

Prepared By: \_\_\_\_\_  
[Insert Name of Individual Preparing Easement Here]  
New Jersey-American Water Company, Inc.  
1 Water Street  
Camden, NJ 08102

**NEW JERSEY-AMERICAN WATER COMPANY, INC.**

**DEED OF EASEMENT AND RIGHT OF WAY**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_, [a corporation], [partnership] [limited liability company] organized and existing under the laws of the State of \_\_\_\_\_ ] having a principal address at \_\_\_\_\_, hereinafter referred to as "Grantor" and New Jersey-American Water Company, Inc., a corporation organized and existing under the laws of the State of New Jersey, having its principal office and place of business at 1 Water Street, Camden, New Jersey 08102, hereinafter referred to as "Grantee".

**WITNESSETH**

Grantor, in consideration of the covenants and agreements hereinafter recited and the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, does hereby give, grant and convey unto Grantee, its successors and assigns, forever, an easement and a free, uninterrupted and unobstructed right of way, in, under, across and over the property of Grantor, subject to the reserved future use of the property by Grantor as hereinafter described, designated as Lot \_\_\_\_ in Block \_\_\_\_ on the Tax Map of the \_\_\_\_\_ of \_\_\_\_\_, County of \_\_\_\_\_, State of New Jersey. Said property (except for those portions of the property on which buildings or similar structures have been erected) Easement shall be as described by **metes and bounds** as set forth on **Schedule A** which is attached hereto and made a part hereof, and as shown on the **drawing** entitled \_\_\_\_\_ which is attached hereto and made a part hereof as set forth on **Schedule B**, for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, renewing, replacing, relaying and adding to from time to time

pipe or pipes, with necessary fittings, appurtenances and attached facilities, including laterals and connections (hereinafter collectively "Water Mains") for the transmission and distribution of water.

Grantee, its successors and assigns, and their duly authorized agents, employees and contractors shall have the right to (i) enter in and upon the premises described above with personnel, machinery, vehicles and material at any and all times for the purposes stated above, (ii) cut, prune and remove trees, bushes, undergrowth and other obstructions interfering with the activities authorized herein, and (iii) do anything necessary, useful or convenient for the enjoyment of the easement herein granted.

The design of Grantee's Water Mains, including size, location and type of materials to be used shall be at the sole discretion of Grantee. The said Water Mains shall at all times be and remain the property of, and subject to the sole control of, Grantee, its successors and assigns.

Grantor may in the future further develop the property described on Schedule A. Grantor may in connection with such development install or cause to be installed additional utility services and may grant easements therefor to other utilities. Grantor may install macadam, concrete or other surfaces to be used for parking areas, driveways, pedestrian sidewalks and other related purposes, including the installation of curbing, drains, catch basins and other improvements customarily installed in such areas. Accordingly, this easement and right of way herein granted is expressly conveyed subject to the following:

- A. Subject to the right of Grantor and others to use the easement area in common with the Grantee for the purpose of installing additional utility services therein and thereon, and to grant easements therefor to other utility companies, to the municipality or the municipal utility authorities having jurisdiction over same, it being understood that the easement and right of way herein granted shall be nonexclusive and shall be used in common with the Grantor and all other persons claiming by, under and through the Grantor and its and their respective heirs, administrators, executors, successors and assigns. Notwithstanding the foregoing, no other pipes or conduits shall be placed within ten (10) feet, measured horizontally, from the Water Mains except pipes or conduits crossing same at right angles. A minimum vertical distance of two (2) feet shall be maintained between the pipes and conduits and the Water Mains unless a greater distance is specified by laws

and regulations of the State of New Jersey. All sewer pipe shall be laid in accordance with laws and regulations of the State of New Jersey regarding separation of sanitary sewers and water mains in effect at the time of installation of the sewer pipe. No excavation or blasting shall be carried on which in any way endangers or might endanger the said Water Mains;

B. Subject to the right of the Grantor, without the prior written consent of the Grantee, to make any and all use of the subsurface of the easement area, the surface of the easement area and the air space above the easement area for any and all purposes in Grantor's sole discretion, specifically including, but not limited to, parking, driveways, pedestrian walkways and other purposes hereinabove mentioned, provided, however, that such usage shall not prevent or hinder reasonable access by Grantee to, and use of, the Water Mains installed by Grantee in the easement area. In the event that any such usage by the Grantor of the subsurface of the easement area, in the sole judgment of Grantee, requires the realignment or relocation of any Water Mains of the Grantee, such realignment or relocation shall be accomplished by the Grantee within a reasonable time after written notice thereof by Grantor, allowing for weather conditions, and at the sole cost and expense of the Grantor or other party acting under authority of the Grantor, as the case may be; and

C. The grant of this easement and right of way shall in no way restrict Grantor from constructing further buildings and structures on any part of the easement area, provided that no such building or structure shall interfere with rights herein granted to Grantee. In the event that Grantor proposes to use the surface of any easement area utilized by Grantee in such manner as to require, in the sole judgment of Grantee, relocation by Grantee of any Water Mains of the Grantee, such realignment or relocation shall be accomplished by Grantee within a reasonable time after written notice thereof by Grantor, allowing for weather conditions, and at the sole cost and expense of the Grantor or other party acting under authority of the Grantor, as the case may be.

Grantee agrees, by the acceptance of this Deed of Easement and Right of Way that, upon any opening made in connection with any of the purposes of this easement and right of way, said opening shall be

backfilled and resurfaced to as nearly as possible the same condition as existed when said opening was made, provided that Grantee shall not be obligated to restore landscaping other than reseeding lawn areas disturbed upon entry, all such work to be done at the expense of Grantee.

Grantor does hereby covenant with Grantee as follows:

1. Grantor is the owner in fee simple of the real estate hereby subjected to this Deed of Easement and Right of Way and has good title to convey same, having acquired said real estate from \_\_\_\_\_ by deed dated \_\_\_\_\_ and recorded in the office of the Recorder of Deeds of \_\_\_\_\_ County in Deed Book \_\_\_\_\_, Page \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_;
2. Grantee shall quietly enjoy the said easement and right of way;
3. That the premises hereby subjected to said easement and right of way are subject to no mortgages [except \_\_\_\_\_.]

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this INDENTURE, all as of the day and year first above written.

WITNESS:

By: \_\_\_\_\_  
Print Name, Title

WITNESS:

By: \_\_\_\_\_  
Print Name, Title

**GRANTOR:** [name]

By \_\_\_\_\_  
Print Name, Title  
Date

**GRANTEE:** NEW JERSEY AMERICAN WATER COMPANY, INC.

By \_\_\_\_\_  
Print Name, Title  
Date

Acknowledgment for Individual

STATE OF NEW JERSEY :

COUNTY OF :

On this \_\_\_\_ day of \_\_\_\_\_, 20\_, before me, the undersigned authority, personally appeared \_\_\_\_\_, who acknowledged under oath to my satisfaction that he/she personally signed this Deed and that he/she signed, sealed and delivered this Deed as his/her voluntary act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Acknowledgment for Corporation

STATE OF NEW JERSEY :

COUNTY OF :

On this \_\_\_\_ day of \_\_\_\_\_, 20\_, before me personally came to me known, \_\_\_\_\_ who, being by me duly sworn, did depose and say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Acknowledgment for Partnership

STATE OF NEW JERSEY :

COUNTY OF :

On this \_\_\_\_ day of \_\_\_\_\_, 20\_, before me, the undersigned authority, personally appeared \_\_\_\_\_, a partner of \_\_\_\_\_, a New Jersey Partnership, who acknowledged under oath to my satisfaction that he/she personally signed this Deed and that he/she signed, sealed and delivered this Deed as his/her voluntary act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**Acknowledgement for New Jersey-American Water Company, Inc.**

STATE OF NEW JERSEY

COUNTY OF CAMDEN

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, the undersigned authority, personally appeared \_\_\_\_\_, who, being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of New Jersey-American Water Company, Inc., the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

DRAFT

**CONSENT AND AGREEMENT OF MORTGAGEE**  
**(If property has mortgage)**

\_\_\_\_\_, Mortgagee under a mortgage dated \_\_\_\_\_, recorded in the office of the Clerk of \_\_\_\_\_ County, State of New Jersey in Book \_\_\_\_\_, Page \_\_\_\_\_, et seq., (hereinafter referred to as the "Mortgagee") hereby joins in this Deed of Easement and Right of Way for the express purpose of subjecting to the operation and effect of this Deed of Easement and Right of Way all of its right, title and interest under the Mortgage and in and to the real property described in this Deed of Easement and Right of Way.

Nothing in the foregoing provisions of this Consent and Agreement of Mortgagee shall be deemed in any way to create between any person or entity named in this Deed of Easement and Right of Way as "Grantor" and the undersigned any relationship of partnership or joint venture, or to impose upon the undersigned any liability, duty or obligation whatsoever.

Nothing in the within Consent and Agreement shall (a) constitute a waiver by Mortgagee of any of its rights under the Mortgage as against the Mortgagor, and/or (b) in any way release the Mortgagor from its obligation to comply with the terms, provisions, conditions, covenants, agreements and clauses of the Mortgage; and the provisions of the Mortgage shall remain in full force and effect and must be complied with by the Mortgagor.

IN WITNESS WHEREOF, Mortgagee has executed this Consent and Agreement of Mortgagee or cause it to be executed on its behalf by its duly authorized representatives, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_.

ATTEST:

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

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

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

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

Acknowledgment for Individual

STATE OF NEW JERSEY :

COUNTY OF :

On this \_\_\_\_ day of \_\_\_\_\_, 20\_, before me, the undersigned authority, personally appeared \_\_\_\_\_, who acknowledged under oath to my satisfaction that he/she personally signed this Deed and that he/she signed, sealed and delivered this Deed as his/her voluntary act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Acknowledgment for Corporation

STATE OF NEW JERSEY :

COUNTY OF :

On this \_\_\_\_ day of \_\_\_\_\_, 20\_, before me personally came to me known, \_\_\_\_\_ who, being by me duly sworn, did depose and say that he/she resides at \_\_\_\_\_, that he/she is the \_\_\_\_\_, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

Acknowledgment for Partnership

STATE OF NEW JERSEY :

COUNTY OF :

On this \_\_\_\_ day of \_\_\_\_\_, 20\_, before me, the undersigned authority, personally appeared \_\_\_\_\_, a partner of \_\_\_\_\_, a New Jersey Partnership, who acknowledged under oath to my satisfaction that he/she personally signed this Deed and that he/she signed, sealed and delivered this Deed as his/her voluntary act and deed.

\_\_\_\_\_  
Notary Public  
My Commission Expires:



**SCHEDULE A**  
**(Legal Description/Metes and Bounds)**

DRAFT

**SCHEDULE B**  
**(Associated Easement Drawing/Plan)**

DRAFT