

SEP 24 2009

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Prepared by: Alexander Levchuk, Esq.

**DEED OF EASEMENT**

This Deed made on September 8., 2009, between

**JOHN SAMAHA and YVONNE L. SAMAHA, his wife**  
704 Lloyd Road, Aberdeen, New Jersey 07747  
referred to as **GRANTOR**

**AND** **TOWNSHIP OF ABERDEEN, Monmouth County, New Jersey**  
One Aberdeen Square, Aberdeen, New Jersey 07747  
referred to as **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 of tracts of real property situated and lying in the Township of Aberdeen, County of Monmouth, and State of New Jersey, a portion of Block 12, Lot 10.01, being more fully described in Schedule A which is made a part hereof.

The legal description is:

DESCRIPTION OF A 30 FEET WIDE STRIP OF LAND DEDICATED TO THE TOWNSHIP OF ABERDEEN FOR ROAD WIDENING PURPOSES, BEING A PORTION OF EXISTING LOT 9 IN BLOCK 12 AS SHOWN ON THE CURRENT TAX MAP OF ABERDEEN TOWNSHIP, MONMOUTH COUNTY, NEW JERSEY.

Beginning at the point of intersection of southwesterly right of way line of Line Road with the centerline of Line Road and running:

1. South 09° 21' 00" East along the centerline of Line Road, a distance of 83.14 feet to a point; thence
2. South 78° 00' 00" West along the southerly line of Lot 9 in Block 12, a distance of 30.03 feet to a point in the new westerly right of way of Line Road (being 30 feet from centerline); thence
3. North 09° 21' 00" West along the new westerly right of way line of Line Road 105.95 feet to a point in the existing southwesterly right of way line of Line Road; thence
4. South 63° 49' 42" East along the existing southwesterly right of way line of Line Road, a distance of 36.86 feet to the point and place of beginning.

Containing 2,836 square feet.

The above described dedication is shown on a plan entitled "LOTS 9, 10 & 11, BLOCK 12 - ABERDEEN TOWNSHIP, MONMOUTH COUNTY, NEW JERSEY - MINOR SUBDIVISION" prepared by Crest Engineering Associates, Inc., dated April 4, 2007 and revised to November 14, 2008.

This Deed is given in accordance with the Resolution of the Township of Aberdeen Board of Adjustment dated December 10, 2008, Application No. SD 07-306.

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, 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.

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;

SELLER'S RESIDENCY CERTIFICATION/EXEMPTION  
(C.55, P.L. 2004)

(Please Print or Type)

**SELLER(S) INFORMATION (See Instructions, Page 2)**

Name(s)

JOHN SAMAHA and YVONNE L. SAMAHA

Current Resident Address:

Street: 704 LLOYD Road

City, Town, Post Office

Aberdeen

State

NJ

Zip Code

07747

**PROPERTY INFORMATION (Brief Property Description)**

Block(s)

12

Lot(s)

PART OF LOT NO. 9

Qualifier

Street Address:

VACANT LAND

City, Town, Post Office

Aberdeen

State

NJ

Zip Code

07747

Seller's Percentage of Ownership

100%

Consideration

\$1.00

Closing Date

3/12/09

**SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)**

1.  I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2.  The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3.  I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4.  Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5.  Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6.  The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
7.  The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8.  Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

September 8, 2009

Date

JOHN SAMAHA

*John Samaha*  
Signature

(Seller) Please Indicate if Power of Attorney or Attorney In Fact

September 8, 2009

Date

YVONNE L. SAMAHA

*Yvonne L Samaha*  
Signature

Signature

(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:

*Alexander Levchuk*  
ALEXANDER LEVCHUK

*John Samaha*  
JOHN SAMAHA

*Yvonne L. Samaha*  
YVONNE L. SAMAHA

STATE OF NEW JERSEY :  
SS:  
COUNTY OF MONMOUTH:

I CERTIFY that on this 8th day of September, 2009, JOHN SAMAHA and YVONNE L. SAMAHA personally appeared before me and stated to my satisfaction that they are the persons 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.

*Alexander Levchuk*  
ALEXANDER LEVCHUK  
An Attorney at Law of New Jersey

RECORD AND RETURN TO: *RTR*  
Alexander Levchuk, Esq.  
55 W. Main Street  
Freehold, N.J. 07728  
*(Aberdeen Township)*

MONMOUTH COUNTY, NJ  
INSTRUMENT NUMBER  
2009110318  
RECORDED ON  
SEP 25, 2009  
9:57:40 AM  
BOOK: 08-8798  
PAGE: 8490  
Total Pages: 4  
COUNTY RECORDING FEES \$8.00  
TOTAL PAID \$8.00