

TEMPORARY LICENSE

KNOWN ALL MEN BY THESE PRESENTS: That the Township of Warren, a municipal corporation of the State of New Jersey (“Licensor”), having an address of 46 Mountain Boulevard, Warren, New Jersey, the owner of the premises affected by the license described herein in the Township of Warren, County of Somerset, State of New Jersey, for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration paid by the John Sicignano (“Licensee”), with an address of 115 Mountain Avenue, Warren, New Jersey, the receipt of which is hereby acknowledged, do hereby give and grant the following temporary license:

LICENSE

Upon Block 119, Lot, 1 of the Tax Map of the Township of Warren (the “Property”) during the construction of a garage on an adjoining parcel identified as Block 119, Lot 2 of the Tax Map of the Township of Warren, approved by ZBA Resolution BA18-12, as more particularly described on the attached Exhibit “A” (hereinafter the portion of the Property subject to this License are together referred to as the “License Area”);

To have access to said License Area for the construction of said garage as approved by ZBA Resolution BA18-12, unto the Licensee.

1. By acceptance of this License, Licensee agrees that the temporary license described herein will automatically expire within fourteen (14) days of the date upon which construction on the garage begins.
2. Prior to the beginning of construction, Licensee shall stake out: 1) the property line between the Property and Block 119, Lot 2 of the Township Tax Map; and 2) the License Area. Construction may not begin until the Township Engineer has been permitted to review, inspect and approve said stake out lines.
3. The Licensee agrees to use its best efforts to perform all work requiring its use, access and possession of the Easement Area in a workmanlike manner with a minimum of inconvenience to Licensor, and to complete such work expeditiously.
4. The Licensee’s agents, servants and employees will not store any materials or equipment within the License Area without the expressed written approvals of the Licensee and the Licensor.
5. Upon completion of any work by Licensee, Licensee shall remove, or shall cause to be removed, all materials, tools, equipment, building supplies and debris from the License Area.
6. Licensee shall reasonably restore the License Area, to the extent practical, to the same condition as existed immediately prior to its entry for access, construction, operation, maintenance, repair or replacement work for the culvert, ordinary wear and tear excepted.

7. Notwithstanding paragraph (6) above, if regrading of the License Area is necessary, said work must be done to the satisfaction of the Township Engineer and such approved grading shall be considered permitted under this License.

8. It is expressly acknowledged hereby that the Licensee does not and will not in the future have any obligation to maintain any pavement, grass, landscaping or other improvements in and about the License Area, including the improvements so constructed as part of the Project. The Licensee does not now and will not in the future have any obligation to clean debris or garbage in or about the License Area. All regular maintenance of the License Area is and shall remain the primary obligation of the Licensor.

9. To the extent permitted by law, Licensee shall indemnify, defend and hold harmless Licensor, its officers, employees and agents against any and all liability, damages, costs, losses and expenses reasonably incurred by Licensor in connection with any claim, demand, action, suit or proceeding by any third party which was caused solely and directly by Licensee's negligence, or willful misconduct arising out of Licensee's construction, use and occupancy of the License Area under this Agreement

10. Licensee shall take photographs of the License Area before construction has begun and after construction has ceased and provide said photographs to the Township Administrator of the Township of Warren within ten (10) days after construction has ceased.

11. Licensee acknowledges that his license does not permit the erection of any building or structure on any portion of the Property, nor does this License permit any "overhang" over the Property.

12. In addition to the foregoing, and as additional consideration for this License, Licensee agrees to identify and remove any existing encroachments on the Property which originate from Block 119, Lot 2 of the Township Tax Map.

It is understood and agreed that this License confers upon the Licensee no rights of title to the License Area, and nothing herein shall be construed to permit public access to or use of the License Area. Nothing herein shall be construed to limit the Licensor's right of access to and use of the License Area except as herein provided.

This License Agreement represents the full and complete understanding and agreement between Licensor and Licensee and supersedes all prior oral and written communications and/or understandings in relation to this matter.

ATTEST:

Cathy Reese, RMC
Township Clerk

ATTEST:

TOWNSHIP OF WARREN (LICENSOR)

By: _____
Gary DiNardo, Mayor

Date:

JOHN SICIGNANO (LICENSEE)

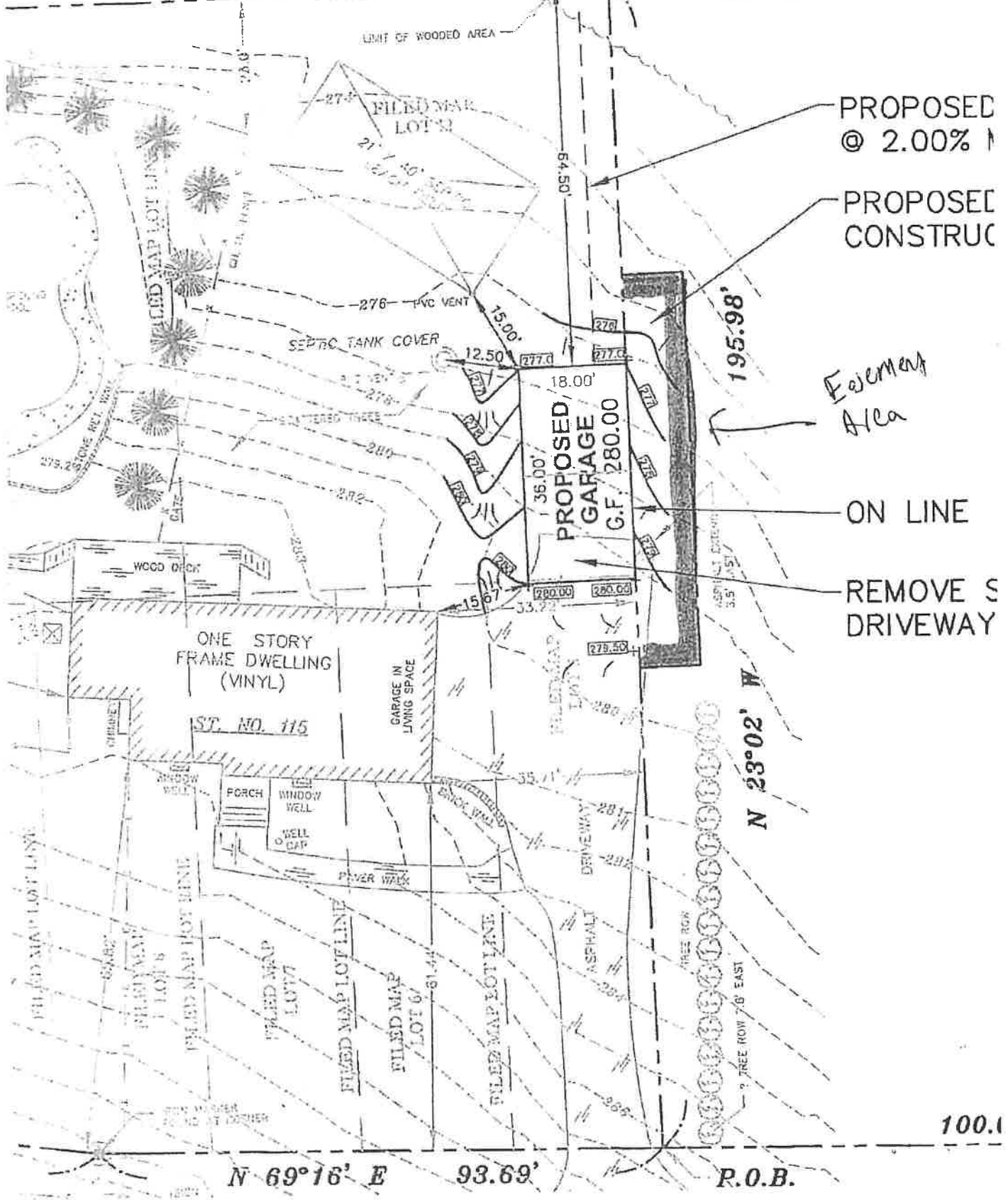
By: _____

Date:

Exhibit "A"

66°58'00" W 124.41' (SURVEY)

R.O.W. LINE



PROPOSED @ 2.00% N

PROPOSED CONSTRUCT

Easement Area

ON LINE

REMOVE S DRIVEWAY

N 69°16' E

93.69'

R.O.B.

100.0