

TERMS AND PROVISIONS OF THE EASEMENT

1. The Owner doth grant, covey and confirm unto the Township, its successors and assigns, in perpetuity, the free, uninterrupted and undisturbed right and easement to enter upon the lands herein described at any time for the purpose of constructing and installing all municipal services in, under, over and upon the said lands, and with the further and continuing right to the said Township, its successors and assigns, and its servants, agents and workman to enter upon the said lands at any time to construct, repair, correct, operate, replace and maintain at all times in good condition and repair the said municipal services and for every such purpose the Township shall have access to the said lands at all times by its agents, servants, employees and workman.
2. The Township covenants and agrees that, upon completion of any work undertaken hereunder, the Township will restore the areas of land upon which it has performed work to the same condition as that in which the lands were found prior to the commencement of the work
3. The Owner covenants with the Township to keep the lands herein described free and clear of any trees, building, swimming pools, structures or other obstructions which may limit the use, operation, repair, replacement or maintenance of the easement and to use the lands herein described only in a manner and for purposes not inconsistent with the exercise of the rights created by this indenture and without limiting the generality of the foregoing, only as a yard, lawn, garden, flowerbed, roadway, driveway or parking area and the Owner agrees to not do or suffer to be done anything which might injure any of the works of the Township hereon.

The term "building" as set out herein shall specifically include any window sills, chimney breasts, cornices, eaves or other architectural features projecting from the first floor of the building but shall not include window sills, chimney breasts, cornices, eaves or other architectural features projecting from the second floor of the building by less than two (2) feet and such second floor projections shall be specifically authorized and allowed to encroach upon the lands herein described.

4. The Township, by the acceptance and registration of the within Easement, agrees to be bound by the terms and provisions contained herein.
5. The burden and benefit of this Agreement shall run with the lands herein described and shall extend to and be binding upon and endure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.