

Prepared by _____
Donald L. Beekman, Esq.

DEED OF DRAINAGE EASEMENT

THIS INDENTURE, made this _____ day of _____, 2022 BY AND BETWEEN

BRIAN GORDON and DEVON BUSH, having an address at 652 Center Avenue, Belford, New Jersey 07718, hereinafter referred to as "Grantor:"

AND

TOWNSHIP OF MIDDLETOWN, A PUBLIC BODY OF THE STATE OF NEW JERSEY, having an address at Township Hall, 1 Kings Highway, Middletown, NJ 07748, hereinafter referred to as "Grantee."

WITNESSETH:

The Grantor, in consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does, for itself, its successors and assigns, hereby give, grant, convey and dedicate unto Grantee, its successors and assigns forever, perpetual easement(s) in, across, and over the parcel of land (the "Drainage Easement") legally described in Schedule "A" attached hereto and made a part hereof, for the purpose of providing drainage.

Grantor and its successors in title shall not erect at any time any building(s), structure(s), sign(s), vegetation or other obstructions, manmade or otherwise, on the Drainage Easement which may in any way interfere with free flow of drainage and/or the ability to access subsurface improvements within the easement area.

PROVIDED HOWEVER, that nothing contained herein shall be deemed to release or discharge the Grantor herein and its successors in title from the obligation imposed upon them by the Township of Middletown to Maintain the easement hereinabove described.

Grantor and/or its successors in title shall maintain said easement free of obstructions as required by the Township of Middletown and covenants and agrees that nothing shall be erected, planted or allowed to grow in such manner upon the easement herein as shall interfere with free flow of drainage and/or the ability to access subsurface improvements within the easement area.

Grantor and/or its successors in title is obligated to maintain said easement and remove any obstructions to the state as necessary for free flow of drainage upon the surface of the easement.

Grantor and/or its successors in title hereby expressly permits entry by the Grantee upon said easement for any purpose hereof without furnishing notice of said entry to Grantor.

The easement specifically conveys to the Grantee the right to enter upon the premises for the purpose of inspection and repair, maintenance or replacement together with the right of the Grantee its successors and assigns, to enter in upon the premises described herein with men and machinery, vehicles and materials at any and all times for the purpose of construction, maintaining, and/or repairing or replacing such drainage improvements as are required for the enjoyment of the easement granted herein.

The Grantee agrees by the acceptance of this Deed of Easement, said opening shall be backfilled and all disturbed areas shall be seeded with lawn grass and temporarily stabilized with straw mulch.

The Grantee shall have the right to charge Grantor and/or its successors in title for any expenses incurred for the purpose of maintaining the enjoyment of the easement specifically set forth herein.

The Grantor further covenants with the Grantee as follows:

1. That the said Grantee has good and marketable title to the premises described 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.
4. The Grantor shall hereby expressly permit entry by Grantee for any purpose hereof upon said easement without furnishing notice of said entry to Grantor.
5. Upon transfer of title to a successor, Grantor herein shall have no further personal liabilities to Grantee.

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

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed and sealed and acknowledged the day and year first above written.

CHRISTOPHER L. BEEKMAN, ESQ.

DEVON BUSH

BRIAN GORDON

STATE OF NEW JERSEY, COUNTY OF MONMOUTH:

I CERTIFY that on June _____, 2022, **BRIAN GORDON and DEVON BUSH**, personally came before me and this person acknowledged under oath, to my satisfaction that:

- (a) this person is GRANTOR named in this Deed;
- (b) this Deed was signed and delivered by the entity as their voluntary act;
- (c) this person signed this proof to attest to the truth of these facts; and
- (d) the full and actual consideration paid or to be paid for the transfer of title is \$1.00 (such consideration is defined in N.J.S.A. 46:15-5.).

CHRISTOPHER L. BEEKMAN, ESQ.
An Attorney at Law of New Jersey

Record & Return to: