Contract S-9 has been constructed in accordance with the plans and specifications commonly known as Contract S-9, prepared by Bienstock and Lucchesi, P.A., its Consulting Engineers, which plans and specifications are in accordance with proper engineering practice and design. Acts of maintenance or repair by the L.P.P.O.A. shall not hereafter alleviate the Township from its liability regarding the structural design criteria of the dam. The L.P.P.O.A. shall be responsible for all maintenance and repair of the construction improvements unless the need for the maintenance and repair has been caused through the fault of the contractor or Consulting Engineers.

3. The Township represents that its agreement with the contractor provides that the contractor and/or the Township, during construction, shall indemnify and hold harmless and defend the L.P.P.O.A. from any and all claims, including, but not limited to, claims for losses, either to personal or real property in connection with said construction work unless said claims challenge the right of the L.P.P.O.A. to grant the rights set forth in this agreement. The Township represents that its agreement with the contractor provides for certain insurance coverage from the contractor or its agents, which insurance coverage names the Township and the L.P.P.O.A. as additional insureds.

4. Any and all trees which must be cut down, including stumps, have been approved by the NJDEP. All trees located on the real property of the L.P.P.O.A. shall remain the property of the L.P.P.O.A. and the contractor shall cut the same and deposit them at a location or locations designated by the L.P.P.O.A.

5. Upon completion of all work, the Township and/or its contractor shall remove all materials, tools, equipment, building and debris from the premises and generally restore the surface of the land as nearly as possible to the same condition as it may have been prior to the undertaking of said work. Such restoration will include regrading and seeding, as determined by the mutual consent of the parties. The Township agrees to remove the construction trailer presently on L.P.P.O.A. property no later than May 26, 1982.

6. No additional water shall be removed from Lake Parsippany without the express written consent of the L.P.P.O.A.

7. The Township represents that all work performed in connection with Contract S-9 conforms to the mandate as set forth in the NJDEP report and the report of the Army Corps of Engineers, hereinbefore set forth.

8. Nothing herein shall be construed to affect the private status of Lake Parsippany and its certain real estate, it being understood that the use of the Lake and the certain real estate is limited to the membership of the L.P.P.O.A.

9. All improvements constructed on the property of the L.P.P.O.A. shall be owned by the L.P.P.O.A.

10. Except as provided in this agreement, nothing herein shall be construed to compel or permit the Township to perform any additional work or improvements in connection with this project.

11. The L.P.P.O.A. hereby grants the Township the rights of ingress and egress to the improvements being constructed under Contract S-3, during the period of construction and during the one year maintenance period under Contract between the Township and its contractor. The L.P.P.O.A., however, shall be advised of such ingress and egress occurring during said maintenance period.

12. Except as set forth herein to the contrary, the parties, by execution of this agreement, hereby release and remise any and all claims that each might have against the other up to the date of the execution of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their corporate seals to be affixed hereto the day and year as indicated in the acknowledgments attached hereto and made a part hereof.

ATTEST:

Elmer C. Vreeland  
Elmer C. Vreeland, Clerk

TOWNSHIP OF PARSIPPANY-TROY HILLS

BY: Frank L. Priore  
Frank L. Priore, Mayor

ATTEST:

Mary Louise Wilson  
Mary Louise Wilson, Secretary

LAKE PARSIPPANY PROPERTY OWNERS ASSOCIATION

BY: Stephen C. Kratt  
Stephen C. Kratt, President

*H.R.*  
Villarese & Lynch Esqs.  
360 Hawkins Place  
Bardonia, N.J. 07005

STATE OF NEW JERSEY, COUNTY OF MORRIS

SS.:

I CERTIFY that on May 25, 19 82  
Mary Lou Wilson  
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 Stephen B. Klotz 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 May 25, 19 82

James M. Smith  
JAMES M. SMITH  
A Notary Public in and for the State of New Jersey  
My Commission Expires 12/31/88

Mary Lou Wilson  
(Print name of attesting witness before signature)  
Secretary


Prepared by: \_\_\_\_\_  
N.J.S.A. 17:27 (Print preparer's name before signature)  
Edward J. Buzak, Esq.

STATE OF NEW JERSEY:  
COUNTY OF MORRIS

SS:  
BE IT REMEMBERED, that on this *6<sup>th</sup>* day of *July*,  
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

  
MAROON STADLANDER  
Notary Public of New Jersey  
My Commission Expires Dec. 6, 1984

AGREEMENT

TOWNSHIP OF PARSIPPANY-  
TROY HILLS

and  
LAKE PARSIPPANY PROPERTY  
OWNERS ASSOCIATION

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*Edward J. Buzak*  
MUNICIPAL CLERK

Date: May 7, 1962

Prepared by:

*Edward J. Buzak*  
Edward J. Buzak, Esq.

Record and Return to:

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

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S-B AGREEMENT

67062

THIS AGREEMENT, made this 13<sup>th</sup> day of November 1982, by and between:

TOWNSHIP OF PARSIPPANY-TROY HILLS, a Municipal Corporation of the State of New Jersey, with offices at the Municipal Building, 1001 ParsIPPany Boulevard, ParsIPPany, New Jersey 07054

(Hereinafter "Township")

and:

LAKE PARSIPPANY PROPERTY OWNERS ASSOCIATION, a non-profit organization of the State of New Jersey, with offices at P. O. Box 62, Club House, ParsIPPany, New Jersey 07054

(Hereinafter "L.P.P.O.A.")

WITNESSETH:

WHEREAS, the Township desires to incorporate Lake ParsIPPany into the township drainage program in connection with a project designated as "Contract S-B"; and

WHEREAS, the L.P.P.O.A. and the Township will benefit by the work to be done; and

WHEREAS, the parties desire to enter into an agreement setting forth the rights, duties and obligations of the parties in connection with the utilization of Lake ParsIPPany as part of the Township drainage program.

NOW, THEREFORE, in CONSIDERATION of the mutual promises, covenants and representations herein contained, the parties hereto for themselves, their heirs, successors and assigns, hereby agree as follows:

1. GRANT OF RIGHTS

1. The L.P.P.O.A., as the owner of Lake ParsIPPany, grants to the Township, its agents, employees and independent contractors, the right to construct certain improvements in and around Lake ParsIPPany, on property owned by the L.P.P.O.A. in accordance with the plans and specifications as set forth in Contract S-B, latest revision dated July 1982.



2. The L.P.P.O.A. as owner of Lake Parsippany and other properties surrounding the Lake, hereby grants to the Township the right to incorporate Lake Parsippany and such other property of the L.P.P.O.A. into the specific Township drainage project, as intended under the plans and specifications set forth in Contract S-6, latest revision dated July 1982.

3. The Township represents that it intends to shortly perform all the necessary work required under Contract S-6 and its plans and specifications. Such work shall be performed at the sole cost and expense of the Township. The Township agrees to require the construction of outfall basins one, two and three prior to any other construction under Contract S-6 and its plans and specifications as set forth hereinbefore. The plans and specifications referred to under Contract S-6 as prepared by Duvo Walsh and Associates and as reviewed and stamped "accepted for construction" by Bienstock & Lucchesi, P. A., as consulting engineers, which plans and specifications are in accordance with proper engineering practice and design.

4. During construction, the Township shall defend, indemnify and hold harmless the L.P.P.O.A. from any and all claims, damages and losses, either to personal or real property, in connection with said construction work, unless such claims challenge the right of the L.P.P.O.A. to grant the rights as set forth in the within agreement. The Township shall require in its contract documents that the contractor performing the work provide certain insurance policies as set forth therein which shall name the Township and the L.P.P.O.A. as additional insureds thereunder.

5. Any and all trees which must be cut down during the course of construction on L.P.P.O.A. property shall remain the property of the L.P.P.O.A. and the Township shall deposit said trees in a location or locations designated by the L.P.P.O.A.

6. The Township agrees that only materials and equipment required to construct the outfall basins shall be allowed on L.P.P.O.A. property, and that other equipment or materials associated with Contract S-B will not be stored on L.P.P.O.A. property.

7. Upon completion of all work on the outfall basins, or work directly associated therewith, the Township or its contractor shall remove all materials, tools, equipment, building and debris from all property and premises of the L.P.P.O.A. and generally restore the surface of the land to as nearly as possible the condition as it may have been prior to the undertaking of said work. Such restoration shall include regrading and seeding, as determined by the mutual consent of the parties.

8. The Township agrees that the integrity of Lake Parsippany is to be preserved during construction and thereafter and further that no waters are to be removed from Lake Parsippany.

9. All work to be performed under said Contract S-B shall be performed in a good and workmanlike manner in accordance with the plans and specifications as approved by the New Jersey Department of Environmental Protection and inspected and supervised by the Township's consulting engineers.

10. Notwithstanding anything in this Agreement to the contrary, the L.P.P.O.A. must approve final plans before construction begins and shall be advised of any and all alterations to said plans and must approve of same.

**11. RIGHTS AND LIABILITIES OF PARTIES  
AFTER CONSTRUCTION**

1. All improvements as constructed under Contract S-B and its plans and specifications as aforesaid, shall be owned by and maintained by the Township.

2. The Township represents that the improvements to be constructed under Contract S-B have been designed by Bone Walsh and Associates and as reviewed by Bienstock & Lucchesi, P. A., as consulting engineers, with offices at 779 Littleton Road, Parsippany, New Jersey, and further represents that the plans and specifications have been prepared in accordance with proper engineering practice and design. The Township shall be responsible for cleaning and removing any and all silt and debris from the outfall basins at least semi-annually or as required, and repairing and maintaining all improvements as constructed under Contract S-b. In the event the Township shall fail or refuse or neglect to maintain and clean and repair said improvements within 30 days after written notice is provided to the Mayor and the Township, by Certified Mail, Return Receipt Requested, the L.P.P.O.A. shall have the right to perform such maintenance, repairs and cleaning in order to preserve the integrity of Lake Parsippany, and shall have the right to bill the Township for any and all costs and expenses in connection with same and the Township agrees to reimburse the L.P.P.O.A. for same within 45 days of submission of such costs and expenses.

3. Any and all easements for ingress and egress as may be required by the design drawing and specifications for the Contract S-B shall be obtained from the L.P.P.O.A. by separate easement agreement between the parties, and shall be subject to any and all prior easements. Any and all other easements, either permanent, temporary or for purposes of ingress and egress, as may be required by the design drawing and specifications for the S-B contract and not relating to premises owned by the L.P.P.O.A. shall be obtained by the Township from said property owners, at its own cost and expense.

4. Anything to the contrary notwithstanding, the Township, its employees and agents, shall not be relieved of any liability as a result of their negligence in the performance of the duties of the township as set forth herein.

III. GENERAL TERMS

1. It is understood and agreed that the foregoing agreement affects work to be done by the Township in Lake Parsippany and on property owned by the L.P.P.O.A. Nothing herein shall be construed to affect private property rights, duties or obligations other than those of the L.P.P.O.A. as specifically set forth herein. Moreover, nothing herein shall be construed to affect the private status of Lake Parsippany and its certain real estate, it being understood that the use of the lake and its certain real estate is limited to the membership of the L.P.P.O.A.

2. All permits required for construction as set forth in Contract S-6 are to be secured by the Township, its contractors, engineers or agents, at its sole cost and expense. The L.P.P.O.A. agrees to cooperate with respect to the execution of any applications required in order to obtain the permits to perform the work as set forth in Contract S-6, as well as any other work which may be required to be performed subsequent to the completion of the initial project in furtherance of the rights granted herein and further provided that the Township is in compliance with all other terms and conditions of this agreement at the time said applications are submitted to the L.P.P.O.A. for execution.

3. The Township assumes liability and responsibility for the condition of Lake Parsippany as the within project and improvements thereon may affect same, as well as such acts of negligence, or fault of the Township, its contractor, or con-

suiting engineers. So long as it relates to this project, the L.P.P.O.A. shall only be responsible for liability arising out of its own specific acts or fault or negligence.

4. This agreement shall be recorded in the Office of the Morris County Clerk.

5. Except as provided in this agreement, nothing herein shall be construed to compel the Township to perform any additional work or improvements in connection with the S-B project.

6. The parties hereto acknowledge that the Township has advertised for and received bids on the S-B project. In the event the construction work provided for in the S-B project is not completed, the Township shall not be liable to the L.P.P.O.A. in any way whatsoever except to restore the Lake and the property of the L.P.P.O.A. to the same condition as it may have been prior to the undertaking of said work, if work has been commenced.

7. The parties agree that by the execution of the within agreement, the obligations of the L.P.P.O.A. as set forth in a certain Consent Judgment entered in the Superior Court of New Jersey, Chancery Division, Morris County, Docket No. C-2999-71 and dated November 8, 1973, specifically Paragraphs 3 and 4 of said Judgment, are hereby waived by the Township.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto, the day and year as indicated in the acknowledgments attached hereto.

ATTEST:

ATTEST:

Elmer C. Woodland, Clerk

By:

TOWNSHIP OF PARSIPPANY-TROY HILLS

Frank B. Priore, Mayor

LAKE PARSIPPANY PROPERTY OWNERS ASSOCIATION

By:

Secretary

Stephen B. Kraft, President

STATE OF NEW JERSEY )  
COUNTY OF MORRIS )

ss.:

BE IT REMEMBERED, that on this 20<sup>th</sup> day of November, 1962, 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*  
Elmer C. Vreeland, Clerk

Sworn and subscribed to before me this 20<sup>th</sup> day of November 1962.

*Barbara Martinez*  
BARBARA MARTINEZ  
NOTARY PUBLIC NEW JERSEY  
EXPIRES 12 1965



STATE OF NEW JERSEY )  
COUNTY OF MORRIS )

ss.1

I certify that on the 13th day of November, 1962, HENRY LOU WILSON 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 STEPHEN B. KHATT, 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;

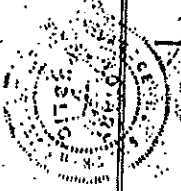
(d) this person knows the proper seal of the corporation which was affixed to this document; and

(e) this person signed this proof to attest to the truth of those facts.

Signed and sworn to before me on Nov. 13th, 1962.

Henry Lou Wilson  
Secretary

Henry Lou Wilson



Prepared by: William S. Bonanno  
William S. Bonanno, Esq.

5-8 AGREEMENT

TOWNSHIP OF PARSIPPANY-  
TROY HILLS

and:

LAKE PARSIPPANY PROPERTY OWNERS  
ASSOCIATION

Dated: November 13, 1982

Record and Return to:

VILLORESTI AND BUZAK, ESQS.  
360 Hawkins Place  
Boonton, New Jersey 07005  
(201) 335-0094

RECEIVED

DEC 14 9 22 AM '82

*William J. Mink*  
MERCER COUNTY CLERK

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