

JUN 30 2003



199567

Prepared by: Norman B. Kauff, Esq.

DEED OF EASEMENT

This Deed is made on June 24, 2003

BETWEEN MARGIE O. BELLAMY
20 Avon Street
Aberdeen, New Jersey 07721

referred to as the Grantor,

AND TOWNSHIP OF ABERDEEN
One Aberdeen Square
Aberdeen, New Jersey 07747

referred to as the Grantee.

WITNESSETH:

That the Grantor for and in consideration of the sum of Two Hundred Fifty (\$250.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the Grantee a permanent easement for purpose of sidewalk/curb improvements and utility easement subject to the terms, conditions and covenants hereinafter set forth in, along and upon the easement premises which is property situated and lying in the Township of Aberdeen, County of Monmouth and State of New Jersey, being more fully described in Schedule A which is made a part hereof. The attached description relating to the permanent easement applies to this Deed only.

This easement is dedicated to the Grantee for the purpose of constructing sidewalk/curb improvements and consists of the right to have public access over, across and through the lands of the Grantor located in the Township of Aberdeen as set forth in Schedule A.

Together with the free right of ingress and egress over and across such property insofar as such right of ingress and egress is necessary for the proper use of the rights granted herein provided, however, that such right of ingress and egress herein granted across the easement premises shall be exercised and used in such a manner as not to cause any damage

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or destruction of any nature whatsoever to interruption of the use of the adjoining lands owned by the Grantor, its successors and/or assigns.

The Grantee agrees it will indemnify, defend, save and hold the Grantor harmless from all claims, causes and actions, suits, damages or demands whatsoever in law and in equity which may arise out of or as a consequence of the negligence of the Grantee, or its authorized agents, servants or employees, in utilizing said easement for its intended purpose, subject to any statutory provision, including the Tort Claims Act, case law, administrative rule or regulation or ordinance provision which may now or hereafter be adopted which may legally affect the liability or immunity of the Grantee, its successors and/or assigns.

The Grantor hereby reserves the right to use the easement premises in any manner which will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder provided, however, that Grantor shall not obstruct or permit to be obstructed the easement premises at any time whatsoever without the express written consent of the Grantee.

The Grantor shall have the right to grant other nonexclusive easements under, over, along or upon the easement premises provided, however, any such other easements shall not substantially interfere with or impair the easement hereby granted.

Should the Grantee for any reason hereafter abandon the use of the easement herein granted, then the rights of the Grantee in and to such easement shall end and terminate and the full and complete title of said ground shall revert to the Grantor, its successors and/or assigns.

All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

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

- (1) The said Grantor is seized of the said easement and right-of-way and has good right to convey the same;
- (2) The Grantee shall quietly enjoy the said easement and right-of-way;
- (3) The Grantee shall have quiet possession of the easement free from all encumbrances;
- (4) The Grantor will execute such further assurances of the said lands as may be



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TIMOTHY W. GILLEN, P.E., P.P.
BRUCE M. KOCH, P.E., P.P.
ERNEST J. PETERS, JR., P.E., P.P.

May 16, 2003
Lot 13, Block 173
Proposed Right of Way & Utility Easement
Township of Aberdeen
File No. P-AB-00634-01

LEGAL DESCRIPTION
Proposed Right of Way & Utility Easement
Through a portion of Lot 13, Block 173
Township of Aberdeen
Monmouth County, New Jersey

Said lands being known and designated as a portion of Lot 13, Block 173, in the Township of Aberdeen as shown and delineated on the official Tax Map for the Township of Aberdeen.

PERMANENT Right of Way & UTILITY EASEMENT

Being an irregular strip of land upon, through and across premises known and designated as Lot 13 in Block 173 on the current Township of Aberdeen Tax Map and being more particularly described as follows:

Beginning at a point, said point being the intersection of the northeasterly right-of-way line of Avon Street (40-foot Wide Right-of-Way) with the southeasterly right-of-way line of Delaware Avenue (40-foot wide Right-of-Way), a.k.a. Delaware Avenue, and from said beginning point running, thence:

- 1) Along said southeasterly right-of-way line of Delaware Avenue, North $47^{\circ} 13' 04''$ East, a distance of 12.41 feet to a point of curvature, thence
- 2) In a general southerly direction on the arc of a curve to the left having a radius of 10.00 feet and an arc length of 17.85 feet, chord bearing and distance of South $3^{\circ} 55' 26''$ East 15.57 feet, to a point of tangency, in the northeasterly Right-of-Way line of Avon Street, thence
- 3) Along said northeasterly right-of-way line of Avon Street, North $55^{\circ} 03' 56''$ East, a distance of 12.41 feet to the point and place of beginning.

Said description of the Proposed Right of Way & Utility Easement through Lot 13, Block 173, containing 35 Square Feet, more or less.



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Said description having been drawn in accordance with a certain map entitled "Sketch of Proposed Easement to be Acquired by the Township of Aberdeen, through Block 173, Lot 13, prepared for the Township of Aberdeen, situated in the Township of Aberdeen, Monmouth County, New Jersey", sheet 1 of 1, prepared by CME Associates, dated December 20, 2002.

Said described lands being subject to easements, restrictions and agreements of record and such facts as may be disclosed in a full and accurate Title Search into the property-in-question and the immediate adjoiners.

Said described lands being known as a portion of Block 173, Lot 13, as shown on the official Tax Map of the Township of Aberdeen.

Michael J. McGurl
Professional Land Surveyor
New Jersey License No. 38338

Block 173 Lot 13

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required by Grantee to correct any title defect;

(5) The Grantor will warrant generally the easement hereby conveyed.

The Grantor promises the Grantor has done no act to encumber the property. This promise is called a "Covenant as to Grantor's Act" (N.J.S.A. 46:4-6). This promise means the Grantor has not allowed anyone else to obtain any legal rights which affect the property.

IN WITNESS WHEREOF the Grantor has executed or has caused this instrument to be executed by its proper officers duly authorized to execute the same the day and year first above written.

Witness:

MB

Margie O. Bellamy

MARGIE O. BELLAMY

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STATE OF NEW JERSEY :
: ss:
COUNTY OF MONMOUTH :

M. CLAIRE FRENCH
COUNTY CLERK
MONMOUTH COUNTY
NEW JERSEY

INSTRUMENT NUMBER
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COUNTY RECORDING FEES \$3.00
TOTAL \$3.00

I certify that on June 24, 2003 Margie O. Bellamy personally came before me and acknowledged under oath to my satisfaction that they: (a) are named in and personally signed this Deed of Easement; (b) signed, sealed and delivered this Deed as their act and deed and (b) made this Deed for \$250.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5)

\$12.01

MB

MARC B. SCHRAM
ATTORNEY-AT-LAW
STATE OF NEW JERSEY

RECORD AND RETURN TO:
TOWNSHIP OF ABERDEEN
ONE ABERDEEN SQUARE
ABERDEEN NJ 07747