

Prepared by:

Joseph Mezzacca, Jr., Esq.

MUNICIPAL STORMWATER EASEMENT

KNOW ALL MEN BY THESE PRESENTS that on this day of , 2011
the undersigned, , as tenants in common
without right of survivorship, having an address of , Madison, New Jersey
07940, hereinafter referred to as "GRANTOR", being the owner of land designated as Block ,
Lot , as shown on the Tax Map of the Borough of Madison, Morris County, New Jersey, in
consideration of One Dollar (\$1.00) and other good and valuable consideration, receipt of which
is hereby acknowledged, does hereby grant and convey unto the Borough of Madison, a
municipal corporation, 50 Kings Road, Madison, Morris County, New Jersey 07940, hereinafter
referred to as "GRANTEE" the easement hereinafter described.

Easement:

A perpetual easement for construction, replacement, maintenance, operation and repair of a
municipal stormwater system components under that portion of GRANTOR'S land as described
in Schedule "A" attached hereto subject to the terms and conditions hereinafter set forth.

This easement shall include the right to inspect (Grantor is to install the required improvements),
repair, replace, maintain, alter and operate municipal stormwater lines, pipes and associated
structures along with the right to cut, clear and remove undergrowth, obstruction or
improvements upon said easement where normal pedestrian or vehicle access cannot be
established as required to perform required maintenance, in said land described in Schedule "A".

It is distinctly understood and agreed that this does not constitute a conveyance of any part of the
land but grants only the right of way and easement as provided above. No obstruction to practical
or reasonable access by the ordinary means, methods and equipment maintained by the grantee
shall exist or be placed within the easement limit.

The Grantee agrees to restore and repair any actual damage to Grantor's Property which may be directly caused by the construction, reconstruction, or maintenance of said project except as hereinafter provided. Replacement of private structures, fences or extraordinary vegetation inhibiting access by the grantee are excluded from grantees obligations to perform required maintenance or restoration. The Grantor agrees that the Grantee will not be expected to restore the Property to the identical original condition, but rather as near thereto as is practicable, and that the Grantor will cooperate with the Grantee in effectuating such restoration. Replacement of private structures, fences or extraordinary vegetation inhibiting access by the grantee are excluded from grantees obligations to perform required maintenance or restoration.

The Grantor covenants that no building or structure shall be erected upon or within the easement herein granted or placed in such location as to render the said easement inaccessible or which will require extraordinary measures for protection by the grantee in the rare case that reconstruction work is required. The easement herein granted is in addition to, and not in lieu of, any easement or right-of-way now in existence or which may be acquired in the future.

The Grantor agrees that the deliberate planting of any trees within the limits of the public easement shall be strictly prohibited. Should the Borough of Madison require the removal of any trees within the easement limits, the costs associated with said removal and disposal of vegetation shall be borne by the Grantor or its assigns.

The Grantor covenants and agrees for themselves, and for their heirs, successors, successors in title, executors, legal representatives, and assigns that the consideration aforementioned and the covenants herein shall be in lieu of any and all claims to compensation and damages by reason of the location, construction, operation, maintenance, or reconstruction of or within the easement herein granted.

GRANTOR retains for itself and its successors and assigns the right to use and enjoy the above-described land except as the use thereof may be necessary for the purposes granted herein.

This easement shall run with the land and shall be binding on and shall inure to the benefit of the parties hereto, their respective heirs, successors and assigns.