



Prepared by *F. J. Kalma*

**FREDERICK J. KALMA  
ATTORNEY AT LAW  
POST OFFICE BOX 406  
MATAWAN, N.J. 07747**

**DEED OF EASEMENT**

This Deed is made on *Dec 20*, 2007

BETWEEN **ROBERT SILVERSTEIN and LISA SILVERSTEIN, husband and wife**

Referred to as the Grantor,

AND

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

Referred to as the Grantee.

**APR 07 2008**

**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, a portion of block 206, new lot 1.03, 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

**NOT CERTIFIED 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**  
**Widened Right Of Way Easement**

to  
Aberdeen Township

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

**TAX MAP REFERENCE: PART OF LOT 1.03, BLOCK 206**

Beginning at the point of intersection formed by the southeasterly line of Smith Court, 50 feet wide, with the southerly line of Smith Road, 33 feet wide;

Thence (1) South 61 degrees 45 minutes 00 seconds East, along the southerly line of Smith Road 132 60/100 feet to the front corner common to Tax Lot 1.01 and Lot 1.03;

Thence (2) South 28 degrees 30 minutes 00 seconds West, along the dividing line between Lot 1.01 and Lot 1.03, 8 50/100 feet to a point;

Thence (3) North 61 degrees 45 minutes 00 seconds West, through Lot 1.03, parallel with and distant 8.5 feet southwesterly from and at right angles to the first course, 132 60/100 feet to a point in the southeasterly line of Smith Court;

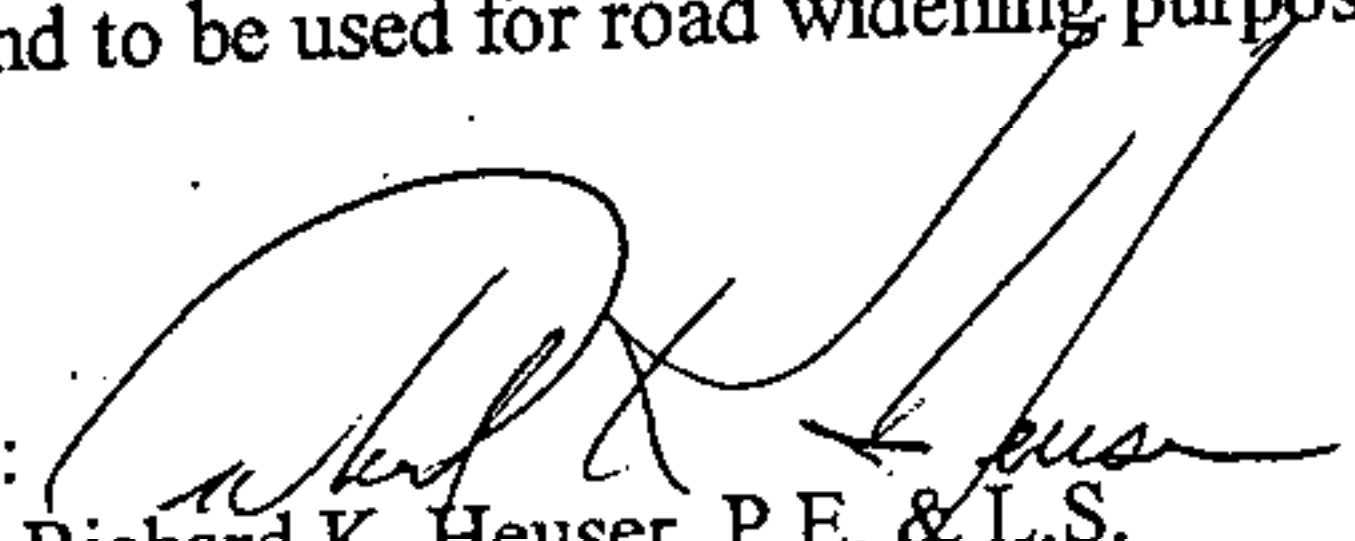
Thence (4) North 28 degrees 30 minutes 00 seconds East, along the southeasterly line of Smith Court 8 50/100 feet to the place of Beginning.

Containing: 1127 square feet.

Being and intended to be a strip of land to be used for road widening purposes.

Dated: March 7, 2007  
8197 Widened ROW Esmt. Lot 1.03

Signed:

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

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.

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 also promises that no other person or entity has any legal rights to the property.

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

WITNESSETH:

  
\_\_\_\_\_  
I. MARK COHEN

  
\_\_\_\_\_  
ROBERT SILVERSTEIN (L.S.)  
  
\_\_\_\_\_  
LISA SILVERSTEIN (L.S.)

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