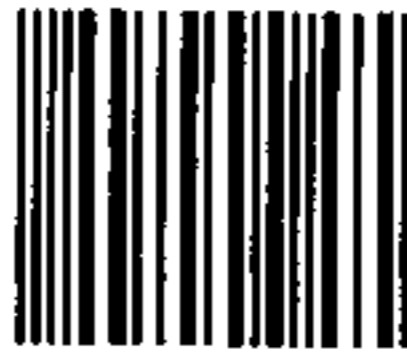


MAY 17 2006

4



049587

Prepared by [Signature]

DEED OF EASEMENT

This Deed is made on Jan. 13, 2006

BETWEEN ROBERT DEVINO and CHESTER JACKIEWICZ,

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 273, new lot 8.02, 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

TOTAL FEES \$8.00
COUNTY RECORDING \$8.00
Total Pages: 4
PAGE: 273
BOOK: OR-8567
8:18:59 AM
MAY 29, 2006
RECORDED ON
2006079547
INSTRUMENT NUMBER
CLAIRE FRENCH, CTY CLK
MONMOUTH COUNTY, NJ

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
Right Of Way 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 8.02 BLOCK 273

BEGINNING at a point in the northwesterly right of way line of Gaston Street, as presently established and at the corner common to Tax Lot 7 and Lot 8.02, Block 273; said Beginning being distant the following two courses and distances from an iron pipe found at the corner formed by the southeasterly line of Gaston Street with the southerly line of Gerard Street;

first, South 53 degrees 15 minutes 00 seconds West, along the southeasterly line of Gaston Street 45 05/100 feet to a point;

second, North 36 degrees 45 minutes 00 seconds West, across Gaston Street 40 00/100 feet to the point and place of Beginning;

Thence (1) South 53 degrees 15 minutes 00 seconds West, along the northwesterly line of Gaston Street 50 00/100 feet to the corner common to Tax Lot 8.02 and Lot 15, Block 273;

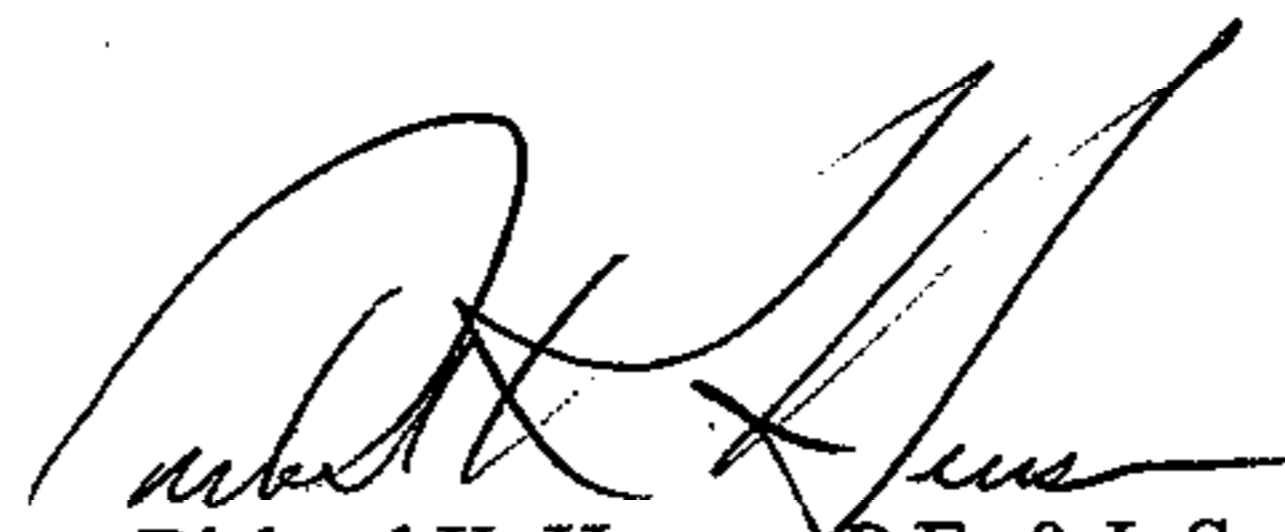
Thence (2) North 36 degrees 45 minutes 00 seconds West, along the dividing line between Lot 8.02 and Lot 15, 5 00/100 feet to a point;

Thence (3) North 53 degrees 15 minutes 00 seconds East, through Lot 8.02, 50 00/100 feet to a point in the dividing line between Lot 7 and Lot 8.02;

Thence (4) South 36 degrees 45 minutes 00 seconds East, along the dividing line between Lot 7 and Lot 8.02, 5 00/100 feet to the place of Beginning.

Containing: 250 square feet.

Dated: November 18, 2003 Signed:
Revised 3/15/04


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

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:

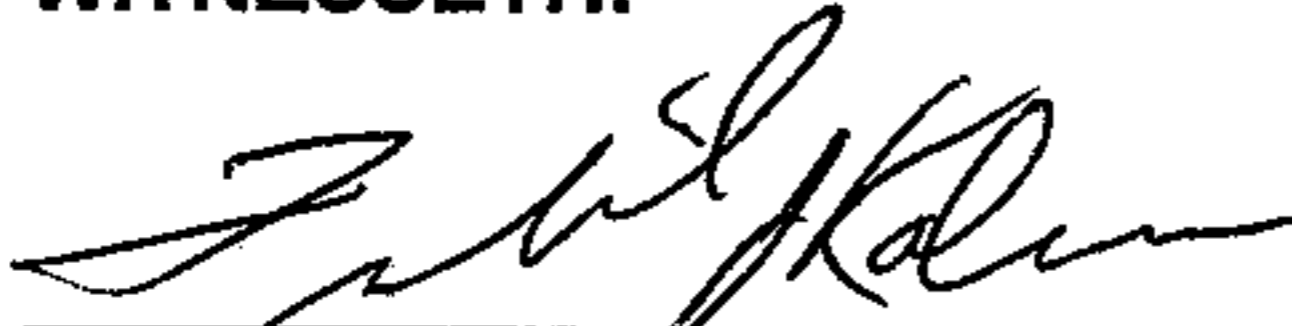
- (1) The said Grantor is seized of the said easement and right-of-way and has good right to convey the same;
- (2) The Grantee shall quietly enjoy the said easement and right-of-way;
- (3) The Grantee shall have quiet possession of the easement free from all encumbrances;
- (4) The Grantor will execute 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

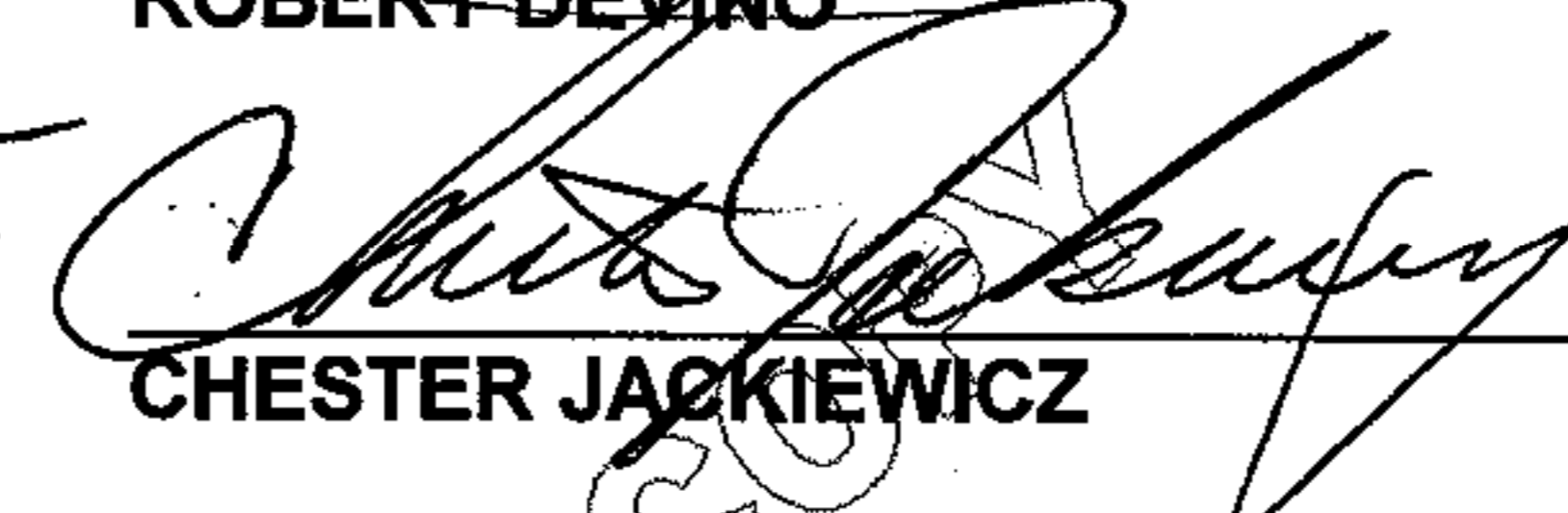
promise means the Grantor has not allowed anyone else to obtain any legal rights which affect the property

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

WITNESSETH:


FREDERICK J. KALMA


ROBERT DEVINO (L.S.)


CHESTER JACKIEWICZ (L.S.)


STATE OF NEW JERSEY:

SS:

COUNTY OF MONMOUTH:

I, CERTIFY that on Jan 13, 2006, ROBERT DEVINO and CHESTER JACKIEWICZ, 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.

NOT RECORDED
FILED
CG


FREDERICK J. KALMA
An Attorney at Law of New Jersey

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

