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Prepared by

Frederick J Kalma
Frederick J Kalma

DEED OF EASEMENT

This Deed is made on *Aug 27*, 2005

BETWEEN **WILBERT T. BARNO and KAREN A. BARNO, his wife,**
224 Arlington Avenue, Aberdeen, NJ 07747;

Referred to as the Grantor,

AND

TOWNSHIP OF ABERDEEN
One Aberdeen Square
Aberdeen, New Jersey 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 easement for road widening and maintenance purposes, sidewalk/curb improvements and utility 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, part of block 180, new lot 14.01, being more fully described in Schedule A which is made a part hereof;

The easement is dedicated to the Grantee for the future road widening and maintenance purposes and for such other use or uses which may in the discretion of Grantee be warranted.

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 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,

TOTAL
FEES
COUNTY RECORDING \$8.00
Total Fees: 4
PAGE: 8100
BOOK: 08-8533
10:36:55 AM
JAN 16, 2006
RECORDED ON
2006008338
INSTRUMENT NUMBER
M CLAIR FRENCH, CLK
MONMOUTH COUNTY, NJ

NOT RECORDED COPY

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 Easement

to
Township of Aberdeen

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

TAX MAP REFERENCE: Part Of LOT 14.01, BLOCK 180

Beginning at the point of intersection formed by the westerly line of Bayview Street, 40 feet wide, with the northwesterly line of Arlington Avenue, being measured 20 feet northwesterly from and at right angles to the centerline;

Thence (1) South 44 degrees 50 minutes 50 seconds West, along the northwesterly line of Arlington Avenue 157 24/100 feet to the front corner common to Lot 13.01 and Lot 14.01;

Thence (2) North 45 degrees 09 minutes 10 seconds West along the dividing line between Lot 13.01 and Lot 14.01, 5 00/100 feet to a point;

Thence (3) North 44 degrees 50 minutes 50 seconds East, through Lot 14.01 and being measured 25 feet northwesterly from and at right angles to the centerline 143 66/100 feet to a point of curve;

Thence (4) Northerly along a circular curve to the left having a radius of 15 feet, an arc distance of 17 90/100 feet to a point of tangency;

Thence (5) North 23 degrees 32 minutes 10 seconds West, parallel with and distant 25 feet westerly from and at right angles to the centerline of Bayview Street 27 46/100 feet to a point in the division line between Lot 14.01 and Lot 15;


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

Thence (7) South 23 degrees 32 minutes 10 seconds East, along the same 43 03/100 feet to the place of Beginning.

Containing: 998 square feet.

Dated: March 8, 2005

Signed:


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

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. 46:4-6). 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.

WITNESSETH:

Wilbert T. Barno (L.S.)
WILBERT T. BARNO

Karen A. Barno (L.S.)
KAREN A. BARNO

STATE OF NEW JERSEY:

SS:

COUNTY OF MONMOUTH:

I, CERTIFY that on Aug 27 2005, Wilbert T. Barno and Karen A. Barno, personally came before me and stated to my satisfaction that each is the person named in and who executed this instrument and thereupon acknowledged that this instrument was signed and delivered as their voluntary act for the uses and purposes herein expressed.

Michael J. Zareva
Notary Public

MICHAEL J. ZAREVA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 2/28/2006

RECORD & RETURN TO:
Aberdeen Township Clerk
One Aberdeen Square
Aberdeen, N.J. 07747

01

Sworn to and subscribed before
me this 27 day of Aug 2005