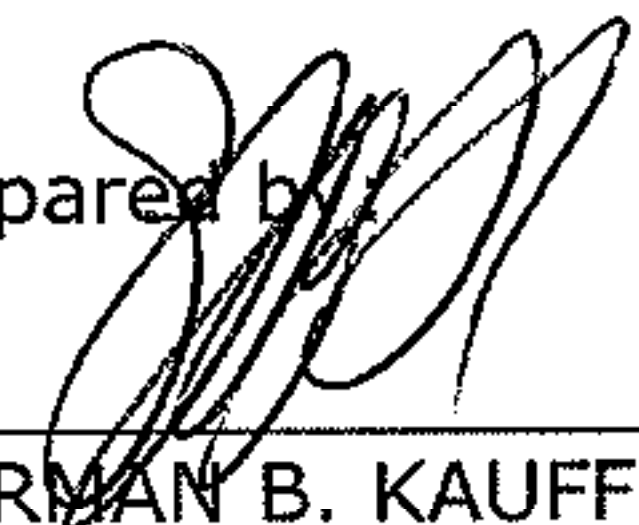


Prepared by 
NORMAN B. KAUFF, ESQ.

M. CLAIRE FRENCH
COUNTY CLERK
MONMOUTH COUNTY
NEW JERSEY

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



DEED OF EASEMENT AND RIGHT OF WAY

This Indenture made this 7th day of APR, 2001 by and between

JAMES SWINDELL and ALFREDA SWINDELL
150 County Road
Aberdeen, New Jersey 07721
hereinafter referred to as "Grantor"

and
TOWNSHIP OF ABERDEEN
a municipal corporation of the State of New Jersey
One Aberdeen Square
Aberdeen, New Jersey 07747
hereinafter referred to as the "Grantee"

WITNESSETH:

That the Grantor for and in consideration of the sum of THREE HUNDRED (\$300.00) 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 subject to the terms, conditions and covenants hereinafter set forth in, along and upon the easement premises which are all those parcels or tracts of real 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.

This easement is dedicated to the Township of Aberdeen for the purpose of future road widening of County Road and consists of the right to have public access over, across and through the lands of the Grantor, together with the right to construct a public sidewalk across and through the lands of the Grantor. This easement is intended to be an uninterrupted and unobstructed easement across and over the land described consisting of the right to traverse on foot, by vehicle and/or machine.

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 regulations or ordinance provision which may now or hereafter be adopted, which may legally affect the liability or immunity of the Grantee, their successors and/or assigns.

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.

APR 12 2001

NOT CERTIFIED COPY



JOHN H. ALLGAIR, P.E., P.P.
DAVID J. SAMUEL, P.E., P.P.
JOHN J. STEFANI, P.E., L.S., P.P.
JAY B. CORNELL, P.E., P.P.
MICHAEL J. McCLELLAND, P.E., P.P.
GREGORY R. VALES, P.E., P.P.

TIMOTHY W. GILLEN, P.E., P.P.
BRUCE M. KOCH, P.E., P.P.
ERNEST J. PETERS, JR., P.E., P.P.
BERNARD R. BERSON, P.E., L.S., P.P.

P-AB-00620-01
1-300-0000-01
May 31, 2000

DESCRIPTION FOR RIGHT-OF-WAY EASEMENT ACQUISITION PURPOSES, SITUATED IN THE TOWNSHIP OF ABERDEEN, COUNTY OF MONMOUTH, STATE OF NEW JERSEY.

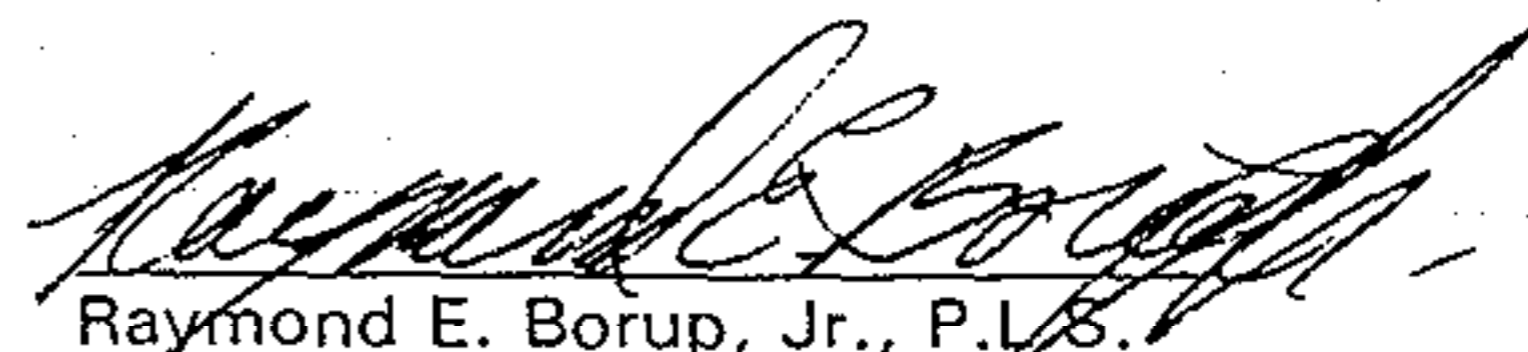
Being a 1.00 foot wide strip of land upon and across premises known and designated as Lot 5 in Block 173 on the current Township of Aberdeen Tax Map, Sheet No. 31, and being more particularly described as follows:

COMMENCING at a point in the northwesterly right-of-way line of County Road (16.50-foot half width) where the same is intersected by the common line between Lots 5 and 6, Block 173, and along said common line North 43°-28'-12" West, a distance of 5.00 feet to a point in the northwesterly line of an existing easement for road widening purposes, said point being the point of beginning for the herein described easement, and from said point of beginning RUNNING:

1. Along the aforementioned common line, North 43°-28'-12" West, a distance of 1.00 feet to a point; thence
2. Through Lot 5, Block 173, parallel with, and 1.00-foot northwest of, the existing easement for road widening purposes, North 46°-31'-48" East, a distance of 60.00 feet to a point in the common line with Lot 4, Block 173; thence
3. Along said common line, South 43°-28'-12" East, a distance of 1.00 feet to a point in the aforementioned existing easement; thence
4. Along said easement, through Lot 5, Block 173, South 46°-31'-48" West, a distance of 60.00 feet to the point and place of BEGINNING.

Containing 60.00 Square Feet or 0.001 Acre, more or less.

Subject to such state of facts as may be disclosed by an accurate survey.


Raymond E. Borup, Jr., P.L.S.
Professional Land Surveyor
New Jersey License No. 12803

SCHEDULE A



The Grantor shall have the right to grant other nonexclusive easements under, over, along or upon the easement premises provided, however, that 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 property shall revert to the Grantor, their successors and/or assigns.

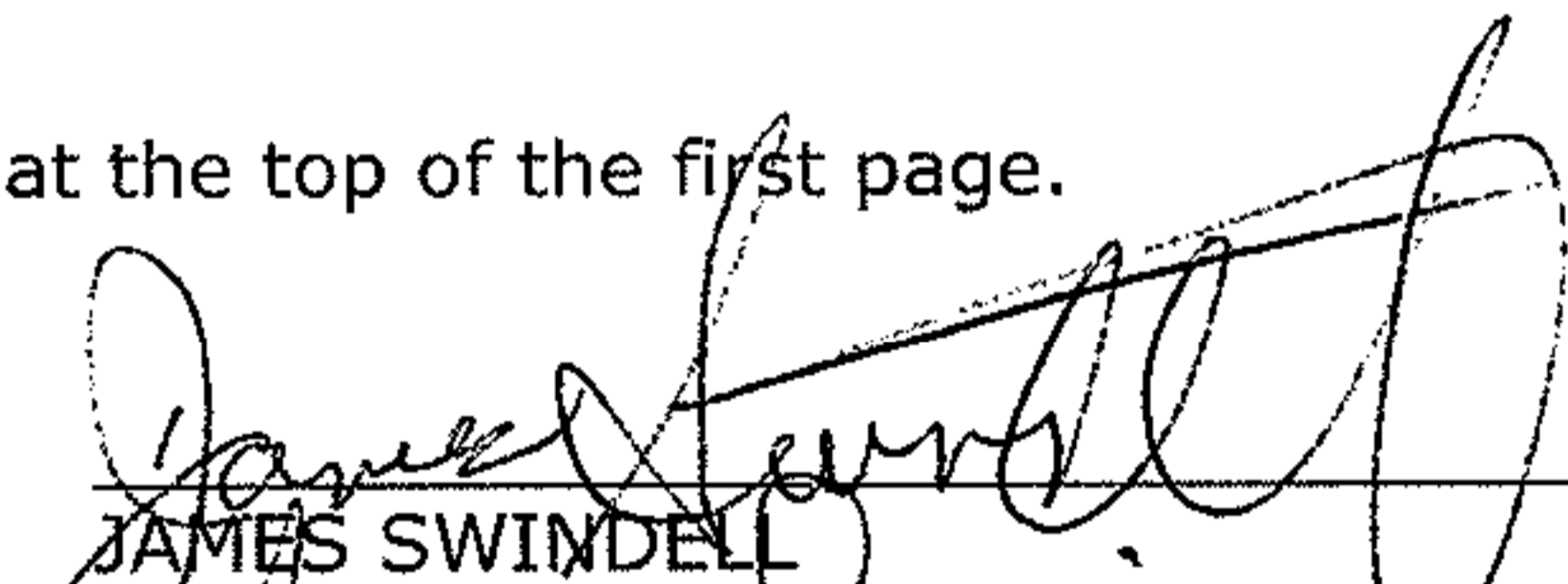

All rights, title and privileges herein granted, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

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 covey 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 required by Grantee to correct any title defect;
- (5) The Grantor will warrant generally the easement hereby conveyed.

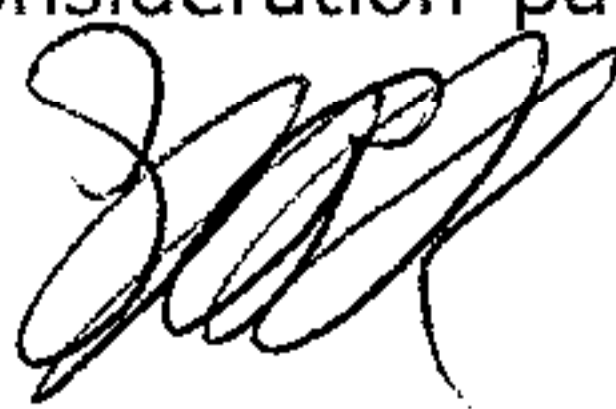
The Grantor promises he has done no act to encumber the property. This promise is called a "Covenant as to Grantor's Act" (N.J.S.A. 46:4-6). This promise means the Grantor has not allowed anyone else to obtain any legal rights which affect the property.

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


 JAMES SWINDELL

 ALFREDA SWINDELL

STATE OF NEW JERSEY :
 : SS:
 COUNTY OF MONMOUTH :

I certify that on APR 7, 2001 James Swindell and Alfreda Swindell personally came before me and acknowledged under oath to my satisfaction that they (a) are named in and personally signed this Deed of Easement and Right of Way; (b) signed, sealed and delivered this Deed of Easement and Right of Way as their act and deed and (c) made this Deed of Easement and Right of Way for \$300.00 as the full and actual consideration paid or to be paid for the transfer of title.



RECORD AND RETURN TO:
 TOWNSHIP OF ABERDEEN
 ONE ABERDEEN SQUARE
 ABERDEEN, N.J. 07747

R 12 (01)

NORMAN B. KAUFF
 Attorney-At-Law
 State of New Jersey