

APR 16 2008

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008HWJ

Prepared by *Frederick J. Kalma*

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

**DEED OF EASEMENT**

This Deed is made on April 5, 2007

BETWEEN JOSEPH SAVOCA, unmarried

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, a portion of block 253, lot 5, soon to be block 253, new lot 5.02, 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

# LEO A. KALIETA & CO.

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

March 7, 2007

## Township of Aberdeen Monmouth County, New Jersey

Beginning at a point lying in the Southerly Right of Way Line of Highfield Avenue, said point being distant 84.34 feet Easterly from a point formed by the intersection of the said Southerly Right of Way Line of Highfield Avenue and the Easterly Right of Way Line of Dock Street, and running thence

1. North 62 degrees 25 minutes 00 seconds East, along the Southerly Right of Way Line of Highfield Avenue, a distance of 49.50 feet to a point, thence
2. South 27 degrees 56 minutes 00 seconds East, a distance of 5.00 feet to a point, thence
3. South 62 degrees 25 minutes 00 seconds West, a distance of 49.50 feet to a point, thence
4. North 27 degrees 56 minutes 00 seconds West, a distance of 5.00 feet TO THE POINT AND PLACE OF BEGINNING.

Describing a 5 foot wide Right of Way Easement as shown on a certain map entitled, "Minor Subdivision Lot 5 Block 253, Township of Aberdeen, Monmouth County, New Jersey" dated July 8, 2005 and revised through March 7, 2007.



Leo A. Kalieta, P.L.S.  
License #31268

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. 46:4-6). 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:

Joseph Savoca (L.S.)  
JOSEPH SAVOCA  
FREDERICK J. KALMA  
FREDERICK J. KALMA

STATE OF NEW JERSEY:  
SS:  
COUNTY OF MONMOUTH:

I, CERTIFY that on April 5, 2007, JOSEPH SAVOCA, 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.

FREDERICK J. KALMA  
FREDERICK J. KALMA  
An Attorney at Law of New Jersey

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

The within Deed is approved as to form and content.

ABERDEEN TOWNSHIP

David Sobel, Mayor

ABERDEEN TOWNSHIP

Karen Ventura, Clerk

NOT CERTIFIED COPY

M CLAIRE FRENCH, CLK  
MONMOUTH COUNTY, NJ  
INSTRUMENT NUMBER  
2008043063  
RECORDED ON  
Apr 17, 2008  
11:57:23 AM  
BOOK: 08-8717  
PAGE: 132  
Total Pages: 6  
COUNTY RECORDING FEES \$8.00  
TOTAL PAID \$8.00

ABERDEEN TOWNSHIP ENGINEER

Timothy W. Gillen, PE, PP, CME

Dated: \_\_\_\_\_

NOT CERTIFIED COPY

FREDERICK J. KALMA ESQ.  
84 Main Street  
Post Office Box 406  
Matawan, N.J. 07747

Telephone 732-583-3400  
Facsimile 732-583-8996

April 9, 2007

Ms. Maxine Rescorl, Secretary  
Aberdeen Township Planning & Zoning  
One Aberdeen Square  
Aberdeen, NJ 07747

Re: **SAVOCA, Joseph**  
**160 Lower Main Street**  
**Block: 253 Lot: 5**  
**Aberdeen, NJ**

TOWNSHIP OF ABERDEEN  
RECEIVED

APR 11 2007

DEPT. OF PLANNING  
& DEVELOPMENT

Dear Maxine:

In connection with this matter, I enclose the following Deeds:

1. Title deed - New Lot 5.01;
  2. Title deed - New Lot 5.02;
  3. Road Widening Easement Deed.
- original to Tim cc to Mike*  
*original to Diane cc to Tim*

Under copy of this transmittal, I am providing Timothy Gillen with a copy of all the deeds and Michael R. Leckstein, Esq. with a copy of the title deeds only.

I do not have a copy of the approval Resolution and, therefore, am not sure if the same was approved on March 21, 2007. In the event that the Resolution will be passed on a different date, I will have to change the recital on page 1 of the title deeds.

Please distribute the deeds amongst the Board professionals and Township attorney.

Very truly yours,



FREDERICK J. KALMA

FJK/da

Enclosures

cc: Timothy W. Gillen, PE, PP, CME  
Michael R. Leckstein, Esq.