

Prepared By: \_\_\_\_\_

**GRANT OF SEWER EASEMENT**

MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_

BY: \_\_\_\_\_,

whose address is \_\_\_\_\_

(Hereinafter referred to as "Grantor");

FOR THE BENEFIT OF:

JACKSON TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, a public body politic and corporate constituting a political subdivision of the State of New Jersey, having its principal offices at 135 Manhattan Street, Jackson, New Jersey 08527

(Hereinafter referred to as "Grantee");

WITNESSETH, that the said Grantor for and in consideration of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America and other valuable consideration, receipt whereof is hereby acknowledged, does grant and convey unto the said Grantee, its successors and assigns;

ALL that right of a \_\_\_\_\_ foot (\_\_\_\_\_) wide perpetual easement ('permanent easement') in and along lands hereinafter described for the construction, installation, operation, removal, repair, relocation and maintenance of sewer mains, related utilities and/or appurtenances as required for the use, operation and maintenance thereof;

TO HAVE AND TO HOLD the same unto and to said use of said Grantee its successors, heirs and assigns and said easement to run with the land.

Said permanent easement lies in and along premises of Grantor designated on the Tax Map of the Township of Jackson, County of Ocean and State of New Jersey, as Lot

\_\_\_\_\_ in Block \_\_\_\_\_ of the Township of Jackson and shall be \_\_\_\_\_  
\_\_\_\_\_ (\_\_\_\_\_) feet in width, extending \_\_\_\_\_ (\_\_\_\_\_) feet in each  
direction from the center line of such sewer lines, related utilities and/or appurtenances  
as shall be laid therein and is more particularly described in Schedule "A" attached hereto  
and made a part hereof.

In addition to the aforesaid permanent easement, Grantor also conveys to Grantee  
a temporary construction easement, being \_\_\_\_\_ (\_\_\_\_\_) feet wide and  
running parallel to the aforesaid permanent easement. Said temporary construction  
easement shall be used during the course of construction for vehicles, equipment, work  
crews, materials, and the like, and shall expire upon completion of installation of the  
sanitary sewer mains, related utilities, and appurtenances and restoration of the property  
to grade.

Grantor does hereby covenant, agree and represent to Grantee that it is lawfully  
seized and possessed of the real estate above-described; that it has a good and lawful  
right to convey it; that said property is free of all encumbrances; and that it will forever  
warrant and defend the Grantee's right, title and interest therein against the claims of all  
persons whomsoever and shall indemnify and save the Grantee harmless from any and  
all claims, losses, damages, legal fees and expenses in the event such right, title or  
interest is challenged.

Grantor hereby represents and warrants that its conveyance of the aforesaid  
easement is unconditional and will not be affected by acts or omissions of any third party  
whatsoever.

Grantor does hereby covenant, agree and represent to Grantee that it shall not at  
any time construct buildings, permanent fixtures or improvements over, on or within such  
easement, plant trees therein, or otherwise interfere with its intended use in any manner

