

EASEMENT
DEED

Prepared by:
Paula J. DeBona
Paula J. DeBona, Esq.

This Deed is made on *December 8, 2006*

BETWEEN

**TOWNSHIP OF WASHINGTON, a Municipal Corporation of the State
of New Jersey,**

whose address is the Municipal Building, 43 Schooley's Mountain Road, Long Valley, New Jersey
07853

referred to as Grantor,

AND

FAIRMOUNT FIRE COMPANY

whose address is P.O. BOX_8, Parker Road, Long Valley, New Jersey 07853

referred to as the Grantee.

The word "Grantee" shall mean all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of -----
----- **ONE AND NO/100 DOLLARS (\$1 .00)** -----

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Township of Washington
Block No. 60, Portion of Lot No. 1 Account No.

No property tax identification number is available on the date of this deed.

Property. The property consists of the land and all the buildings and structures on the land in the Township of Washington, County of Morris, State of New Jersey. The legal description is:

As described on Schedule A attached hereto and made a part hereof.

The Grantor hereby grants the access easement set forth herein, as a perpetual, non-exclusive easement for purposes of ingress and egress to Block 60, Lot 13 to the Grantee.

1. Grantee shall be solely responsible for the maintenance of the easement area, including the trimming of trees and brush to provide a minimum height clearance of fourteen (14') feet for the length and width of the easement.
2. Grantee may use a portion of the aforesaid easement for purposes of parking vehicles provided that access to the remainder of Lot 1 remains unimpeded at all times.
3. Grantee by affixing its signature hereto, agrees to indemnify and hold harmless the Township of Washington, its officers, employees, agents and each and everyone of them against and from all claims, suits, costs, expenses, fees (including legal fees), and from all damages of every kind and description by reason of the injury or death of any person or persons, or by reason of property damage to any property or personalty owned by any third party as a result of the use of the above described easement.

This easement shall terminate and be extinguished without further action on the part of the Grantor in the event that Block 60, Lot 13 shall cease to be used for fire station and/or ancillary fire protection purposes.

This conveyance complies with the provisions of N.J.S.A. 40A:12-1, et. seq.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

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

Attested:

TOWNSHIP OF WASHINGTON, a Municipal Corporation of the State of New Jersey



Dianne S. Gallets, Township Clerk

By: 

Tracy Tobin, Mayor

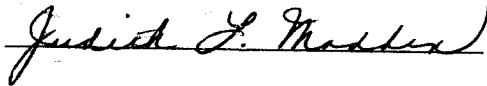
STATE OF NEW JERSEY, COUNTY OF MORRIS: SS:

I CERTIFY that on *December 18*, 2006,

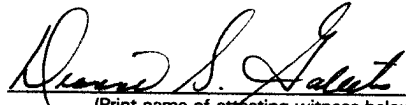
Dianne S. Gallets, personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Clerk of the municipal corporation named in this Deed;
- (b) this person is the attesting witness to the signing of this Deed by the proper municipal officer who is **Tracy Tobin**, the Mayor of the municipal corporation;
- (c) this Deed was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of its Township Committee;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this Deed;
- (e) this person signed this proof to attest to the truth of these facts; and
- (f) the full and actual consideration paid or to be paid for the transfer of title is \$1.00
(Such consideration is defined in N.J.S.A. 46:15-5.)

Signed and sworn to before me on
December 18th, 2006.



Judith L. Madden



(Print name of attesting witness below signature)
Dianne S. Gallets, Clerk

Record and return to:
Judith L. Madden
Notary Public
State of New Jersey
My Commission Expires Dec 30, 2010
Paula J. DeBona, Esq.
Jansen and DeBona, LLC
413 West Main Street
Boonton, NJ 07005

MORRIS COUNTY, NJ: JOAN BRAMHALL, COUNTY CLERK
MUND-OR BOOK 20721 Pg 1200 RECORDED 01/18/2007 14:33:41
FILE NUMBER 2007006701
RECORDING FEES 8.00
MARGINAL NOTATION CD 0.00 ST 0.00
RCPT #: 106129; RECD BY: S4119

Schedule A

DESCRIPTION

Easement Area – Tax Map Lot 1 - Block 60

DESCRIPTION of an Easement Area being located on Tax Map Lot 1 in Block 60 for the benefit of Tax Map Lot 13 in Block 60 all situate, lying and being in the Township of Washington, County of Morris and the State of New Jersey and being more particularly described as follows:

BEGINNING at a point in the centerline of Parker Road, a sixty-six foot wide public right-of- way, being the same beginning point as in a deed from Fairmount Land Corporation to The Township of Washington and filed in the Morris County Clerk's office in Book of Deeds 588 on Page 285&c and running thence along the first course of said deed and the centerline of said Parker Road;

- 1) N 63° 18' 00" E – 50.03 feet to a point being the northwest corner of Tax Map Lot 13 in Block 60; thence partially along the westerly line of same,
- 2) S 24° 29' 00" E – 265.00 feet to a point; thence through said Tax Map Lot 1 in Block 60,
- 3) S 63° 18' 00" W – 50.03 feet to a point in the twenty-first course in the aforesaid Deed Book 588, Page 285&c; thence along same,
- 4) N 24° 29' 00" W – 265.00 feet to the point and place of BEGINNING.

Said Easement containing an area of 13,248 square feet (0.304 acre) of land, more or less.

All according to a description prepared by the office of
Associated Consultants, 530 East Main Street, P.O. Box 383,
Chester, New Jersey, 07930.

Dated: November 13,2006