

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2017-092

Council Meeting Date: 03-13-2017

Date Adopted: 03-13-2017

TITLE: RESOLUTION AUTHORIZING TEMPORARY ACCESS EASEMENT AGREEMENT WITH RESPECT TO 812 OLD SPRINGFIELD AVENUE, BLOCK 121, LOT 34

Councilperson Madden submitted the following resolution, which was duly seconded by Councilperson Muñoz.

BE IT RESOLVED by the Mayor and Borough Council of the Borough of New Providence, in the County of Union and State of New Jersey, that they do hereby approve and authorize a Temporary Access Easement Agreement with respect to 812 Old Springfield Avenue, Block 121, Lot 34 in the Borough of New Providence, in the forms attached hereto, and they do further authorize and direct the Mayor and Borough Clerk to execute same on behalf of the Borough of New Providence.

APPROVED, this 13<sup>th</sup> day of March, 2017.

RECORD OF VOTE

|           | AYE | NAY | ABSENT                    | NOT VOTING |
|-----------|-----|-----|---------------------------|------------|
| GALLUCCIO | X   |     |                           |            |
| GENNARO   | X   |     |                           |            |
| KAPNER    | X   |     |                           |            |
| MADDEN    | X   |     |                           |            |
| MUÑOZ     | X   |     |                           |            |
| ROBINSON  | X   |     |                           |            |
| MORGAN    |     |     | TO BREAK COUNCIL TIE VOTE |            |

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 13<sup>th</sup> day of March, 2017

Wendi B. Barry, Borough Clerk

Record and return to:  
Wendi B. Barry, Clerk  
Borough of New Providence  
360 Elkwood Avenue  
New Providence, New Jersey 07974

Prepared by:

\_\_\_\_\_  
Paul R. Rizzo, Esq.  
Borough Attorney

## TEMPORARY ACCESS EASEMENT

**THIS EASEMENT AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2017,  
between:

**LEWIS HANDRINOS**, having an address of \_\_\_\_\_, New  
Providence, New Jersey 07974, hereinafter called the "Grantor"; and

**THE BOROUGH OF NEW PROVIDENCE**, a Municipal Corporation of  
the County of Union and State of New Jersey, having its principal offices at  
360 Elkwood Avenue, New Jersey 07974, hereinafter called the "Borough"  
or "Grantee".

### WITNESSETH:

**WHEREAS**, Grantors are the fee simple title owners, on or before the date of  
recordation hereof, of that certain tract of land lying and being in the Borough of New  
Providence, County of Union, State of New Jersey, which tract of land is identified as Lot 33,  
Block 34 on the Tax Maps of the Borough of New Providence (the "Property"); and

**WHEREAS**, the Borough of New Providence desires to test and clear property  
commonly known as the Ping Wang Property, and requires access across a portion of Grantor's  
property to perform such functions; and

**WHEREAS**, the parties have agreed to the grant of a temporary access agreement on the  
terms and conditions set forth below:

**NOW, THEREFORE**, in consideration of the sum of one (\$1.00) dollar and other good  
and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in  
further consideration of the mutual conditions, covenants, promises and terms hereinafter  
contained, it is agreed as follows:

Grantors do hereby grant, convey and dedicate to Grantee, its successors and assigns, a  
temporary access easement as depicted on the attached Schedule A, on, in and through a portion  
of Grantor's property, hereinafter referred to as the "Easement Area".

The Grantor hereby grants to Grantee the right and easement to over and across the Easement Area for the purpose of granting the Grantee, its successors and assigns, access to the Ping Wang Property for the purpose of testing and clearing such property. Said right and easement shall be temporary in nature and lasting only for the period necessary to complete the functions as described above, and shall lapse and be void upon the completion of such functions.

The Grantor covenant that is lawfully seized of the Property and that it has the right to convey the said easement to Grantee, and that the Grantee shall have quiet possession of the same from free from all encumbrances or otherwise.

Grantee agrees to restore the Easement Area, to the extent reasonably practicable, to its original condition after entry in and upon said lands for the purposes herein permitted.

Wherever in this Easement any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the effect as if the words "heirs, executors, administrators, personal and legal representatives, successors and assigns" had been inserted after each and every such designation. All the terms, conditions and covenants herein contained shall be for and inure to the benefit of and shall bind all parties hereto and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

In all references herein to any party, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument shall require.

This easement shall in all respects be governed by and construed in accordance with the laws of the State of New Jersey.

The provisions of this Easement may not be modified, amended or terminated without the express written consent of the Borough of New Providence, and no such amendment, modification or termination shall be effective for any purpose unless set forth in writing and signed by the appropriate municipal officials.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seal the day and year first written above.

Witness:

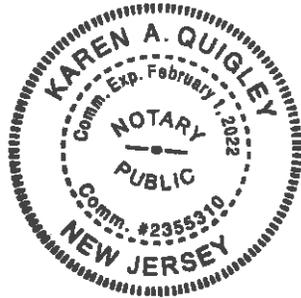
[Signature]

Lewis Handrinos  
LEWIS HANDRINOS

STATE OF NEW JERSEY  
) ss.  
COUNTY OF SOMERSET )

I CERTIFY that on FEBRUARY 28, 2017, Lewis Handrinos personally came before me and acknowledged under oath, to my satisfaction, that:

- (a) he is named in and personally signed this document; and
- (b) he signed, sealed and delivered this document as his voluntary act and deed.



Karen A Quigley  
Notary Public of New Jersey



