

**MINI-SYSTEM #35 SANITARY SEWER REHABILITATION PROJECT**

**TEMPORARY RIGHT OF ENTRY AGREEMENT**

DATE OF AGREEMENT: \_\_\_\_\_, 2022

PROPERTY: Block\_\_\_\_, Lot\_\_\_\_ (“Property”)

STREET ADDRESS:

OWNER: \_\_\_\_\_ (“Owner”)

TO: Princeton, a municipal corporation of the State of New Jersey, having an address of 400 Witherspoon Street, Princeton New Jersey 08540 (“Princeton”)

**W I T N E S S E T H**

The undersigned Owner of the above-referenced Property does hereby grant permission to Princeton and each of its officers, employees, agents, contractors and consultants (hereafter collectively “Princeton”), to enter upon and to have non-exclusive rights of entry onto the Property to the extent necessary to perform work in furtherance of the Mini-System #35 Sanitary Sewer Rehabilitation Project (“Sewer Project”), for the purpose of rehabilitating the public sanitary sewer main(s) and the private sanitary sewer lateral serving the Property. Entry may be made immediately upon execution of this Agreement by the parties.

This right of entry is given and accepted subject to the following conditions:

1. Princeton shall be solely responsible for overseeing, inspecting, approving and completing the work on the Property in furtherance of the Sewer Project, and all such work shall be done solely at Princeton’s expense.
2. Before any work takes place on the Property, Princeton shall provide at least five (5) calendar days prior written notification to the Owner at the above-referenced address.
3. Work on the Property will involve chemical grouting of the public sanitary sewer system, as well the sewer lateral which connects the Owner’s Property to the public sanitary sewer system. In order to execute this work, Princeton intends to insert the equipment used for grouting and related work into the sewer pipes through maintenance holes and lateral cleanouts and will utilize foot and vehicular access along the length of the sewer main, sewer lateral, and the maintenance hole access path, as shown on the attached Exhibit A:
  - a. Sewer mains are depicted by solid blue lines;

- b. Sewer laterals are depicted in solid neon green lines;
- c. The maintenance hole access path, is the area between the dotted magenta line;
- d. Maintenance holes are depicted by dark green circles; and
- e. Existing sewer easements are depicted by light orange polygons.

The parties acknowledge that the locations of the sewer infrastructure shown on Exhibit A are estimated locations and may not be exact, and therefore, Princeton may need to access areas outside of the limits shown, based on actual field conditions or property owner feedback. The parties further acknowledge that work on the sewer lateral shall be limited to the exterior of the residence and no work shall be conducted inside the residence.

- 4. Unless specifically advised in writing otherwise, the work on the Property shall be limited to the following trenchless technologies: injecting chemical grout into the joints and cracks of the sanitary sewer mains and laterals, chemically grouting and lining maintenance holes, installing cured in place pipe liners, root removal, pipe cleaning, and closed-circuit television inspections of pipes.
- 5. Any and all areas disturbed by the work shall be repaired to the same condition as they were prior to commencement of the work on the Property, reasonable wear and tear excepted.
- 6. The sewer lateral serving the Owner's Property is and shall remain the Owner's private property, and the continued maintenance and upkeep of the sewer lateral serving the Property shall remain the Owner's sole responsibility.
- 7. This Agreement shall automatically terminate upon Princeton's final approval and acceptance of the Sewer Project.
- 8. In the event that the Owner sells or transfers the Property prior to the completion of said work, the right of entry herein granted to Princeton shall be binding on any successors or assigns of the Owner. The Owner agrees to make this right of entry known to any purchaser of the Property.
- 9. To the extent permitted by applicable law, Princeton agrees to defend, indemnify and hold the Owner harmless from any damages or losses (including, but not limited to, reasonable attorney's fees) which the Owner may sustain in connection with or arising from the negligent acts, errors or omissions of Princeton while performing work on the above-referenced Property pursuant to this Agreement.

10. Princeton shall comply with all environmental laws and regulations whether federal, state or local with regard to its access and construction at the Property. Princeton shall not use, store, deposit, spill or otherwise place any hazardous waste, substance or material at, on or under the Property during the term of this Agreement.
11. During the term of this Agreement, Princeton shall not suffer or permit any contractor or workman lien to attach or be filed against the Property. In the event any such lien is filed against the Property, Princeton shall cause said lien to be removed within ten (10) days.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be properly executed the day and year first written above.

**ATTEST:**

**THE MUNICIPALITY OF PRINCETON**

\_\_\_\_\_  
Delores A. Williams, Clerk

By: \_\_\_\_\_  
Mark Freda, Mayor

**Witness**

**Property Owner**

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Owner