

**RESOLUTION OF THE MAYOR AND BOROUGH COUNCIL OF THE BOROUGH OF MOUNT ARLINGTON, IN THE COUNTY OF MORRIS, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION AND RECORDATION OF THE PERMANENT NONEXCLUSIVE ACCESS AND MAINTENANCE EASEMENT LOCATED OVER A PORTION OF BLOCK 82.01, LOT 1**

**WHEREAS**, Trailwood Woodmont JV, LLC, a limited liability corporation of the State of New Jersey, having its principal place of business at 101 Old Short Hills Road, Suite PH-1, West Orange, New Jersey 07052, desires to convey a Permanent Nonexclusive Access and Maintenance Easement on certain land described as "Easement Area" over a portion of Block 82.01, Lot 1 in the Borough of Mt. Arlington, Morris County, New Jersey as shown on the Metes and Bounds description entitled "Description of an Access Easement Situated in the Borough of Mount Arlington, Morris County, New Jersey" dated October 10, 2016, prepared by David B. Dixon, PLS for the firm of Omland Engineering Associates, Inc., described and attached as "**Schedule A**"; and the final plat plan entitled "Shadow Woods Final Plat Block 72, Lots 1 and 3, Block 82, Lot 1, Block 83, Lots 9, 12 & 15" dated February 28, 2008, prepared by Stanley T. Omland, PE and David B. Dixon, PLS for the firm of Omland Engineering Associates, Inc., described and attached as "**Schedule B**"; and the as-built plan "As-Built Plans for Fieldstone at Mt. Arlington and Shadow Woods As Built Water Tower, Block 72, Lot 1.01" dated June 27, 2016, prepared by Stanley T. Omland, PE and David B. Dixon, PLS for the firm of Omland Engineering Associates, Inc., described and attached as "**Schedule C**", each attached hereto and made a part hereof (the "Easement Area") a copy of each are incorporated herein at length by reference; and hereby warrant that they have the exclusive right and authority under the law to make the grant of easement herein upon the land described herein which is a portion of the land warranted to be owned by them; and

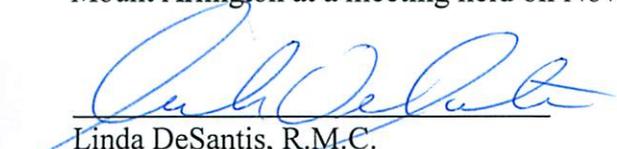
**WHEREAS**, the Borough of Mount Arlington Borough Engineer and the Borough Attorney reviewed the above-referenced conveyance documents, a copy of which is incorporated herein at length by reference; and

**WHEREAS**, in order to effectuate the acceptance of the property, the proposed conveyance documents and Metes and Bounds Descriptions are required to be recorded in the Morris County Clerk's Office; and

**WHEREAS**, the Mayor and Borough Council of the Borough of Mount Arlington reviewed the above-referenced conveyance documents and recommends the documents be recorded by the Borough Attorney in the office of the Morris County Clerk.

**NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE BOROUGH OF MOUNT ARLINGTON, THAT** the Permanent Nonexclusive Access and Maintenance Easement is approved and that the recordation of the conveyance documents shall be conducted at a date and time selected by the Borough Administrator upon approval of all documents by the Borough Attorney and the title company. The Borough Administrator and the Borough Attorney shall be authorized and empowered to sign any and all documents required to effectuate the conveyance of this parcel.

This is to certify that the above is a true and correct copy of a resolution adopted by the Borough of Mount Arlington at a meeting held on November 1, 2016.

  
Linda DeSantis, R.M.C.  
Borough Clerk

**RECORD AND RETURN TO:**  
Matthew J. O'Donnell, Esq.  
O'Donnell McCord, PC  
15 Mt. Kemble Avenue  
Morristown, New Jersey 07960

**PERMANENT NONEXCLUSIVE ACCESS AND MAINTENANCE EASEMENT**

This Permanent Nonexclusive Access and Maintenance Easement (the "Easement") granted this \_\_\_\_\_ day of November, 2016.

**FROM**

Trailwood Woodmont JV, LLC, a limited liability corporation of the State of New Jersey, having its principal place of business at 101 Old Short Hills Road, Suite PH-1, West Orange, New Jersey 07052,

Grantor,

**TO**

THE BOROUGH OF MOUNT ARLINGTON, a Municipal Corporation of the State of New Jersey, whose principal place of business at 419 Howard Boulevard, Mount Arlington, New Jersey 07856-1129,

Grantee.

**RECITALS:**

**WHEREAS**, Grantor is the owner of certain property shown and designated as a portion of Block 82.01, Lot 1 on the tax map of the Borough of Mount Arlington, Morris County, New Jersey (the "Grantor Property");

**WHEREAS**, Grantor desires to grant to Grantee a Permanent Nonexclusive Access and Maintenance Easement to permit Grantee with the right to access the Easement Area and reach the lots that contain residential, infrastructure and improvements from the public right-of-way over a portion of Grantor's property within the easement limits described herein, the Easement Area (as hereinafter defined).

**NOW, THEREFORE, IN CONSIDERATION** of the mutual covenants herein contained and for good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. **GRANT OF AND PURPOSE FOR THE EASEMENT.** The Grantor grants and conveys to the Grantee and its successors and assigns a Permanent Nonexclusive Access and Maintenance Easement to access the Easement Area and reach the lots that contain residential, infrastructure

and improvements from the public right-of-way over a portion of Grantor's property within the easement limits described herein, the Easement Area (as hereinafter defined).

2. **DESCRIPTION OF THE EASEMENT.** The Easement shall be located as shown on the Metes and Bounds description entitled "Description of an Access Easement Situated in the Borough of Mount Arlington, Morris County, New Jersey" dated October 10, 2016, prepared by David B. Dixon, PLS for the firm of Omland Engineering Associates, Inc., described and attached as "**Schedule A**"; and the final plat plan entitled "Shadow Woods Final Plat Block 72, Lots 1 and 3, Block 82, Lot 1, Block 83, Lots 9, 12 & 15" dated February 28, 2008, prepared by Stanley T. Omland, PE and David B. Dixon, PLS for the firm of Omland Engineering Associates, Inc., described and attached as "**Schedule B**"; and the as-built plan "As-Built Plans for Fieldstone at Mt. Arlington and Shadow Woods As Built Water Tower, Block 72, Lot 1.01" dated June 27, 2016, prepared by Stanley T. Omland, PE and David B. Dixon, PLS for the firm of Omland Engineering Associates, Inc., described and attached as "**Schedule C**", each attached hereto and made a part hereof (the "Easement Area"); and hereby warrant that they have the exclusive right and authority under the law to make the grant of easement herein upon the land described herein which is a portion of the land warranted to be owned by them.

3. **GRANTEE'S OBLIGATIONS.** Grantee agrees to the following in connection with its use of the Easement Area:

a. All use by Grantee pursuant to this Easement shall be (i) at the sole cost and expense of Grantee; and (ii) performed in a safe and good manner and in accordance with all applicable statutes, codes and regulations.

b. All activities of the Grantee shall be conducted so as to minimize any interference to the use of the Grantor Property.

c. In no event shall Grantee use, store, generate, dispose of or discharge any contaminants or hazardous substances or wastes of any nature on the Grantor Property, and Grantee shall not permit or allow any contaminants or hazardous substances or wastes of any nature to be discharged, disposed of or otherwise present on the Easement Area.

4. **INDEMNIFICATION.** The Grantee hereby assumes all risk of loss of and damage to any property whatsoever and wherever located (including, without limitation, damage to property of Grantor), and any injury to any person or persons whomever occurring by reason of or in connection with or direct or indirectly arising out of or related to the exercise by Grantee of any of its rights under this Easement (collectively the "Assumed Risks"). By acceptance of this Easement, Grantee hereby agrees to defend (with counsel reasonably acceptable to Grantee), indemnify and save harmless Grantor, and hereby releases Grantor, from and against any all liability, loss, claims, damage, injury or death included in or related to the Assumed Risks and from any and all claims, demands, actions, suits, judgments, costs, charges, fees, damages, and expenses (including, without limitation, attorneys' fees) which may arise or result from the Assumed Risks. Without

limiting the foregoing, during times when Grantee is actively performing any construction or repair in the Easement Area, Grantee shall maintain liability insurance in amounts and with carriers reasonably acceptable to Grantor, shall name Grantor as an additional insured on such policies and if requested shall provide Grantor with a certificate of insurance and/or such other evidence as Grantor may reasonably require to show that such insurance is in full force and effect.

5. RESTORATION OF PREMISES AFTER CONSTRUCTION AND/OR MAINTENANCE. The Grantee agrees for itself and its successors and assigns to exercise all due care to protect the property of the Grantor during the installation of or any maintenance to, the easement or any improvements located therein. The Grantee further agrees for itself and its successors and assigns as soon as reasonably possible after doing any work in connection with the easement to restore the Grantor Property to substantially the same condition in which the same was found before such work was undertaken and that it will not create any nuisance or do any act that will be detrimental to the Grantor Property.

6. CONSIDERATION FOR THE EASEMENT. In consideration of all of the promises of the Grantor as set forth above, the Grantee agrees to pay to the Grantor simultaneously with the execution of this easement, the sum of \$1.00, receipt of which is hereby acknowledged by the Grantor's signature at the bottom of this document.

7. EASEMENT SUBJECT TO OTHER RIGHTS OF RECORD. This Easement is subject to any all covenants, easements, restrictions and other encumbrances of record and such facts as a survey of the premises would reveal.

8. AMENDMENTS. This Easement may not be amended, modified, or rescinded in any fashion, except by a writing signed by the Grantor and the Grantee in recordable form.

9. EASEMENT TO BE PERMANENT. The terms, provisions, and covenants contained in this Easement shall run in perpetuity.

10. TERMINATION OF RIGHTS. The provisions of this Easement shall be obligatory upon the respective parties hereto, and upon their respective heirs and assigns.

11. PRONOUNS. Wherever herein any party, person or entity shall be designated or referred to, whether by name or general reference, such designation is intended to and shall have the same effect as if the words "grantees, legal representatives, successors and assigns" had been inserted after each and every such designation and all the terms, covenants, and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties and entities and their grantees, legal representatives, successors and assigns.

12. SIGNATURES. The parties have signed this easement as of the date at the top of the first page by their authorized representatives.



Schedule A



54 Horsehill Road  
Cedar Knolls, New Jersey 07927  
Phone: 973-359-8400  
Fax: 973-359-8455

October 10, 2016  
OEA Proj. 030502

**DESCRIPTION OF AN ACCESS EASEMENT SITUATED IN THE BOROUGH OF MOUNT ARLINGTON, MORRIS COUNTY, NEW JERSEY.**

Being a portion of Lot 1, Block 82.01 as shown on a map entitled "Shadow Woods, Final Plat, Block 72, Lots 1 and 3, Block 82, Lot 1, Block 83, Lots 9, 12 and 15, Borough of Mt. Arlington, Morris County, New Jersey" dated February 28, 2008, filed in the Morris County Clerk's Office April 2, 2008 in Book 7, Page 50, more particularly described as follows:

BEGINNING at a point in the new southerly sideline of Maple Path, 16 feet wide, at the terminus of a curve connecting said sideline to the new easterly sideline of Elizabeth Way, 50 feet wide all as shown on said map, and running; Thence

- 1) Along said sideline of Maple Path, South 66° 19' 20" East, 230.22 feet to a point of curve in same; Thence
- 2) Along a curve to the right leading into Dawes Way, having a radius of 25.00 feet, and arc length of 28.98 feet, the chord of which bears South 33° 06' 40" East, 27.39 feet to a point in same; Thence
- 3) By a new line through said Lot 1, Block 82.01, North 66° 19' 20" West, 276.05 feet to a point in said sideline of Elizabeth Way; Thence
- 4) Along said sideline, along a curve to the right having a radius of 25.00 feet, and arc length of 28.98 feet, the chord of which bears North 80° 28' 01" East, 27.39 feet to a point in said sideline of Maple Path, and the place of BEGINNING.

Containing 3,949 Square Feet or 0.0907 acres more or less. Subject to easements and restrictions of record. All in accordance with a map entitled "Shadow Woods, Final Plat, Block 72, Lots 1 and 3, Block 82, Lot 1, Block 83, Lots 9, 12 and 15, Borough of Mt. Arlington, Morris County, New Jersey" dated February 28, 2008, prepared by Omland Engineering Associates, Inc., filed in the Morris County Clerk's Office

This description prepared by:

  
David B. Dixon, PLS Lic. 27282  
Omland Engineering Associates, Inc.

**SHADOW WOODS FINAL PLAT**

BOOK 16, PAGE 14, DISTRICT 14, COUNTY OF MONTGOMERY, MARYLAND

**OMLAND**

DATE: 11/15/11

SCALE: 1" = 100'

**MUNICIPAL ENGINEER'S CERTIFICATION**

I have carefully examined this plat and find that the same complies with the provisions of the Subdivision Control Act of 1938, as amended, and the provisions of the Subdivision Control Regulations of the State of Maryland, and that the same is a true and correct representation of the actual conditions on the ground.

*[Signature]*  
Municipal Engineer

**OWNER'S CERTIFICATION**

I, the undersigned, being the owner of the land shown on this plat, hereby certify that the same is a true and correct representation of the actual conditions on the ground, and that the same is a true and correct representation of the actual conditions on the ground.

*[Signature]*  
Owner

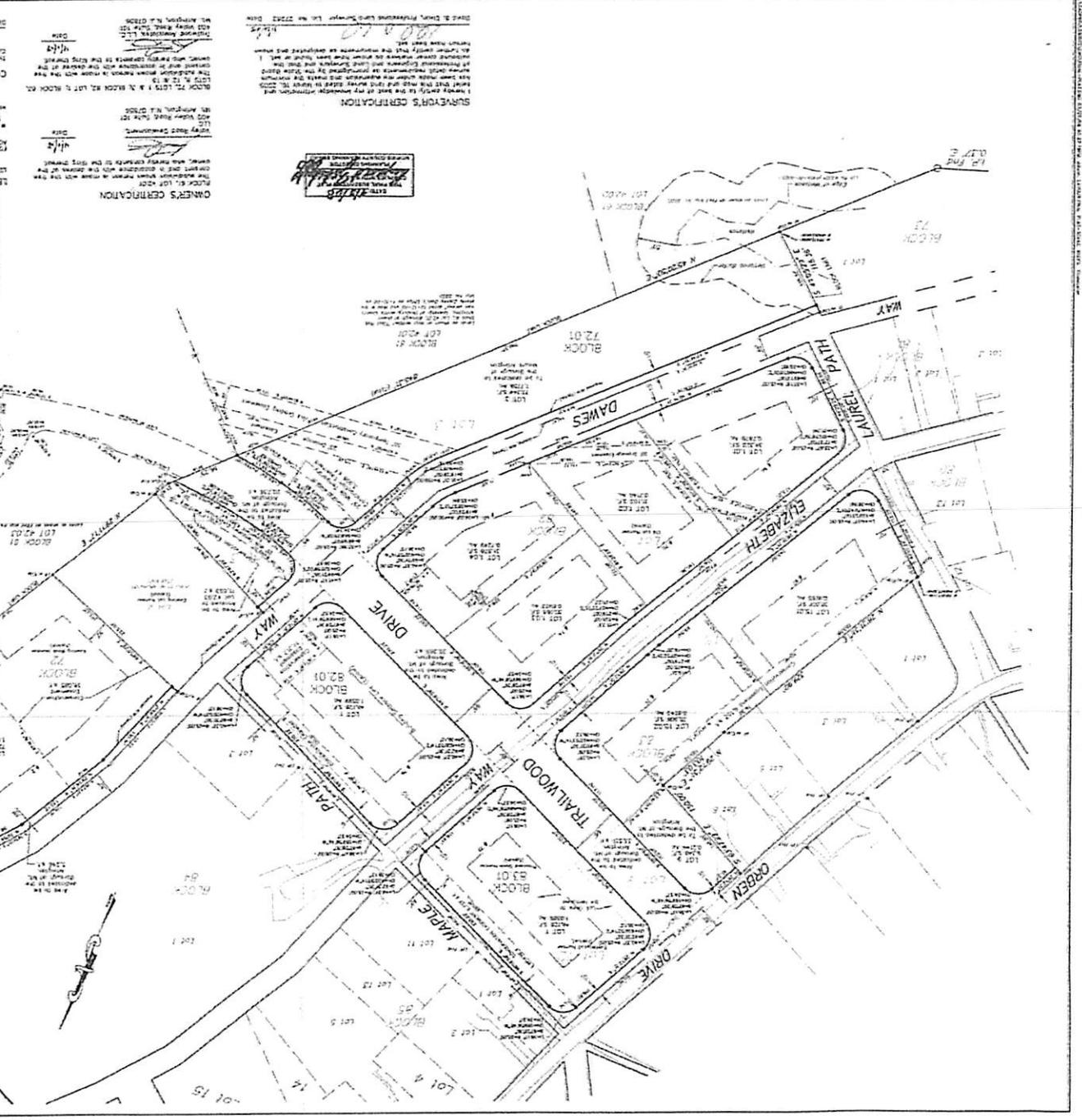
**PLANNING BOARD CERTIFICATION**

The Planning Board of the County of Montgomery, Maryland, has reviewed this plat and finds that the same complies with the provisions of the Subdivision Control Act of 1938, as amended, and the provisions of the Subdivision Control Regulations of the State of Maryland, and that the same is a true and correct representation of the actual conditions on the ground.

*[Signature]*  
Chairman, Planning Board

**NOTES:**

1. A portion of the land shown on this plat is shown as being owned by the State of Maryland.
2. A portion of the land shown on this plat is shown as being owned by the County of Montgomery, Maryland.
3. A portion of the land shown on this plat is shown as being owned by the City of Rockville, Maryland.
4. A portion of the land shown on this plat is shown as being owned by the City of Gaithersburg, Maryland.
5. A portion of the land shown on this plat is shown as being owned by the City of Silver Spring, Maryland.
6. A portion of the land shown on this plat is shown as being owned by the City of Beltsville, Maryland.
7. A portion of the land shown on this plat is shown as being owned by the City of Germantown, Maryland.
8. A portion of the land shown on this plat is shown as being owned by the City of Rockville, Maryland.
9. A portion of the land shown on this plat is shown as being owned by the City of Gaithersburg, Maryland.
10. A portion of the land shown on this plat is shown as being owned by the City of Silver Spring, Maryland.
11. A portion of the land shown on this plat is shown as being owned by the City of Beltsville, Maryland.
12. A portion of the land shown on this plat is shown as being owned by the City of Germantown, Maryland.



THIS PLAT IS SUBJECT TO THE PROVISIONS OF THE SUBDIVISION CONTROL ACT OF 1938, AS AMENDED, AND THE PROVISIONS OF THE SUBDIVISION CONTROL REGULATIONS OF THE STATE OF MARYLAND.

