

Prepared by

(Print name and title below signature)

**DEED OF TEMPORARY CONSTRUCTION EASEMENT
FOR MAINTENANCE AND RECONSTRUCTION
OF DRAINAGE STRUCTURE**

THIS INDENTURE, made this ____ day of ____, 2007, by and between _____ residing at ____ (street address), 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 and depicted in Schedule "B" attached hereto and made a part hereof (*note – if parcel map included*).

Being and intended to describe a portion of Lot __, Block ____ on the Tax Map of the Borough/Township of ____, as ore particularly described in Schedule "A" referenced above, as a temporary construction easement in connection with the reconstruction of Monmouth County Drainage Structure ____ .

Together with the right of the Grantee, its successors and assigns, to go on said temporary easement with necessary labor, equipment, vehicles and material at any and all times for the purposes of facilitating the reconstruction of the aforesaid Drainage Structure and for doing anything necessary, useful or convenient for the enjoyment of the easement herein granted.

Said temporary easement shall include the right to grade, fill, topsoil and seed for the purposes of stabilizing the soil, preventing erosion, and restoring the Grantor's property to its condition that existed prior to the Grantee's entry, provided however, that there shall be no disturbance of the grade of the property and nothing shall be placed upon or added to the property other than clean fill (to be covered by topsoil), topsoil and seed, specifically, but not by way of limitation, the Grantee shall not place rip-rap or any other similar type of material on the property.

TO HAVE AND TO HOLD the above granted easement unto the said Grantee, its successors and assigns, during the project providing for the reconstruction of Monmouth County Drainage Structure ____ . The temporary easement granted herein shall terminate upon completion of the aforesaid project.

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

1. That the Grantor is lawfully seized of the land upon which said temporary easement is granted, and has good and marketable title to such real estate, and the Grantor therefore has good and lawful right to convey the temporary easement reference herein.
2. That the said easement is free and clear from encumbrances of record, which would interfere with the intended use by Grantee.
3. That the Grantee shall quietly enjoy its rights in and to the said easement without disturbance and interference by the Grantor.
4. That the Grantor herein reserves the right to cross the easement herein described for ingress and egress to and from the remainder of the Grantor's property.
5. That the Grantor does hereby expressly permit entry by the Grantee for any purpose hereof upon said easement without furnishing notice of said entry to Grantor.

6. That, notwithstanding the language of Paragraph 5 above, the Grantee agrees that it shall cause minimal intrusion to the Grantor in the Grantor's enjoyment of the use of the remainder of the subject property. The Grantor also agrees that if any disturbance or damage is caused to the subject property as a result of the Grantee's exercise of the rights and privileges afforded to it under this instrument, the Grantee shall restore the affected area as near as practicable to its original condition.
7. That the Grantor agrees, acknowledges and affirms that the temporary easement hereunder granted shall be binding upon his heirs, successors and assigns.

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