

METES AND BOUNDS DESCRIPTION

Of Property a Added Street Vacation

THOMAS FINNEGAN LAND SURVEYING

245 East End Avenue, Belford, N.J. 07718

Phone 732-787-0318 Fax 732-495-6217

Email tfinn58810@aol.com

August 16, 2021

Property Known as No. 47 Mills Avenue, Port Monmouth, N.J. 07758

Being Lot 8 in Block 234 and a Vacation Portion of Texas Avenue to be All Lot 8 in Block 234 Tax Map of Township of Middletown, Monmouth County, New Jersey

Beginning at Point at the Westerly Line of Mills Avenue with the Southerly Line of Texas Avenue, Thence

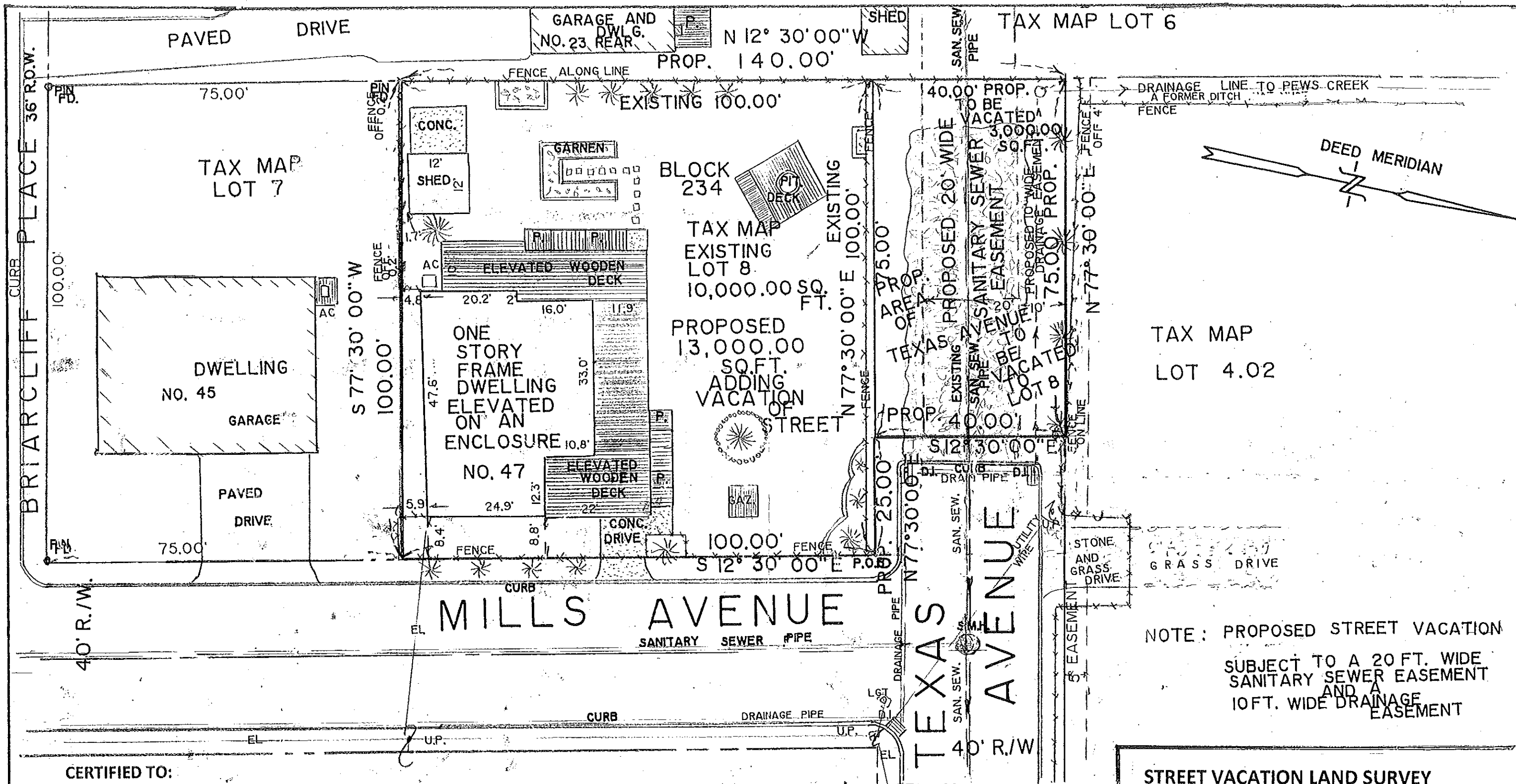
- 1) South 12 Degrees 30 Minutes 00 Seconds East and along the Westerly Line of Mills Avenue a Distance of 100.00 feet to a Point in the Northerly Line of Lot 7 in Block 234 Tax Map: Thence
- 2) South 77 Degrees 30 Minutes 00 Seconds West and along the Northerly Line of Lot 7 in Block 234 Tax a Distance of 100.00 feet to a Point in the Easterly Line of Lot 6 in Block 234 Tax Map: Thence
- 3) North 12 Degrees 30 Minutes 00 Seconds West along the Easterly Line of Lot 6 in Block 234 Tax Map a Distance of 140.00 feet to a Point in the Southerly Line of Lot 4.02 in Block 234 Tax Map: Thence
- 4) North 77 Degrees 30 Minutes 00 Seconds East and along the Southerly Line of Lot 4.02 in Block 234 Tax Map a Distance of 75.00 feet to a Point in the New Westerly Side Line of Texas Avenue: Thence
- 5) South 12 Degrees 30 Minutes 00 Seconds East and along the New Westerly Side Line of Texas Avenue a Distance of 40.00 feet to a Point in the Southerly Line of Texas Avenue: Thence
- 6) North 77 Degrees 30 Minutes 00 Seconds East and along the Southerly Line of Texas Avenue a Distance of 25.00 feet to the Point and Place of Beginning.

Property of Existing Lot 8 is 10,000 sq. ft. with Street vacation of 3,000 sq. ft = 13,000.00 sq. ft. Property Subject to a 20 feet Wide Sanitary Sewer Easement and Through the Vacated Texas Avenue with the Easements Center Being on the Center Line of the Former 40 feet Wide Right of Way. Property also Subject to a 10 ft. Wide Drainage East along the Northerly Line of Said Property



Thomas Craig Finnegan P.L.S. August 16, 2021

Professional land Surveyor N.J. License # 38601



CERTIFIED TO:

COOPER WOERZ
AND
DAWN WOERZ

47 MILLS AVENUE
PORT MONMOUTH, N.J. 07758

TOWNSHIP OF MIDDLETOWN

NO. 47 MILLS AVENUE
THOMAS FINNEGAN LAND SURVEYING
Thomas Craig Finnegan
THOMAS CRAIG FINNEGAN P.L.S. LIC. # 38601
PROFESSIONAL LAND SURVEYOR
245 EAST END AVE, BELFORD, N.J. 07718
PHONE # 732-787-0318, Cell Ph. 732-856-2821
FAX # 732-495-6217, tfinn58810@aol.com

STREET VACATION LAND SURVEY

PROPOSED STREET VACATION OF A PORTION
OF TEXAS AVENUE TO BE ADDED TO LOT 8 IN
BLOCK 234 ON THE OFFICIAL TAX MAP OF THE
TOWNSHIP OF MIDDLETOWN,
MONMOUTH COUNTY, NEW JERSEY

SCALE 1" = 20'

TAX MAP PAGE 13
AUGUST 6, 2021

Prepared by _____
Kevin E. Kennedy, Esq.

DRAINAGE EASEMENT AND RIGHT-OF-WAY

THIS INDENTURE, made this _____ day of _____, 2021, by and between **COOPER J. WOERZ and DANA A. WOERZ**, residing at 47 Mills Avenue, Port Monmouth, New Jersey 07758, Township of Middletown, County of Monmouth, and State of New Jersey, (hereinafter collectively referred to as "Grantor:")

AND

TOWNSHIP OF MIDDLETOWN, a municipal corporation of the State of New Jersey, with a business address of 1 Kings Highway, Middletown Township, New Jersey 07748, (hereinafter referred to as "Grantee.")

WITNESSETH:

The Grantor, in consideration of the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, does hereby give, grant and convey unto the Grantee, its successors and assigns forever, an easement and a free uninterrupted and unobstructed right-of-way, under, across, and over the property of the Grantor, situated in the Township of Middletown, County of Monmouth, and State of New Jersey, and more particularly described in Schedule "A" attached hereto and made a part hereof.

Being and intended to describe a portion of Block 234, Lot 8 as an easement for construction, maintenance and reconstruction of storm drainage facilities and associated improvements.

Together with the right of the Grantee, its successors and assigns, upon a minimum 24-hour advanced notice (in the absence of an emergency), to go on said easement with necessary labor, equipment, vehicles and material at any and all times for the purposes of constructing, maintaining, repairing, renewing, enlarging or replacing the aforesaid storm drainage facilities and for doing anything reasonably necessary, useful or convenient for the enjoyment of the easement herein granted.

Said easement and right-of-way shall include the right to: construct, relocate etc., ditches, clear, construct slope, grade, fill, topsoil, seed, plant trees, shrubs and maintain same, stabilize soil, prevent erosion etc., relocate and maintain utilities.

TO HAVE AND TO HOLD the above granted easement and right-of-way unto the said Grantee, its successors and assigns forever.

This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land and shall be binding upon and in favor of the successors and assigns of the respective parties hereto.

In the absence of negligence on the part of the Grantee or its agents / representatives / contractors / employees, the Grantor hereby agrees to hold the Township of Middletown (and its agents / representatives / contractors / employees) harmless from and against any and all losses / liabilities associated with the easement rights granted hereunder.

Grantor does covenant with the said Grantee that he/she is lawfully seized of the land upon which said easement and right-of-way is granted and has good and lawful right to convey any part thereof.

And the Grantor does covenant with the said Grantee as follows:

1. That the said Grantor has good and marketable title to the premises detailed in Schedule "A" attached hereto and made a part hereof and has the right to convey said easement.
2. That the Grantee shall quietly enjoy the said easement without disturbance and interference.
3. That the said easement is free and clear from encumbrances.

IN WITNESS WHEREOF, and in evidence of the agreements contained herein, the Grantor and Grantee have hereunto set their hand and seal the day and year first above written.

COOPER J. WOERZ, Grantor

DANA A. WOERZ, Grantor

BE IT REMEMBERED, that on this day of , 2021,
before me the subscriber, a Notary Public of the State of New Jersey, personally appeared
Cooper J. Woerz and Dana A. Woerz, who being by me duly sworn upon his / her
oath, say that they:

- a) are named in and personally signed the within Easement;
- b) signed, sealed, and delivered this Easement as their own act and deed; and

c) made this Easement for \$1.00 and other good and viable consideration, as the full and actual consideration paid for the granting of the rights hereunder. (Such consideration is defined in N.J.S.A. 46:15-5.)

Sworn to and subscribed before me
this day of , 2021.

Notary Public of the State of New Jersey

RECORD AND RETURN TO:

Kevin E. Kennedy, Esq.
165 Highway 35
Red Bank, N.J. 07701

Prepared by: _____
Kevin E. Kennedy, Esq.

*****DRAFT*****
SANITARY SEWER EASEMENT

THIS INDENTURE / EASEMENT made this _____ day of _____, 2021
by and between the following:

COOPER J. WOERZ and DANA A. WOERZ, individuals with a residential mailing
address of 47 Mills Avenue, Port Monmouth, New Jersey, 07758 (Block 234, Lot 8) (hereinafter
collectively referred to as "Grantor")

AND

TOWNSHIP of MIDDLETOWN SEWERAGE AUTHORITY, with an address of
100 Beverly Way, Belford, New Jersey, 07718 (hereinafter referred to as "Grantee").

WITNESSETH:

The Grantor, in consideration of the sum of One Dollar (\$1.00), and other good and
valuable consideration, the receipt of which is hereby acknowledged, does hereby give, grant,
and convey unto the Grantee, its successors and assigns forever, a non-exclusive and perpetual
Sanitary Sewer Easement, in, on, across, under, through, and over the property of the Grantor,
situated in the Township of Middletown, County of Monmouth and State of New Jersey, and
more particularly described on the Legal Description (Schedule "A"), attached hereto and made a
part hereof, for the following purposes:

A. SANITARY SEWER

The within Easement conveys unto the Grantee a non-exclusive
and perpetual Right-Of-Way and Easement in / on / over / under /
across / through / below the area described through a portion of
Block ____ Lot ___, more particularly set forth on the attached
Schedule "A", (which is attached hereto and incorporated herein at
length) for the purpose of installing, laying, operating, maintaining,
inspecting, removing, replacing, repairing upgrading, and replacing
sanitary sewer utilities, and adding to, from time to time, any
pipes, together with the necessary fittings, appurtenances, and
attaching facilities, including (laterals and connections) for the
sanitary sewer-related purposes.

Together with the right of the Grantee, and its successors and
assigns, to enter in and upon the Schedule "A" premises described
herein, upon a minimum of 24 hours advance notice, (in the
absence of an emergency), with workers and machinery, vehicles,
and material at any time and all times for the purpose of
maintaining, repairing, renewing, replacing, upgrading, improving,

or adding to the aforesaid utility lines and appurtenances, and for doing anything else reasonably necessary, useful, or convenient for the enjoyment of the Easement rights granted herein.

INCORPORATION OF PLANS / SURVEY

The Easement granted hereunder is more formally identified on the Metes and Bounds description, prepared by _____, dated _____, attached hereto as "Schedule A" and incorporated herein at length. Moreover, the Easement granted hereunder is furthermore illustrated on the Street Vacation Land Survey, prepared by Thomas Finnegan Land Surveying, dated August 6, 2021.

HOLD HARMLESS

In the absence of negligence on the part of the Grantee or its agents, representatives, contractors, or employees, the Grantor hereby agrees to hold the Township of Middletown Sewerage Authority (and its agents, representatives, employees and contractors) harmless from and against any and all losses / liabilities associated with the installation, replacement, maintenance, upgrading, or repair of the sewer line.

GENERAL RESTRICTIONS

The Grantee agrees, by acceptance of the within Easement, that upon any disturbance / construction associated with any of the purposes of the within Easement, the Grantee shall, at Grantee's cost, at all times, after performing or causing any work to be performed in connection herewith, restore said premises to substantially the same condition in which the same were found prior to such work being undertaken.

The Grantor shall not construct fences, plant trees or shrubs or erect structures of any kind within said easement premises, or do anything which might encumber the purpose of the within Easement, unless authorized to do so by the Grantee.

The Grantor does covenant with said Grantee as follows:

- a. That the said Grantor has good and marketable title to the premises described in the Schedule attached hereto and made a part hereof, and has the right to convey such Easement and Right-of-Way.
- b. That the Grantee shall be allowed use of the premises as referenced on the various Schedules, without interference by the Grantor.
- c. That, upon a minimum 24-hour advanced notice, (in the absence of an emergency), the Grantor does hereby expressly permit entry by the Grantee for any purpose hereof upon said Easement and Right-of-Way.

1. **GENERAL PROVISIONS:**

(a) **Access.** No right of access by the general public to any portion of the Property is conveyed by this Easement, unless otherwise specifically set forth herein.

(b) **Use.** Nothing contained herein shall prevent the Grantor's use of the easement area, provided the Grantor's use shall not interfere with the easement rights specifically granted hereunder.

(c) **Recordation.** Grantor shall record this Instrument in a timely fashion in the official records of Monmouth County, State of New Jersey, and may re-record the same at any time as may be required to preserve its rights in within Easement.

(d) **Controlling Law.** The interpretation and performance of this Easement shall be governed by the laws of the State of New Jersey.

(e) **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, the within Easement shall be liberally construed in favor of the grant to affect the purposes of the within Easement. If any provision of the within Instrument is found to be ambiguous, an interpretation consistent with the purposes of the within Easement which would render the provision valid shall be favored over any interpretation which would render it invalid.

(f) **Severability.** If any provision of this Easement or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those to which is found to be invalid, as the case may be, shall not be adversely affected thereby.

(g) **Entire Agreement.** The within Instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein. No alteration or variation of this Instrument shall be valid or binding, unless contained in a written amendment signed by all parties to this Agreement, or their personal representatives, heirs, successors, and/or assigns.

(h) **No Forfeiture.** Nothing contained herein shall result in a forfeiture or reversion of Grantor's title in any respect whatsoever.

(i) **Joint Obligation.** The obligations imposed by this Easement upon Grantors, if applicable, shall be joint and several.

(j) **Successors.** The covenants, terms, conditions, and restrictions of the within Easement shall be binding upon, and inure to the benefit of, the parties hereto, and their respective personal representatives, heirs, successors, and assigns, and shall continue as a servitude running, in perpetuity, with the Property.

(k) **Captions.** The captions in the within Instrument have been inserted solely for convenience of reference and are not a part of this Instrument, and shall have no effect upon construction or interpretation of the same.

(l) **Counterparts.** The parties herein may execute the within Instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

2. **DURATION OF EASEMENT:**

This Easement is perpetual and shall run with the land for the benefit of the Grantee, and the successors / assigns / transferees of the Grantee.

3. **TAX MAP REFERENCE:**

(N.J.S.A. 46:15-2.1) Township of Middletown, Monmouth County, **Block 234, Lot 8** (portion of).

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WITNESS:

DOI: 10.1002/for

Sworn to and subscribed before me
this day of , 2021.

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