

Prepared By: _____

GRANT OF BLANKET UTILITY 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 ONE DOLLAR (\$1.00) 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 perpetual blanket easement ('permanent easement') in and along lands hereinafter described for the operation, removal, repair, replacement, relocation and/or maintenance of any and all sanitary sewer and potable water, lines, pipes, mains, pump stations, facilities, related utilities and/or appurtenances thereto, including existing facilities as well as such facilities as may hereinafter be installed therein;

Said right shall also include the right to construct and install such lines and facilities as may be required to loop or enhance the water and/or sewer systems, provided that

such construction and installation shall not interfere with existing structures or uses of the premises;

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(s) _____ in Block(s) _____ of the Township of Jackson as more particularly described on Schedule A attached hereto and shall include reasonable access to all of the aforesaid facilities.

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 hereby represents and warrants that it shall not construct fences, plant trees, erect structures or otherwise by act or omission interfere with the intended use of the aforesaid permanent easement.

Grantee shall fill all excavation, restore premises to grades existing prior to any work being undertaken, and seed all areas disturbed by Grantee during any work undertaken by or on behalf of Grantee in the easement.

