

PREPARED BY:

**DECLARATION OF EASEMENT
(Drainage Easement)**

THIS DECLARATION OF EASEMENT (this "Easement") is made on this

_____ day of _____, 20_____ by

whose mailing address is

(hereinafter referred to as "Grantor"), and **THE COUNTY OF CAPE MAY**, a body corporate and politic of the State of New Jersey, with offices at 4 Moore Road, Cape May Court House, New Jersey 08210 (hereinafter referred to as "Grantee"). The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

THIS EASEMENT is granted by Grantor to Grantee (and to Grantee's successors in title) for and in consideration of One (\$1.00) Dollar and other good and valuable consideration, receipt of which is hereby acknowledged.

THE LANDS AFFECTED by this Easement (the "Affected Lands") are more formally described on **Exhibit "A"** (attached hereto and incorporated herein by this reference) prepared by _____, New Jersey License No. _____. Said Affected Lands is also depicted on a Site Plan/Subdivision Plan dated _____ (last revised _____) as prepared by _____, New Jersey License No. _____, attached hereto as **Exhibit "B"** and incorporated herein by this reference.

SAID AFFECTED LANDS are a part of the lands and premises conveyed unto Grantor by deed from _____, dated _____ and recorded in the Cape May County Clerk's Office on _____ at Deed Book _____, Page _____.

THE TERMS OF THIS EASEMENT are as follows:

1. Grantee is permitted to place, construct, install, operate, maintain and inspect storm drainage facilities across the Affected Lands,

provided that (a) all such facilities shall be constructed and installed under the Affected Lands, (b) all such facilities shall be kept in good repair and operating condition, (c) any plants, shrubs, trees and other growth located on the Affected Lands shall either not be disturbed by such construction and installation or, if disturbed, shall promptly be replaced in like kind, (d) any structures located on the Affected Lands shall either not be disturbed by such construction and installation or, if disturbed, shall promptly be replaced in like kind, and (e) the Affected Lands shall in all other respects be restored to the condition existing immediately prior to such construction and installation.

2. Upon reasonable notice to Grantor, and with Grantor's consent, Grantee shall have the right of ingress and egress to and over the Affected Lands at any time reasonably necessary for the purpose of constructing, repairing or inspecting the said drainage facilities and for doing anything reasonably necessary, useful or convenient for the enjoyment of the specific limited easement herein granted. Grantor shall not unreasonably withhold said approval. However, in the event of an emergency, as solely determined by the County Engineer, Grantor expressly waives said notice and consent provision. Grantee shall use its best efforts during the performance of any such work to minimize interference with Grantor's use and enjoyment of the Affected Lands.

3. Grantee shall have the right to remove at any time any or all of the drainage improvements erected under the Affected Lands subject to the same obligations either not to disturb or to replace in like kind any structures, plants, shrubs, trees or other growth then located on the Affected Lands and to otherwise restore the Affected Lands to the condition existing immediately prior to such removal.

THIS EASEMENT and the rights and obligations hereunder shall run with the land and be binding upon all the parties hereto, their successors, heirs, transferees and assigns.

THE GRANTOR SIGNS THIS DECLARATION OF EASEMENT to be effective as of the date written at the top of the first page.

WITNESS:

GRANTOR:

