

MAY 23 2008



Prepared by Frederick J. Kalma  
Frederick J. Kalma

**DEED OF EASEMENT**

This Deed is made on March 28, 2008

BETWEEN HAROLD CROWTHER and LEONARD CROWTHER

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

Referred to as the Grantee.

Total Pages: 4  
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MAY 27, 2008  
RECORDED ON  
2008059690  
INSTRUMENT NUMBER

**WITNESSETH:**

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 367, lot 3 & 4, 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

**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**  
Roadway Widening 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 LOTS 3 & 4, BLOCK 367**

Beginning at a point in the westerly line of Beach Drive and at the front corner common to Tax Map Lot 4 and Lot 5, Block 367; said Beginning being distant 60 feet measured along the westerly line of Beach Drive on a course of South 02 degrees 39 minutes 00 seconds West from the intersection formed by the westerly line of Beach Drive with the southerly line of Beachway;

Thence (1) South 02 degrees 39 minutes 00 seconds West, along the westerly line of Beach Drive 125 00/100 feet to the front corner common to Tax Map Lot 2 and Lot 3, Block 367;

Thence (2) North 87 degrees 21 minutes 00 seconds West, along the dividing line between Lot 2 and Lot 3, 5 00/100 feet to a point;

Thence (3) North 02 degrees 39 minutes 00 seconds East, parallel with and distant 5 feet westerly from and at right angles to the first course 125 00/100 feet to a point in the dividing line between Lot 4 and Lot 5;

Thence (4) South 87 degrees 21 minutes 00 seconds East, along the same 5 00/100 feet to the place of Beginning.

Containing: 625 square feet.

Dated: October 19, 2007

Signed:   
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.

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;

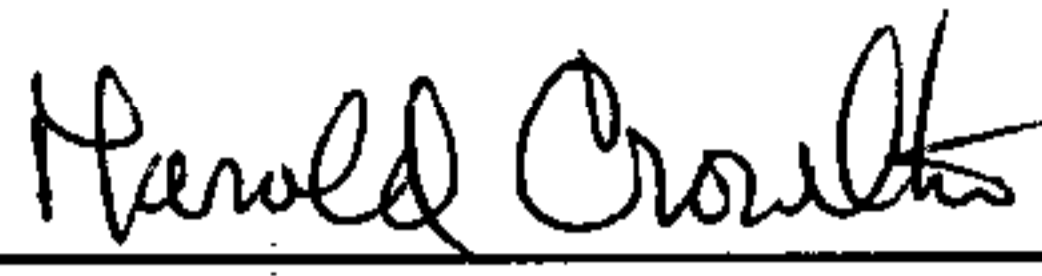
(5) The Grantor will warrant generally the easement hereby conveyed.

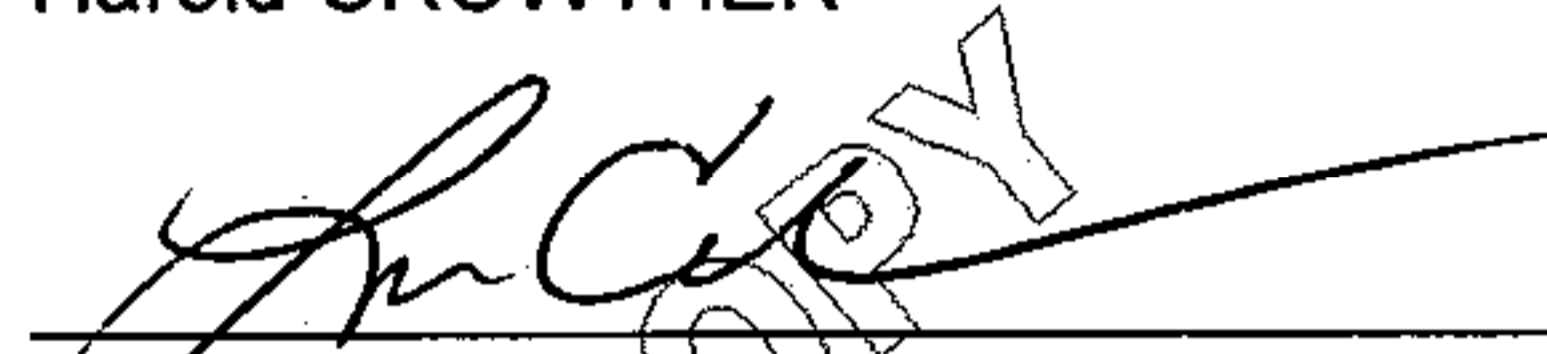
The Grantor promises it has done no act to encumber the property. This promise is called a "Covenant as to Grantor's Act" (N.J.S.A. 46:4-6). This promise means the Grantor has not allowed anyone else to obtain any legal rights which affect the property. The Grantor also promises that no other person 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:

  
FREDERICK J. KALMA

  
Harold CROWTHER (L.S.)

  
LEONARD CROWTHER (L.S.)

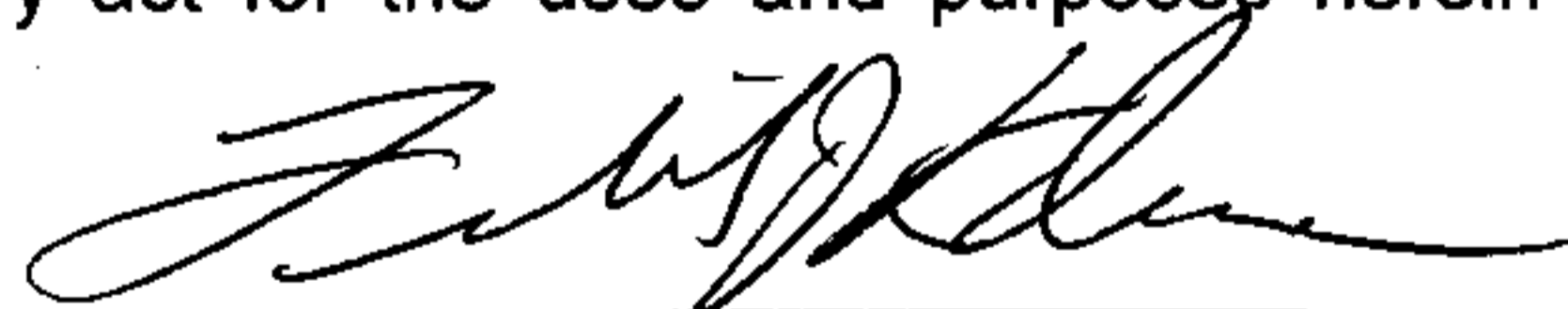
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STATE OF NEW JERSEY:

SS:

COUNTY OF MONMOUTH:

I, CERTIFY that on March 28, 2008, Harold Crowther and Leonard Crowther, 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, N.J. 07747