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73584

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	
DATE	FEB 1 1983
	L.M.

PAID 3.00

Tax exempt

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INSTRUMENT REC'D IN DEED

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.

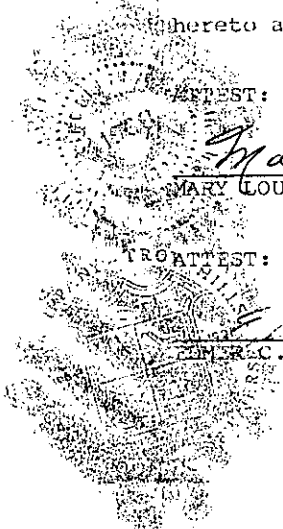
The easements granted herein shall include the right to install, rebuild, replace, reconstruct, repair, maintain, utilize and replace a sedimentation basin, facilities and appurtenances necessary and related thereto in and upon, under, through and along said lands, the right of the beneficiary of this 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 hereto have hereunto 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.



LAKE PARSIPPANY PROPERTY OWNERS ASSOCIATION

WITNESSETH:
Mary Lou Wilson
MARY LOU WILSON, Secretary

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

TOWNSHIP OF PARSIPPANY-TROY HILLS

WITNESSETH:
Frank B. Priore
FRANK B. PRIORE, Clerk

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

LEGAL DESCRIPTION
OF
MUNICIPAL UTILITY EASEMENT
TAX BLOCK 360, LOT 8
TOWNSHIP OF PARSIPPANY-TROY HILLS
MORRIS COUNTY, NEW JERSEY

BEGINNING at a point in the Easterly fifty foot wide Right of Way line of Lake Shore Drive, said point being a point curvature opposite lot number 5845 at the intersection of Lake Shore Drive and Alpine Road as shown on a map entitled " Sixth Map of Lake Parsippany, Parsippany-Troy Hills Township, Morris County, New Jersey", filed in the Morris County Clerk's office as map number 943 E, running thence;

1. North 11 degrees 53 minutes 00 seconds East along said Easterly Right of Way line of Lake Shore Drive a distance of 76.03 feet to a point, running thence,
2. South 78 degrees 07 minutes 00 seconds East a distance of 152.79 feet to a point in the waters of Lake Parsippany, running thence,
3. South 11 degrees 53 minutes 00 seconds West a distance of 94.00 feet to a point in the waters of Lake Parsippany, running thence,
4. North 78 degrees 07 minutes 00 West a distance of 153.39 feet to a point in the Easterly 50 foot wide Right of Way line of Lake Shore Drive, running thence,
5. Along a curve to the left, having a radius of 270.32 feet, an arc distance of 17.99 feet to the point or place of BEGINNING.

Containing 14,366 square feet of land.

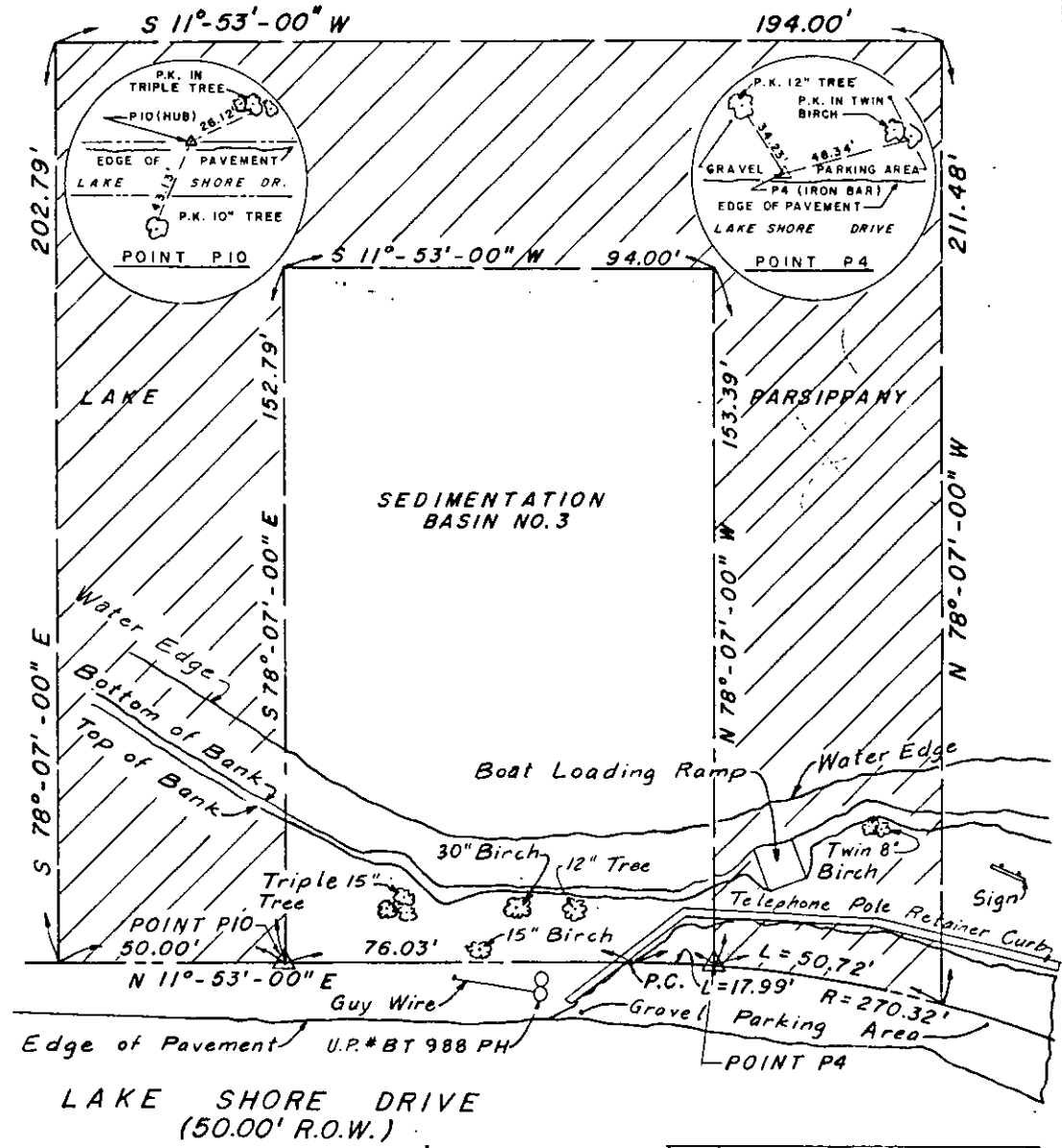
Being known and designated as Sedimentation Basin Number Three as shown on a survey prepared by F.J. Rospond Associates, Consulting Engineers, dated April 19, 1982.

SCHEDULE "A"

#13

SCHEDULE "B"

MUNICIPAL UTILITY EASEMENT
PARSIPPANY-TROY HILLS TOWNSHIP
 MORRIS COUNTY, NEW JERSEY
 BLOCK 360
 LOT 8

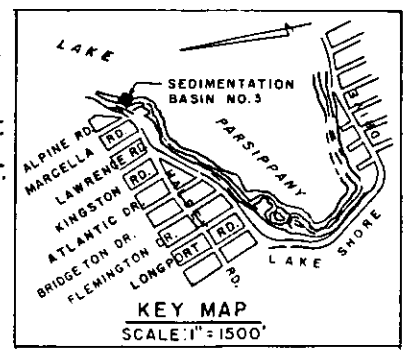


- AREA OF PERMANENT EASEMENT = 14,366 SQ. FT.
- AREA OF TEMPORARY EASEMENT = 25,170 SQ. FT.

MICHAEL J. MANNING
 N.J. L.S. LIC. NO. 26797

F.J. ROSPOND ASSOCIATES
 CONSULTING ENGINEERS
 BLOOMFIELD, NEW JERSEY

SCALE 1" = 30'	DATE 4-19-82	DRAWN BY K.E.W.	CHECKED BY M.J.M.	JOB NO. 90-4001-34
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STATE OF NEW JERSEY, COUNTY OF MORRIS

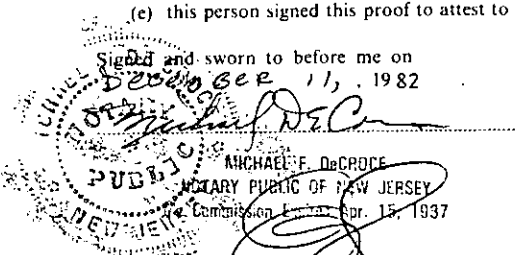
SS.:

I CERTIFY that on , 19 82

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



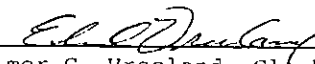
Michael F. DeCroce
 (Print name of attesting witness below signature)
 Secretary

Prepared by: *Edward J. Buzak*
 (Print signer's name below signature)
 Edward J. Buzak, Esq.


STATE OF NEW JERSEY:
COUNTY OF MORRIS

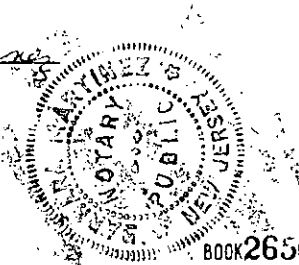
SS:

BE IT REMEMBERED, that on this *31ST* 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



GRANT OF EASEMENT

RECEIVED

FEB 1 9 59 AM '83

LAKE PARSIPPANY PROPERTY
OWNERS ASSOCIATION

Joseph M. Melch
MORRIS COUNTY CLERK

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