

Prepared by \_\_\_\_\_

(Print name and title below signature)

DEED OF SIGHT EASEMENT

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between (insert grantor's name) residing at (insert grantor's address), County of \_\_\_\_\_, and State of \_\_\_\_\_, hereinafter referred to as "Grantor:"

AND

COUNTY OF MONMOUTH, a municipal corporation of the State of New Jersey, hereinafter referred to as "Grantee."

WITNESSETH:

The Grantor, in consideration of the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee, its successors and assigns forever, an easement in, across, and over the property of the Grantor, situate in the Borough/Township of \_\_\_\_\_, County of Monmouth, and State of New Jersey, and more particularly described in Schedule "A" attached hereto and made a part hereof.

Being and intended to describe a portion of Lot , Block as an easement conveyed to the Grantee for the purpose of inspecting and removing any obstructions, natural or otherwise, to the clear sight line which is necessary for the safe use of the traffic intersection(s) and further, consisting of the right to restrict the plantings of trees or other plants and vegetation, or the location of structures, fences or alterations of topography or contour of land, including but not limited to the placement of fill that would obstruct clear sight across the easement area. Routine maintenance of the sight easement area to maintain an unobstructed sight line shall be the responsibility of the owner.

Together with the right of the Grantee, its successors and assigns, to enter in and upon the premises described herein with labor, equipment, vehicles and material at any and all times for the purpose of maintaining the unobstructed sight required for the enjoyment of the easement.

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

This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon and in favor of the successors and assigns of the respective parties hereto.

The Grantor herein reserves the right to cross the easement herein described provided that no new driveway or road access is constructed without prior approval of the County Engineer.

Grantor does covenant with the said Grantee that he/she is lawfully seized of the land upon which said easement and right-of-way is granted and has good and lawful right to convey any part thereof.

And the Grantor does covenant with the said Grantee as follows:

1. That the said Grantor has good and marketable title to the premises detailed 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.

**PROMISES BY GRANTOR.** The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

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

*Insert Signature Page & Acknowledgment Here*

*Please Note: If necessary, you can click on the following link to obtain a:*

*[Signature Page and Acknowledgement](#)*