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SEP 13 2006

Prepared by: Lawrence D. Kantor
Lawrence D. Kantor

DEED OF EASEMENT FOR ROAD WIDENING PURPOSES

THIS Deed is made on

SEPT 7, 2006

BETWEEN

ST. MARK A.M.E. ZION CHURCH, INC.,
218 Delaware Avenue, Cliffwood, NJ 07721

referred to as the Grantor,

AND

TOWNSHIP OF ABERDEEN
One Aberdeen Square, Aberdeen, NJ 07747

referred to as the Grantee.

WITNESSETH:

The Grantor in consideration of the sum of ONE (\$1.00) DOLLAR and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and convey to the Grantee a permanent road widening 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;

The easement is dedicated to the Township of Aberdeen for the purpose of road widening of Straghan Street, Bayview Street and Delaware Avenue, said easement is intended to be an uninterrupted and unobstructed easement under, across and over the area described, consisting of the right to widen the aforesaid roads, which may in the opinion of the Township of Aberdeen become necessary in the future.

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, such right of ingress and egress herein granted across

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MONMOUTH COUNTY, NJ

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TOTAL \$8.00

R+R (01)

Township of
Aberdeen
ATTN: Karen Ventura
One Aberdeen Square
Aberdeen NJ 07747

RICHARD K. HEUSER, P.C.
Engineering – Surveying - Planning
307 Main Street
Matawan, N.J. 07747
Phone: (732) 566-0850

RICHARD K. HEUSER, P.E., L.S. & P.P.
BRUCE R. HEUSER, P.L.S. & P.P.

Richard Heuser, CE (1904-1963)
Karl F. Heuser, P.E. & L.S. (1930-1983)

DESCRIPTION
Road Widening & Sidewalk Easement

to
Aberdeen Township

Premises situate in the
Township of Aberdeen,
County of Monmouth, and
State of New Jersey

TAX MAP REFERENCE: PART OF LOTS 7, 8, 9, 10, 11, & 12, BLOCK 176

Beginning at the point of intersection formed by the easterly line of Straghan Street with the northerly line of Delaware Avenue;

Thence (1) North 23 degrees 32 minutes 10 seconds West, along the easterly line of Straghan Street 140 00/100 feet to the front corner common to Tax Map Lot 6 and Lot 7, Block 176;

Thence (2) North 51 degrees 02 minutes 50 seconds East, along the dividing line between said Lot 6 & Lot 7, 5 19/100 feet to a point;

Thence (3) South 23 degrees 32 minutes 10 seconds East, parallel with and distant 5 feet measured easterly from and at right angles to the first course 134 81/100 feet to a point;

Thence (4) North 51 degrees 02 minutes 50 seconds East, parallel with and distant 5 feet measured northerly from and at right angles to the northerly line of Delaware Avenue 189 63/100 feet to a point;

Thence (5) North 23 degrees 32 minutes 10 seconds West, parallel with and distant 5 feet measured westerly from and at right angles to the westerly line of Bayview Street 212 21/100 feet to a point in the dividing line between Tax Map Lot 12 and Lot 1.02, Block 176;

Thence (6) North 44 degrees 50 minutes 50 seconds East, 5 38/100 feet to the westerly line of Bayview Street;

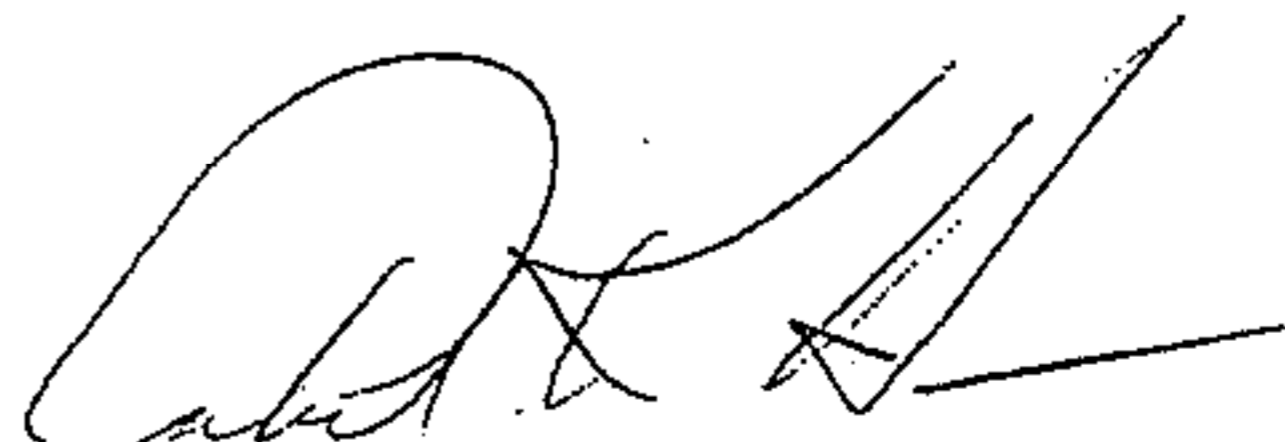
Thence (7) South 23 degrees 32 minutes 10 seconds East, along the westerly line of Bayview Street 218 00/100 feet to its intersection with the northerly line of Delaware Avenue;

Thence (8) South 51 degrees 02 minutes 50 seconds West, along the northerly line of Delaware Avenue 200 00/100 feet to the place of Beginning.

Containing: 2737 square feet.

Dated: January 23, 2006
5060 Road Widening Esmt.

Signed:


Richard K. Heuser, P.E. & L.S.

the easement premises shall be exercised and used in such a manner as not to cause any damage or destruction of any nature whatsoever or 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.

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

The Grantor promises it has done no act to encumber the property. This promise is called a "Covenant as to Grantor's Act" (N.J.S.A. 46:4-7). This promise means the Grantor has not allowed anyone else to obtain any legal rights which affect the property.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Aberdeen Township Block No. 176, Lot Nos. 7, 8, 9, 10, 11 and 12
The Grantor signs this Deed as of the date at the top of the first page.

Please see attached legal description annexed hereto and made apart hereof.

BEING part of the same premises conveyed to St. Mark A.M.E. Zion Church, Inc. by deed from Saint Marks A.M.E. Zion Church, a body corporate, a/k/a St. Marks A.M.E. Zion Church, Inc., a/k/a St. Mark A.M.E. Zion Church, a/k/a St. Marks AME Zion Church dated January 17, 2002 and recorded on March 26, 2002 in the Monmouth County Clerk's Office in official record 8093, page 7681. And by previous Deed dated August 31, 1981 and recorded on September 17, 1981 from Township of Aberdeen to St. Marks AME Zion Church in the Monmouth County Clerk's Office in Deed Book 4318, page 577.

This Deed is signed and attested to by the Grantor's proper corporate officers as of the date at the top of the first page. (Print name below each signature.)

Witnessed or Attested by:

Iry Williams
IRY WILLIAMS, Secretary

ST. MARK A.M.E. ZION CHURCH, INC.

BY: Ephraim B. Hughes
EPHRAIM B. HUGHES, Chairman
of the Board of Trustees

STATE OF NEW JERSEY, COUNTY OF MONMOUTH SS.

I CERTIFY that on Sept 11 2006

Ephraim B. Hughes & Iry Williams personally came before me and stated to my satisfaction that this person (or if more than one, each person);
(a) was the maker of this Deed;
(b) was authorized to and did execute this Deed as Chairman of the Board of Trustees of St. Mark A.M.E. Zion Church, Inc., the entity named in this Deed; and,
(c) executed this Deed as the act of the entity.

Theresa Wesby
NOTARY TO SIGN
NOTARY SEAL STAMP
THERESA WESBY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Oct 11, 2010