WESTERN MONMOUTH UTILITIES AUTHORITY

103 Pension Road, Manalapan, NJ 07726

EXHIBIT C —FORM DEED OF EASEMENT FROM APPLICANT TO THE WMUA

This Deed is made on this _____ day of _____, 20__

BETWEEN [name and address of applicant or property owner], hereinafter referred to as the **Grantor**

AND WESTERN MONMOUTH UTILITIES AUTHORITY, a public body corporate and politic, created and existing pursuant to *N.J.S.A.* 40:14B-1 *et seq;* having its principal office at 103 Pension Road, in the Township of Manalapan, County of Monmouth, New Jersey, hereinafter referred to as the **Grantee.**

Transfer of Ownership. The Grantor grants and conveys an easement in the property (call the "Property") described below to the Grantee. This transfer is made for the sum of **ONE DOLLAR AND 00/100 ($1.00),** receipt of which is hereby acknowledged and other good and valuable consideration.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of the Township of [insert name]
Block No.: [] Lot Nos. [] its successors and assigns forever.

Property. The Easement herein granted and conveyed by the Grantor to the Grantee gives the Grantee the right to maintain, repair or replace its [description of facilities]. The Grantor does further covenant with the Grantee as follows:

(a) Grantor is seized of the Premises and has good right to convey all interests provided for herein.

(b) Grantee shall quietly enjoy the easement and right-of-way, subject to the rights of Grantor and others in and to the Premises.

(c) Grantor agrees that no fill, materials, or equipment may be placed upon the area subject to this easement where loads would exceed 100 lbs./sq.ft., unless specific permission is given by the Western Monmouth Utilities Authority.

(d) Grantor agrees that no trees may be planted in the area subject to the easement that would grow more than five (5) feet tall.

(e) Grantor agrees that no fences or structures may be placed on or around the easement area that would preclude access to the Grantee.

(f) Grantor shall move or remove any fence or other structure from the easement upon the request of the Grantee. If a fence or structure has to be moved or removed by the Grantee, the Grantor shall indemnify and hold harmless the Grantee for moving or removing the fence or structure, including but not limited to claims for injuries and damage.

(g) Any costs incurred by the Grantee in moving or removing a fence or structure from the easement shall be paid by the Grantor. In the event such costs are not paid by the Grantor such unpaid charges shall become a lien against the property pursuant to *N.J.S.A.* 40:14B-42.

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(h) Grantor agrees that no utilities may be placed across the easement without Grantee's approval, which shall not be unreasonably withheld provided that there is no hazard, or exceptional impeding of access to the facilities of the Western Monmouth Utilities Authority.

(i) The Grantee must be given adequate notice of any surface construction on, over or under the easement. Said construction is subject to Grantee's approval which shall not be unreasonably withheld.

(j) Grantee, after doing any work in the easement shall restore the area disturbed substantially to its original condition, to the extent possible.

(k) The terms, conditions and restrictions set forth herein shall be deemed to run with the land in perpetuity and shall not be severed from the land, amended and/or terminated unless authorized by the Grantee in writing and recorded in the Monmouth County Clerk's Office.

The Legal Description of the Easement is attached as schedule "A".

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

[Insert name of Grantor]

Witnesses by: _____

By:

_____

STATE OF NEW JERSEY }

SS:

COUNTY OF }

Be it remembered that on this _____ day of _____, 2007 before me, the subscriber, a Notary Public, personally appeared _____ who being by me duly sworn according to law on his oath, says that he is the person signing this Deed as _____ of _____, was authorized to and did execute this Deed in that capacity for that entity, and that the consideration was $1.00 as defined in N.J.S.A. 46:15-5.

_____

WESTERN MONMOUTH UTILITIES AUTHORITY

103 Pension Road, Manalapan, NJ 07726

EXHIBIT D - FORM DEED RESTRICTIONS

The following language is to be included in any Deed Restriction affecting the WMUA.

SUBJECT to restrictions, reservations, easements, etc. of record, if any. Further subject to the following restrictions:

(a) The Grantor, for itself and for its successors and/or assigns, shall install, repair, maintain and replace as needed all sanitary sewer facilities, equipment and structures located on the Property.
(b) The Grantor, for itself and for its successors and/or assigns, does hereby confirm that the Western Monmouth Utilities Authority shall have no responsibility, liability or obligation to install, repair, maintain, and replace any sanitary sewer facilities, laterals, equipment and structures located on the Property.
(c) The Grantor, for itself and for its successors and/or assigns, does hereby expressly confirm that the Grantor, not the Western Monmouth Utilities Authority, shall be responsible to maintain, repair and upkeep the force main up to its connection with the Western Monmouth Utilities Authority's system. For the purpose of this Deed, the Western Monmouth Utilities Authority's system shall be defined as [definition to be supplied by the WMUA Engineer].
(d) This Restrictive Covenant shall be deemed to run with the land and shall not be severed from the land affected by same.
(e) The terms, conditions and restrictions set forth herein shall be deemed to run in perpetuity and shall not be amended and/or terminated unless authorized by the Western Monmouth Utilities Authority. Any change hereto shall not be deemed effective unless recorded at the Monmouth County Clerk's Office.

WESTERN MONMOUTH UTILITIES AUTHORITY

103 Pension Road, Manalapan, NJ 07726

EXHIBIT E —FORM HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT made this day of ___, 20__

BETWEEN **[APPLICANT'S INFORMATON]**
"APPLICANT,"

AND **WESTERN MONMOUTH UTILITIES AUTHORITY**
a public body politic and corporate and existing pursuant to *N.J.S.A.* 40:14-B-1 *et seq.*, having its principal place of business at 103 Pension Road, in the Township of Manalapan, County of Monmouth and State of New Jersey, hereinafter referred to as "AUTHORITY,"

WHEREAS, AUTHORITY owns and operates a sewage treatment system in the Townships of Manalapan and Marlboro, Monmouth County, New Jersey; and

WHEREAS, APPLICANT intends to connect [describe facilities] on Block [ ], Lot [ ] a/k/a [the Development], (the "Property") via an eight inch (8") line to the [point of connection with the WMUA System].

WITNESSETH THAT, in consideration of the foregoing recitals and the covenants and agreements hereinafter contained, the APPLICANT agrees to maintain the aforesaid eight inch (8") line from the property to the AUTHORITY's system, and maintenance of the line, defined as performing necessary tasks to allow the sewer to continue to transport the flow to the sewer main. Maintenance tasks include prevention of sewerage from leaking from the pipe and groundwater from entering the pipe, sewer jetting in the event of a blockage, repairs and/or replacement of the sanitary sewer pipe and trench and/or pavement repairs over the line.

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In consideration of the foregoing recitals and the covenants and agreements hereinafter contained, the APPLICANT agrees to indemnify and hold harmless the AUTHORITY from any and all losses, claims, damages, or expenses, including, without limiting the generality of the forgoing, attorneys' fees, arising from or growing out of the APPLICANT's maintenance of this line, failure to maintain this line or any other act or failure to act by the APPLICANT that arises from or is a consequence of the APPLICANT maintaining the line. The APPLICANT also agrees to execute any other document that may be requested by the AUTHORITY to effectuate the purpose and intention of this AGREEMENT.

IN WITNESS WHEREOF, the parties have caused these presents to be signed by their proper corporate officers and t heir proper corporate seals to be affixed, the day and year first above written.

BY: _____
[APPLICANT]

ATTEST:

_____

WESTERN MONMOUTH UTILITIES AUTHORITY

BY: _____
, Chairman

ATTEST:

_____
, Secretary