

215223

Prepared by *[Signature]*

JUN 11 2007

DEED OF EASEMENT

This Deed is made on May 16, 2007

BETWEEN VFW POST NO. 4745, an echelon of The Veterans of Foreign Wars USA

TOTAL PAID \$8.00
COUNTY RECORDING FEES \$8.00

Referred to as the Grantor,

AND

TOWNSHIP OF ABERDEEN
One Aberdeen Square
Aberdeen, New Jersey 07747

Total Pages: 5
PAGE: 8530
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Jun 12, 2007
RECORDED ON
2007081792
INSTRUMENT NUMBER

Referred to as the Grantee.

WITNESSETH:

M CLAIR FRENCH, CLK
MONMOUTH COUNTY, NJ

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 314, lots 25, 25.01, 26 and 27, 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,

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

V.F.W.

to
Township of Aberdeen

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

TAX MAP REFERENCE: PART OF LOTS 25, 25.01, 26, & 27 BLOCK 314

Beginning at a P.K. nail set at the intersection formed by the northeasterly line of Hawthorne Street, 40 feet wide, with the southeasterly line of Cliffwood Avenue, 40 feet wide;

Thence (1) North 46 degrees 05 minutes 40 seconds East, along the southeasterly line of Cliffwood Avenue 176 06/100 feet to the front corner common to Lot 24 and Lot 25;

Thence (2) South 50 degrees 11 minutes 00 seconds East, along the dividing line between Lot 24 and Lot 25, 5 03/100 feet to a point;

Thence (3) South 46 degrees 05 minutes 40 minutes West, parallel with and distant 5 feet measured southeasterly from and at right angles to the first course, 38 00/100 feet to an angle point;

Thence (4) South 43 degrees 05 minutes 44 seconds West, 105 97/100 feet to a point of curve;

Thence (5) Southerly along a circular curve to the left having a radius of 25 feet, (being on a chord bearing of South 03 degrees 32 minutes 38 seconds East with a chord distance of 36 35/100 feet), an arc distance of 40 70/100 feet to a point;

Thence (6) South 50 degrees 11 minutes 00 seconds East, 127 02/100 feet to a point in the dividing line between Lot 27 and Lot 28;

Thence (7) South 39 degrees 49 minutes 00 seconds West, along the dividing line between Lot 27 and Lot 28, 5 00/100 feet to a point in the northeasterly line of Hawthorne Street;

Thence (8) North 50 degrees 11 minutes 00 seconds West, along the northeasterly line of Hawthorne Street 166 04/100 feet to the place of Beginning.

Containing: 2,298 square feet.

The above Easement is shown on a map entitled, "Final Plat, Major Subdivision Plan of Lots 25, 25.01, 26, 27 & 28, Block 314, Tax Map Sheet 83" prepared by Richard K. Heuser, P.E. & L.S. dated Oct. 26, 2005 with the latest revision of Sept. 25, 2006.

Dated: September 25, 2006

Revised: October 24, 2006

8159 R/W Esmt. VFW to Twp. Ch.ord added 10/24/06

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 (1) any such other easements shall not substantially interfere with or impair the easement hereby granted; and (2) any such other easements shall be effective only upon the Grantee's consent, which shall not be unreasonably withheld.

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

VFW POST NO. 4745

WITNESSETH:

Edward Rubenstein
Notary Public

Joseph A. De Simone (L.S.)
By: Joseph A. De Simone

Joseph M. Pauciello
Joseph M. Pauciello

STATE OF NEW JERSEY:

SS:

COUNTY OF MONMOUTH:

C.A. Everhard Jr

I, CERTIFY that on May 16, 2007, THE GRANTOR, Joseph A. De Simone, 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. Joseph M. Pauciello, C.A. Everhard Jr
VFW Post NO. 4745

Edward Rubenstein
Notary Public

RECORD & RETURN TO:

R+R 01
Aberdeen Township Clerk
One Aberdeen Square
Aberdeen, N.J. 07747

EDWARD RUBINSTEIN
NOTARY PUBLIC STATE OF NEW JERSEY
MY COMMISSION EXPIRES 06 / 20 / 2009

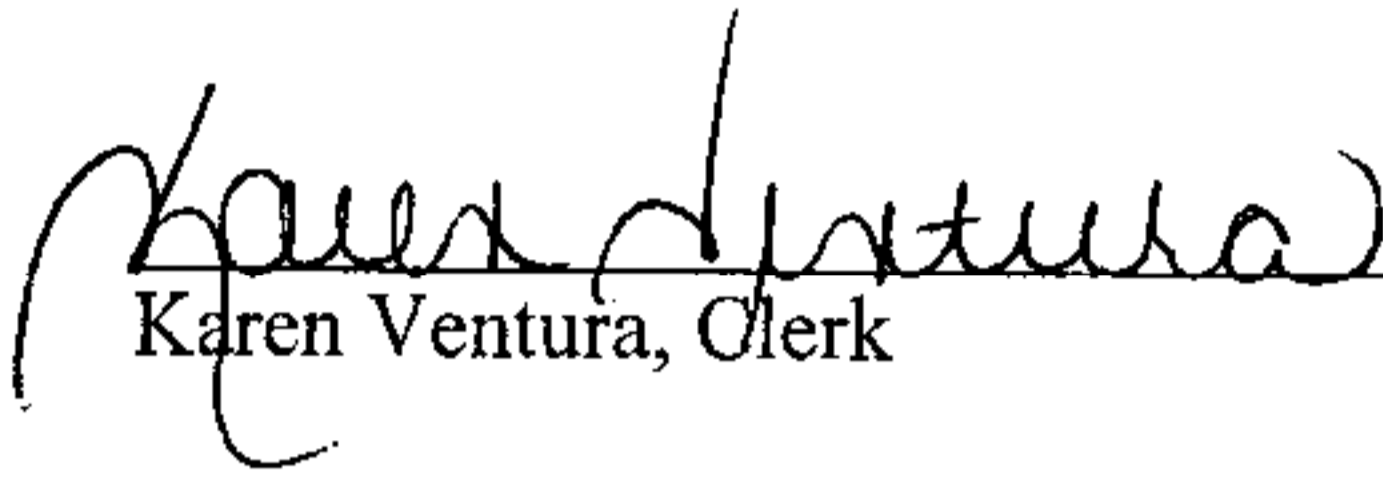
The within Deed is approved as to form and content.

ABERDEEN TOWNSHIP



David Sobel, Mayor

ABERDEEN TOWNSHIP



Karen Ventura, Clerk

TIMOTHY W. GILLEN, PE, PP, CME



Aberdeen Township Engineer

Dated: 10-07-07

NOT CERTIFIED COPY