Prepared by: \_\_\_\_\_\_\_\_\_\_\_\_\_

**DEED OF EASEMENT**

**BLOCK \_\_, LOT\_\_ IN THE [ CITY ] [ TOWNSHIP ] [ TOWN ] OF \_\_\_\_\_\_\_\_**

 This DEED OF EASEMENT is made as of \_\_\_\_\_\_\_, 20\_\_ by and between \_\_\_\_\_\_\_\_, (describe whether is a limited liability or sole ownership) of the State of New Jersey, whose principal business address is \_\_\_\_\_\_\_\_, New Jersey 08701 (the “Grantor”) and The North Hudson Sewerage Authority, a sewerage authority of the State of New Jersey, whose principal business address is 1600 Adams Street, Hoboken, New Jersey 07030 (the “Grantee”).

 Grant of Easement. Grantor grants and conveys to Grantee a non-exclusive right-of-way and easement (the “Easement”), for the term and subject to conditions set forth herein, and for the purposes stated herein, through, under, in and across the real property designated on the Tax Map of the [ City ] [ Township ] [ Town ] of \_\_\_\_\_\_\_\_ as Block \_\_\_, Lot \_\_; and as more fully described in Appendix A hereto (the “Property”). The Easement includes access to the Stormwater Detention Facilities (as hereinafter defined) located on the Property (the “Easement Area”). A metes and bounds description of the Easement Area, along with a plat showing the Easement Area and the access points thereto, is set forth in Appendix B hereto.

 Purpose. Grantor shall install certain stormwater detention facilities consisting of a stormwater collection system, retention tanks, underground stormwater piping, and a stormwater control structure, all as set forth in The North Hudson Sewerage Authority Sewer Connection Approval issued for Application Number \_\_\_\_\_\_ (the “Stormwater Detention Facilities”). The purpose of the Easement is to permit Grantee access to the Easement Area to maintain and repair certain components of the Stormwater Detention Facilities.

The Stormwater Detention Facilities shall include an electronically actuated valve and / or pumping system which is controlled by a remote communications unit approved by the Grantee (the “Remotely Controlled Detention System”). Grantee shall maintain and repair the Remotely Controlled Detention System, which Grantee shall operate during storm events.

Grantor shall maintain a 120-volt power source to ensure Grantee is able to operate the Remotely Controlled Detention System as needed. Grantor shall inspect, maintain and repair the Stormwater Detention Facilities relating to stormwater collection, including the emergency overflow bypass of the Remotely Controlled Detention System. Annual inspection reports of the foregoing Stormwater Detention Facilities shall be submitted by Grantor to Grantee on or before each December 31 following the date specified above.

Grantee is hereby granted access to the Easement Area for the purpose of such maintenance and repair of the Remotely Controlled Detention System. Grantee shall notify Grantor at least 24 hours in advance of any scheduled access to the Easement Area for maintenance and / or repair of the Remotely Controlled Detention System. To the greatest extent possible, Grantee shall perform all services at a time and in a manner that does not unreasonably or materially interfere with the activities on the Property and Grantor’s use of the Property.

 Grantee shall promptly restore any portions of the Easement Area that are disturbed by Grantee’s services to substantially the same condition that existed before any such service was performed.

 All work performed by Grantee on the Property, including but not limited to the work performed in support of the operation of the Remotely Controlled Detention System, shall be at the sole cost and expense of Grantor. Grantee shall provide a bill to Grantor for all services performed on the site, costs based on the actual man-hours and materials required to perform any such services.

 Term. The Easement shall commence as of the date specified above and continue to remain in full force and effect until the Remotely Controlled Detention System is removed from service. Grantee shall determine if and when the Remotely Controlled Detention System is no longer required.

Indemnities. To the fullest extent permitted by law, Grantee, shall, at its own expense, defend, indemnify, and hold harmless Grantor its officers and employees from and against any and all claims, damages, penalties, losses, expenses (including reasonable attorney’s fees) or judgments, arising from injury or death to any person, property, or environmental damage, arising from any act or omission of Grantee, its officers, agents, servants, licensees, subcontractors or employees, except to the extent that such injury, death, property or environmental damage results from the affirmative action, inaction, or negligent act of Grantor, and its officers, agents, contractors, subcontractors and employees. Grantee will, at its own cost and expense, defend any and all such suits, actions, or claims, whether just or unjust, which may be brought against Grantor, its officers, agents, and employees, or in which it or they may be impleaded with others.

To the fullest extent permitted by law, Grantor, shall, at its own expense, defend, indemnify, and hold harmless Grantee, its officers, and employees, from and against any and all claims, damages, penalties, losses, expenses (including reasonable attorney’s fees) or judgments, arising from injury or death to any person, property, or environmental damage, arising from any act or omission of Grantor, its officers, agents, servants, licensees, subcontractors or employees, except to the extent that such injury, death, property or environmental damage results from the affirmative action, inaction, or negligent act of Grantee, its officers, agents, contractors, subcontractors and employees. Grantor will, at its own cost and expense, defend any and all such suits, actions, or claims, whether just or unjust, which may be brought against Grantee, its officers, agents, and employees, or in which it or they may be impleaded with others.

 Consideration. The Easement is made for and in consideration of the sum of ONE DOLLAR ($1.00) and the mutual covenants and restrictions set forth herein, the receipt and sufficiency of which from Grantee is hereby acknowledged by Grantor.

 Promises by Grantor.

 A. Grantor is lawfully seized of the Property and is the legal owner of same, as set forth in N.J.S.A. 46:4-3.

 B. Grantor has the right to convey the Easement to Grantee, as set forth in N.J.S.A. 46:4-4.

 C. Grantee shall have quiet possession of the Easement, as set forth in N.J.S.A. 46:4-5.

 D. Grantor has done no act to encumber the Easement, as set forth in
N.J.S.A. 46:4-6.

 E. Grantor will warrant generally the Easement and Grantee’s rights pursuant to same, as set forth in N.J.S.A. 46:4-7.

 F. Grantor will execute such further assurances related to the Easement as may be required by Grantee, as set forth in N.J.S.A. 46:4-10.

 G. Grantor shall record the Easement and provide Grantee with a recorded copy of same.

 H. Grantor will provide to Grantee the name of the responsible party who will grant access to the Easement Area and access to same will be made available within a 24-hour period to Grantee upon request.

 Promises of Grantee.

1. The Easement shall be strictly limited to the purposes set forth herein.
2. Grantee agrees to exercise due care with respect to the personal property of Grantor located on the Property, and will, at Grantee’s own expense, repair any damage Grantee may inadvertently cause to such personal property during its performance of any services performed on the Property relating to the Remotely Controlled Detention System.
3. When Grantee is operating upon the Property, Grantor may be present to inspect any such work at Grantor’s own risk. If Grantor is present during the performance of any such work by Grantee, Grantee hereby acknowledges that such presence does not relieve Grantee of any liability relating to its performance of such work.
4. Grantee, its successors and assigns, covenant and agree with Grantor, its successors and assigns, that no permanent buildings or structures other that those authorized herein shall be erected on, in or above the Property.
5. Grantor assumes no responsibility or liability in connection with any New Jersey law, ordinance, rule or regulation of any public or governmental body which may limit, affect, regulate or prohibit the use of the Property by Grantee for the purposes set forth herein, and Grantee shall at its own expense, comply with any and all rules, regulations, ordinances or laws affecting the use of the Property by Grantee.
6. Nothing herein contained shall be deemed expressly or by implication to in any way limit the use of the Property or access to the Property by Grantee with vehicles, facilities, personnel or equipment over, under or upon the Easement Area notwithstanding the presence of the Remotely Controlled Detention System. Grantor reserves to itself its successors and assigns, the right to use the Property and the Easement Area for any maintenance or construction work or any other purpose required by them, provided same does not interfere with the operation or access to the Remotely Controlled Detention System.

Notices. All notices required under the Easement shall be given and shall be complete by mailing same by regular or certified mail to the address of the parties hereto as specified above.

Choice of Law. The laws of the State of New Jersey shall govern the interpretation, validity, performance and enforcement of the Easement.

 Who is Bound. The Easement is legally binding upon Grantor and all who lawfully succeed to Grantor’s rights and responsibilities. The Easement can be enforced by Grantee against all future owners of the Property.

 IN WITNESS WHEREOF, each of the parties hereto have caused this Deed of Easement to be executed by its duly authorized officers, all as of the date specified above.

ATTEST: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, as Grantor

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

 NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Title of Authorized Signatory

ATTEST: THE NORTH HUDSON SEWERAGE
AUTHORITY, as Grantee

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

 Richard J. Wolff, Ph.D.

 Executive Director

STATE OF NEW JERSEY )

 ) ss

COUNTY OF \_\_\_\_\_\_\_\_ )

BE IT REMEMBERED that on \_\_\_\_\_ 20\_\_, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared \_\_\_\_\_\_\_, who I am satisfied is \_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_ and the person who executed the foregoing instrument as the voluntary act and deed of said entity, being fully authorized to do so.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

 My Commission Expires:

STATE OF NEW JERSEY )

 ) ss

COUNTY OF HUDSON )

BE IT REMEMBERED that on \_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, before me, the subscriber, a Notary Public of the State of New Jersey, personally appeared RICHARD J. WOLFF, PH.D., who I am satisfied is EXECUTIVE DIRECTOR of THE NORTH HUDSON SEWERAGE AUTHORITY and the person who executed the foregoing instrument as the voluntary act and deed of said entity, being fully authorized to do so.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Notary Public

 My Commission Expires:

**Record and Return to:**

\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_

Appendix A

**Description of the Property**

The real property on which the Deed of Easement herein is granted is:

 Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tax Map Designation: Block \_\_; Lot\_\_ in the [ City ] [ Township ] [ Town ] of \_\_\_\_\_\_\_\_\_\_, New Jersey

 Metes and Bounds: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Appendix B

**Description of the Easement Area**

 Metes and Bounds: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Plat with Access Points: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_