

Township of West Milford

Passaic County, New Jersey

~ Resolution 2022 – 194 ~

RESOLUTION OF THE TOWNSHIP OF WEST MILFORD, COUNTY OF PASSAIC AND STATE OF NEW JERSEY AUTHORIZING THE TOWNSHIP TO ENTER INTO A TEMPORARY LICENSE AGREEMENT WITH A TOWNSHIP PROPERTY OWNER

WHEREAS, within the Township of West Milford, licensee is the owner of property located at 41 Kinswood Road, West Milford, NJ and designated as Block 2003, Lot 7 on the official Tax Map of the Township of West Milford (the “Property”); and

WHEREAS, in conjunction with the Licensee’s request for a Temporary License Agreement as to an existing retaining wall, which was constructed by a prior owner and not within approved plans, as reflected and on file in the Clerk’s Office as “Exhibit A”; and

WHEREAS, this retaining wall was constructed within the Township’s right of way on Kinswood Road, as reflected in the survey as “Exhibit B” on file in the Clerk’s Office; and

WHEREAS, the septic system and the driveway for the Property have also been installed; and

WHEREAS, a home was later built upon the property more than ten (10) years ago, and in consideration of the installed septic system and driveway, it would be an extreme hardship to relocate the retaining wall within the confines of the Property; and

WHEREAS, the Township’s Engineering Department has reviewed the survey at “Exhibit B” as well as performed a site visit, and having considered the matter, has no objection to a Temporary License Agreement allowing the retaining wall to remain on the property “as is” on condition that such retaining wall is regularly maintained, does not pose any risk or threat to the public, and is not changed in height or depth; and

WHEREAS, the Licensee shall assume any and all costs and liability for such retaining wall; and.

WHEREAS, while Kinswood Road is a 40 foot-right of way, it terminates at a property owned by the State of New Jersey Department of Environmental Protection, and as also subject to the Highlands Act, Kinswood Road will likely never extend beyond its present terminus; and

WHEREAS, the Governing Body desires to grant Licensee a Temporary License Agreement, so as to permit the retaining wall servicing the Licensee’s property to remain in place “as is” and as currently constructed, until such time that public improvement expanding the pavement width of Kinswood Road may become necessary, subject to the terms and conditions set forth in this Temporary License Agreement.

NOW, THEREFORE, IN CONSIDERATION OF the sum of **ONE (\$1.00) DOLLAR**, and the mutual undertakings herein, the Licensor hereby gives, grants and conveys to the Licensee, a Temporary License for the purpose of permitting access and use of the Township’s right-of-way as further set forth and described herein and subject to the following conditions:

1. The Licensee shall be responsible for the maintenance of the area in question, as more fully depicted in the survey as “Exhibit B” on file in the Clerk’s Office. The granting of this temporary license does not preclude the Licensor’s rights from entering the subject portion of the right-of-way for any reason whatsoever, including emergency repairs and/or improvements to the right-of-way.

2. In further consideration of the temporary license, the Licensee agrees to save, hold and keep harmless and indemnify the Licensor from any and all claims and liability for losses or damage to property or injury to any persons caused by them or their agents occurring during and relating to this temporary license.
3. The Licensee shall furnish the Licensor with a Certificate of Insurance showing coverage for bodily injury and property damage to the satisfaction of the Township Attorney. The Certificate of Insurance must clearly indicate that the Township of West Milford is an additional insured on all liability policies and shall contain a ninety (90) day notice of cancellation to the Township.
4. The Licensor and Licensee each, binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in this Agreement. This Agreement shall run with the land and may be enforceable by a subsequent owner of the Licensor or Licensee's property.
5. This temporary license agreement shall cease and be abandoned by either of the following: (a) the Licensee abandons the Property or (b) the Township declares an overriding need for public health, safety and welfare.
6. This Temporary License Agreement shall be recorded with the County of Passaic by the Licensor at the sole cost of the Licensee.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Township Council of the Township of West Milford, in the County of Passaic, and State of New Jersey as follows:

1. The Mayor is hereby authorized and directed to execute said License Agreement, and to take all actions as necessary thereafter to effectuate its terms.
2. This Resolution, along with the Exhibit A and Exhibit B, shall be available for public inspection in the office of the Township Clerk.
3. This Resolution shall take effect immediately.

Adopted: May 18, 2022

Adopted this 18th day of May, 2022
And certified as a true copy of an original.

William Senande, Township Clerk