


JAN 09 2009


Prepared By: Thomas C. Pieper
Attorney at Law of New Jersey



DEED OF EASEMENT

This Deed is made on December 29, 2008, between

Juan Medina
P.O. Box 162
Keyport, NJ 07735

TOTAL PAID \$80.00
COUNTY RECORDING FEES \$80.00

Referred to as the Grantor,

AND

TOWNSHIP OF ABERDEEN
One Aberdeen Square
Aberdeen, NJ 07747

Total Pages: 5
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11:47:47 AM
Jan 09, 2009
RECORDED ON
2009002157
INSTRUMENT NUMBER
MONMOUTH COUNTY, NJ
CLAIRE FRENCH, CLK

Referred to as the Grantee.

W I T N E S S E T H:

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, being known as 93 Kennedy Avenue, Aberdeen, NJ, and also being a portion of block 188, lot 9, 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, 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.

LEO A. KALIETA & CO.

PROFESSIONAL LAND SURVEYOR
20 MIDDLESEX ROAD MATAWAN, NEW JERSEY 07747
(732) 583-9155
FAX (732) 583-8528

September 4, 2008

Township of Aberdeen Monmouth County, New Jersey

Beginning at a point lying in the Southwesterly Right of Way Line of Kennedy Avenue, said point being distant 60.00 feet Northwesterly from a point formed by the intersection of the said Southwesterly Right of Way Line of Kennedy Avenue and the Northwesterly Right of Way Line of Nathan Court, and running thence

1. South 50 degrees 02 minutes 50 seconds West, a distance of 5.21 feet to a point, thence
2. North 23 degrees 32 minutes 10 seconds West, a distance of 60.00 feet to a point, thence
3. North 50 degrees 02 minutes 50 seconds East, a distance of 5.21 feet to a point lying on the Southwesterly Right of Way Line of Kennedy Avenue, thence
4. South 23 degrees 32 minutes 10 seconds East, along said Right of Way Line, a distance of 60.00 feet TO THE POINT AND PLACE OF BEGINNING.

Describing a 5 foot wide Road Widening Easement along and parallel to Kennedy Avenue within Lot 9 in Block 188.



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

Juan Medina

Current Resident Address:

Street: P.O. Box 162

City, Town, Post Office

State

Zip Code

Keyport

NJ

07735

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

188

9

Street Address:

93 Kennedy Avenue

City, Town, Post Office

State

Zip Code

Aberdeen

NJ

07747

Seller's Percentage of Ownership

Consideration

Closing Date

100%

1.00

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

1. I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).
- No non-like kind property received.
8. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

12-29-08
Date

Juan Medina
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY Monmouth } SS. County Municipal Code 1301
MUNICIPALITY OF PROPERTY LOCATION Aberdeen

FOR RECORDER'S USE ONLY
Consideration \$ _____
RTF paid by seller \$ _____
Date _____ By _____

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Juan Medina, being duly sworn according to law upon his/her oath, (Name) deposes and says that he/she is the Grantor in a deed dated _____ transferring (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.) real property identified as Block number 188 Lot number 9 located at 93 Kennedy Avenue, Aberdeen, NJ and annexed thereto. (Street Address, Town)

(2) CONSIDERATION \$ 1.00 (See Instructions #1 and #5 on reverse side)

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS: (See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ _____ + _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.
Consideration less than \$100.00

(5) PARTIAL EXEMPTION FROM FEE (See Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) 62 years of age or over. * (See Instruction #9 on reverse side for A or B)
- B. { BLIND PERSON Grantor(s) legally blind or, *
- DISABLED PERSON Grantor(s) permanently and totally disabled Receiving disability payments Not gainfully employed*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:

- Owned and occupied by grantor(s) at time of sale. Resident of State of New Jersey.
- One or two-family residential premises. Owners as joint tenants must all qualify.

*IN THE CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (See Instruction #9 on reverse side)

- Affordable according to H.U.D. standards. Reserved for occupancy.
- Meets income requirements of region. Subject to resale controls.

(6) NEW CONSTRUCTION (See Instructions #2, #10 and #12 on reverse side)

- Entirely new improvement. Not previously occupied.
- Not previously used for any purpose. "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

(7) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 29 day of December, 20 08

Thomas C. Pieper, Esq.
Attorney at Law
State of New Jersey

Juan Medina
Signature of Deponent
P.O. Box 162, Keyport, NJ
Deponent Address
xxx-xxx-512
Last 3 digits in Grantor's Social Security Number

Juan Medina
Grantor Name
P.O. Box 162, Keyport, NJ
Grantor Address at Time of Sale
Thomas C. Pieper, Esq.
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.

STATE OF NEW JERSEY - DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: www.state.nj.us/treasury/taxation/lpt/localtax.shtml

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.

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.

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:



JUAN MEDINA

STATE OF NEW JERSEY :
SS:
COUNTY OF MONMOUTH :

I, CERTIFY that on December 29, 2008, Juan Medina, personally came before me and stated to my satisfaction that this person (or if more than one, each person) 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.



JEANNE C. RAPOZA
NOTARY PUBLIC
NEW JERSEY

MY COMMISSION EXPIRES 6-12-2013

R+R
Thomas Pieper Esq.
30 Fresco Ave. - Route 79
Victoria Plaza, Suite 6
Matawan NJ 07047