

575306

*M/S*  
MAY 13 2005

Prepared by *[Signature]*

**DEED OF EASEMENT**

This Deed is made on *April 28*, 2005

BETWEEN WILBERT and NEVIEN VALENZUELA, husband and wife

COUNTY RECORDING \$60.00  
FEES \$60.00  
TOTAL

Referred to as the Grantor,

AND

TOWNSHIP OF ABERDEEN  
One Aberdeen Square  
Aberdeen, New Jersey 07747

Referred to as the Grantee.

Total Pages: 4  
PAGE: 6388  
BOOK: OR-8465  
9:41:06 AM  
MAY 31, 2005  
RECORDED ON  
2005083724  
INSTRUMENT NUMBER

**WITNESSETH:**

M CLAIRE 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 347, Lot 33, 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

**10' WIDE ROADWAY EASEMENT**  
**Portion of Block 347, Lot 33**

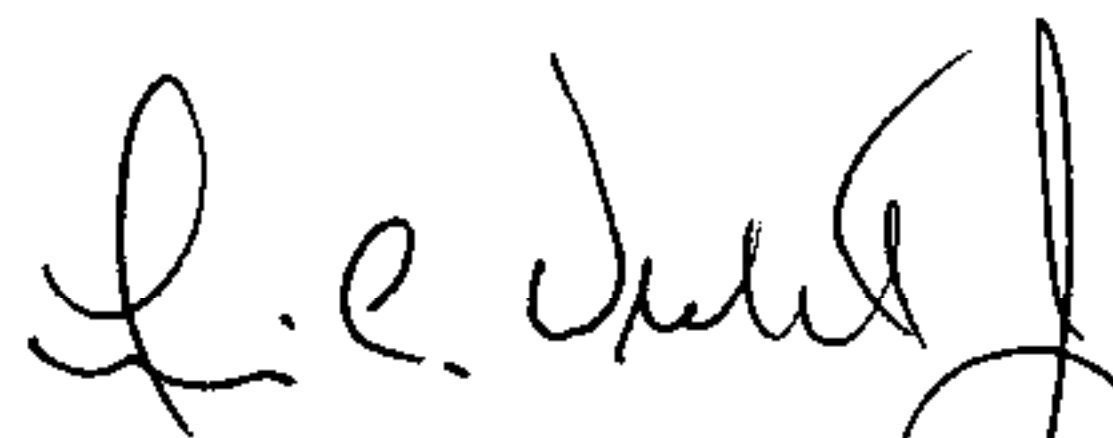
**TOWNSHIP OF ABERDEEN, MONMOUTH COUNTY, NEW JERSEY**

**BEGINNING** at a point, said point being a P.K. nail at the intersection of the Northerly sideline of Brookside Avenue and the Northwesterly sideline of Wayside Drive, North 15 degrees 30 minutes 00 seconds West a distance of 250.00 feet to a point in the intersection of Block 347 lot 32 and Block 347 lot 33; thence

- 1) Along a common line between Block 347 Lot 32 and Block 347 Lot 33, South 87 degrees 00 minutes 00 seconds West a distance of 10.24 feet to a point, thence
- 2) Across Block 347 Lot 33, North 15 degrees 30 minutes 00 seconds West a distance of 25.00 feet to a point, thence
- 3) Along a common line between Block 347 Lot 34 and Block 347 Lot 33, North 87 degrees 00 minutes 00 seconds East a distance of 10.24 feet to a point, thence
- 4) Along the Westerly side line of Wayside Drive, South 15 degrees 30 minutes 00 seconds East a distance of 25.00 feet to the point and place of **BEGINNING**

Containing 250 SF or .005 AC

**BEING** the same Area that is a portion of Block 347, Lot 33 as shown on a map entitled in part "Wetlands location plan, Township of Aberdeen, Monmouth County, New Jersey" as prepared by Paulus, Sokolowski and Sartor, dated October, 25 2004, revised through October, 26 2004, labeled as sheets 1 of 1.



Francis C. Wecht, Jr.  
Professional Land Surveyor  
New Jersey License No. 27190

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

  
WILBERT VALENZUELA (L.S.)

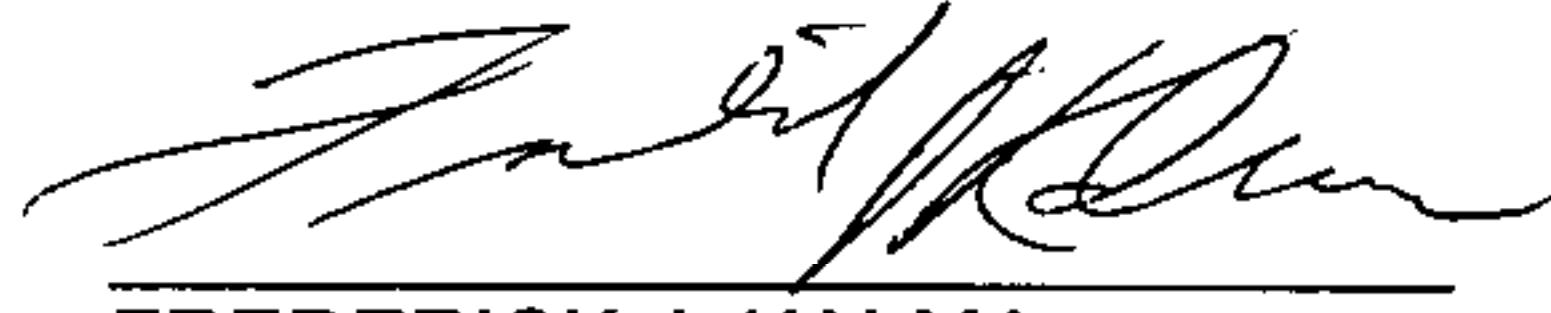
  
NEVIEN VALENZUELA (L.S.)

STATE OF NEW JERSEY:

SS:

COUNTY OF MONMOUTH:

I, CERTIFY that on April 28, 2005, WILBERT and NEVIEN VALENZUELA, 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  
An Attorney at Law of New Jersey

RECORD & RETURN TO:

Aberdeen Township Clerk  
One Aberdeen Square  
Aberdeen, NJ 07747

  
R/R  
Chg. 01