

Prepared by _____

(Print name and title below signature)

DRAINAGE EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this _____ day of _____, _____, by and between _____ residing at _____ Borough/Township of _____, County of Monmouth, and State of New Jersey, hereinafter referred to as "Grantor:"

AND

COUNTY OF MONMOUTH, a municipal corporation of the State of New Jersey, hereinafter referred to as "Grantee."

WITNESSETH:

The Grantor, in consideration of the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee, its successors and assigns forever, an easement and a free uninterrupted and unobstructed right-of-way, under, across, and over the property of the Grantor, situate in the Borough/Township of _____, County of Monmouth, and State of New Jersey, and more particularly described in schedule "A" attached hereto and made a part hereof.

Being and intended to describe a portion of Lot _____, Block _____ as an easement for construction, maintenance and reconstruction of storm drainage facilities and associated improvements.

Together with the right of the Grantee, its successors and assigns, to go on said easement with necessary labor, equipment, vehicles and material at any and all times for the purposes of constructing, maintaining, repairing, renewing, enlarging or replacing the aforesaid storm drainage facilities and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

Said easement and right-of-way shall include the right to: construct, relocate etc., ditches, clear, construct slope, grade, fill, topsoil, seed, plant trees, shrubs and maintain same, stabilize soil, prevent erosion etc., relocate and maintain utilities.

TO HAVE AND TO HOLD the above granted easement and right-of-way unto the said Grantee, its successors and assigns forever.

This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon and in favor of the successors and assigns of the respective parties hereto.

The Grantor reserves the right to cross the easement herein described provided that no new driveway or road

access is constructed without the prior approval of the County Engineer.

Grantor does covenant with the said Grantee that he/she is lawfully seized of the land upon which said easement and right-of-way is granted and has good and lawful right to convey any part thereof.

And the Grantor does covenant with the said Grantee as follows:

1. That the said Grantor has good and marketable title to the premises detailed in Schedule "A" attached hereto and made a part hereof and has the right to convey said easement.
2. That the Grantee shall quietly enjoy the said easement without disturbance and interference.
3. That the said easement is free and clear from encumbrances.

PROMISES BY GRANTOR. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

IN WITNESS WHEREOF, the Grantor has hereunto set his/her hand and seal the day and year first above written.

Insert Signature Page & Acknowledgment Here.

Please Note: If necessary, you can click on the following link to obtain a:

[Signature Page and Acknowledgement](http://co.monmouth.nj.us/documents/24/DrainageEasement-deed.html)