

Prepared By:  
Meredith I. Friedman, Esq.

Record and Return to:  
Fort Monmouth Economic Revitalization Authority  
PO Box 267  
Oceanport, New Jersey 07757

### **ASSIGNMENT OF SANITARY SEWER EASEMENT**

**THIS ASSIGNMENT OF EASEMENT RIGHTS (“Assignment”)**, made and entered into this \_\_\_\_ day of \_\_\_\_, 2025, **by and between the FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY (“FMERA”, or “Assignor”)**, an instrumentality of the State of New Jersey, having an address at 502 Brewer Avenue, Oceanport, New Jersey 07757; and **THE BOROUGH OF TINTON FALLS (“Assignee”)**, a municipal corporation of the State of New Jersey, whose principal address is 556 Tinton Avenue, Tinton Falls, New Jersey 07724.

#### **Recitals**

WHEREAS, Assignor, its successors and assigns received a Sanitary Sewer Easement, dated March 21, 2025 for the right to install and/or maintain a sanitary sewer line over, under and across the real property described in the Easement for Sanitary Sewer (the **“Easement Area”**). The Sanitary Sewer Easement is attached hereto as **Exhibit A** and incorporated herein by this reference.

WHEREAS, the Easement Area is within Assignee’s service area, and would facilitate the provision of its service to customers located within Assignee’s sanitary sewer service area.

WHEREAS, Assignor and Assignee have determined that it is in the best interests of the public for the Assignor to assign and transfer to Assignee, non-exclusive interest, rights and obligations in and under the Sanitary Sewer Easement for the purposes of operating the sanitary sewer utility facilities.

NOW THEREFORE, subject to the conditions set forth below, **FOR AND IN CONSIDERATION** of the sum of **ONE DOLLAR (\$1.00)** and other good and valuable consideration in hand paid by Assignee to the Assignee, for which receipt thereof is hereby acknowledged, the parties agree as follows:

**1. Assignment and Assumption of Easement Rights.** Assignor hereby assigns, quitclaims, transfers and conveys to Assignee, Assignor's non-exclusive right, title and interest in, to and under the Sanitary Sewer Easement, for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, sanitary sewer pipe or pipes, with necessary machines, vehicles and materials, at any and all times, for the purpose of maintaining, repairing, renewing or adding to the aforesaid sanitary sewerage pipe lines and appurtenances, and for doing anything necessary, useful or convenient, for the enjoyment of the easement herein granted. The Assignee, its successors and assigns, shall also have the reasonable right to enter in and upon the Easement Area described above with men and machines, vehicles and materials, at any and all times for the purpose of maintaining, repairing, renewing, or adding to the aforesaid sewer system lines and appurtenances, and for doing anything necessary, useful or convenient, for the enjoyment of the easement herein granted.

**2. Hold Harmless and Indemnification.** As a condition of Assignor entering into this Assignment of Easement Rights, Assignee agrees to defend, indemnify and hold harmless the Assignor, and all of its officials, employees, agents, contractors and consultants, from any and all claims, demands, suits, actions, damages, penalties, and liability of any kind, including injuries to persons or to property.

**3. Applicable Laws and Regulations.** The Assignee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

**4. Environmental Protection Provisions.** The Assignee acknowledges that the within Sanitary Sewer Easement is subject to the Environmental Protection Provisions set forth as originally found in the Quitclaim Deed dated May 29, 2014 from the United States of America and recorded it with the Monmouth County Clerk's Office on June 30, 2014 in Book 9070 at Pages 9803, et. seq. to FMERA.

**5. Claims against FMERA.** The parties hereto agree that any and all claims for damages made or to be made against FMERA based in tort law, including, but not limited to, costs and expenses, shall be governed by and subject to the provisions of the New Jersey Tort Claims Act,

N.J.S.A. 59:1-1 et seq. The parties hereto also agree that any and all claims for damages made or to be made against FMERA based in contract law, including, but not limited to, costs and expenses, shall be governed by and subject to the provisions of the New Jersey Contractual Liability Act, N.J.S.A. 59:1-1 et seq.

6. **Recordings/Successors in Interest.** This Assignment shall be recorded in the Monmouth County Clerk's Office. This Assignment shall be binding upon, inure to the benefit of, and be enforceable by and against the respective successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Assignment of Sanitary Sewer Easement as of the Effective Date. Assignor herein has hereunto set his hand and seal as his own act and executed this indenture on the day and year first written above.

IN WITNESS WHEREOF, Grantor and Grantee have duly executed this INDENTURE, all as of the day and year first above written.

<p>WITNESS:</p>  <p>By: _____</p> <p>Print Name, Title</p>	<p><b>Assignor:</b> FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY</p>  <p>By _____</p> <p>Kara Kopach, Executive Director</p> <p>Date</p>
<p>WITNESS:</p>  <p>By: _____</p> <p>Print Name, Title</p>	<p><b>Assignee:</b> BOROUGH OF TINTON FALLS.</p>  <p>By _____</p> <p>Name:</p> <p>Title</p> <p>Date</p>

**Acknowledgment for Fort Monmouth Economic Revitalization Authority**

STATE OF NEW JERSEY :

COUNTY OF MONMOUTH:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me personally came to me known, Kara Kopach who, being by me duly sworn, did depose and say that he/she is the Executive Director of the Fort Monmouth Economic Revitalization Authority, the corporation described in and which executed the foregoing instrument; that she knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name thereto by like order.

I CERTIFY that on \_\_\_\_\_ / \_\_\_\_\_, 2025, Kara Kopach personally came before me and stated to my satisfaction that this person (or if more than one person, each person):

- a. Was the maker of the attached instrument; and
- b. Executed the instrument as his or her own act

\_\_\_\_\_  
Print Name & Title below signature / Commission Expiration Date  
Regina McGrade  
Administrative Manager

\_\_\_\_\_  
Notary Public

**Acknowledgement for the Borough of Tinton Falls**

STATE OF NEW JERSEY

COUNTY OF MONMOUTH

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned authority, personally appeared \_\_\_\_\_, who, being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of the Borough of Tinton Falls, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

I CERTIFY that on \_\_\_\_/\_\_\_\_, 2025, \_\_\_\_\_ personally came before me and stated to my satisfaction that this person (or if more than one person, each person):

- a. Was the maker of the attached instrument; and
- b. Executed the instrument as his or her own act

\_\_\_\_\_

Print Name & Title below signature / Commission Expiration Date

Notary Public \_\_\_\_\_

Exhibit A



## Monmouth County Document Summary Sheet



MONMOUTH COUNTY CLERK  
PO BOX 1251  
MARKET YARD  
FREEHOLD NJ 07728

Return Name and Address  
Two Rivers Title Company LLC  
40 NJ-36  
West Long Branch, NJ 07764

n/c



### Official Use Only

CHRISTINE GIORDANO HANLON  
COUNTY CLERK  
MONMOUTH COUNTY, NJ

Submitting Company Two Rivers Title Company LLC

Document Type Easement and Right of Way NC Deed.

Document Date (mm/dd/yyyy) 03/13/2025

No. of Pages of the Original Signed Document  
(Including the cover sheet) 12

Consideration Amount (If applicable) \$1.00

### Official Use Only

MAR 21 2025

12

INSTRUMENT NUMBER  
2025022408  
RECORDED ON  
Mar 21, 2025  
1:55:43 PM  
BOOK: 0R-9730  
PAGE: 4331  
Total Pages: 12

COUNTY RECORDING FEES \$0.00  
TOTAL PAID \$0.00

<b>First Party</b> (Grantor or Mortgagor or Assignor) (Enter up to five names)	<b>Name(s)</b> (Last Name First Name Middle Initial Suffix) (or Company Name as written)		<b>Address (Optional)</b>		
	County of Monmouth				
<b>Second Party</b> (Grantee or Mortgagee or Assignee) (Enter up to five names)	<b>Name(s)</b> (Last Name First Name Middle Initial Suffix) (or Company Name as written)		<b>Address (Optional)</b>		
	Fort Monmouth Economic Revitalization Authority				
<b>Parcel Information</b> (Enter up to three entries)	<b>Municipality</b>	<b>Block</b>	<b>Lot</b>	<b>Qualifier</b>	<b>Property Address</b>
	Tinton Falls	101.03 <small>formerly p.o 101</small>	7.01 1		portion of TF Woodlands Parcel
<b>Reference Information</b> (Enter up to three entries)	<b>Book Type</b>	<b>Book</b>	<b>Beginning Page</b>	<b>Instrument No.</b>	<b>Recorded/File Date</b>

\*DO NOT REMOVE THIS PAGE.  
DOCUMENT SUMMARY SHEET (COVER SHEET) IS PART OF MONMOUTH COUNTY FILING RECORD. RETAIN THIS PAGE FOR FUTURE REFERENCE.



Prepared By:  
Tamara Loatman-Clark, Esq.

Record and Return to:  
Fort Monmouth Economic Revitalization Authority  
502 Brewer Avenue  
Oceanport, New Jersey 07757

**EASEMENT AND RIGHT OF WAY**

THIS INDENTURE, is made and entered into this 13 day of March, 2025 by and between COUNTY OF MONMOUTH ("the County", or "Grantor"), a political subdivision of the State of New Jersey, having an address at having an address of Hall of Records, 1 East Main Street, Freehold, New Jersey 07728; and the FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY ("FMERA", or "Grantee"), an instrumentality of the State of New Jersey, having an address at 502 Brewer Avenue, Oceanport, New Jersey 07757.

**Recitals**

WHEREAS, FMERA was the owner of a parcel of land colloquially referred to as the Woodlands Parcel located in the Borough of Tinton Falls, County of Monmouth, State of New Jersey, a portion of which is depicted on Schedule A; and

WHEREAS, on even date herewith, FMERA transferred title to Woodlands to the County; and

WHEREAS, the County wishes to grant to FMERA and FMERA wishes to accept from the County the within Easement in order to facilitate continued sanitary service to other surrounding properties.

NOW THEREFORE, subject to the conditions set forth below, **FOR AND IN CONSIDERATION** of the sum of **ONE DOLLAR (\$1.00)** and other good and valuable consideration in hand paid by Grantee to the Grantor, receipt thereof is hereby acknowledged, the Grantor does hereby grant and convey unto the Grantee, its successors and assigns forever, a 15 feet wide sanitary sewer easement and non-exclusive, free uninterrupted and, except as otherwise set forth herein, unobstructed right-of-way, under, across, and over the property of the Grantor, situate in the Borough of Tinton Falls, County of Monmouth and State of New Jersey, being known as Lot 7.01, Block 101.03 known as the Charles Wood Area, which easement is more particularly described by metes and bounds as set forth on **Schedule "A"** which is attached hereto and made a part hereof; and as shown on the drawing entitled Block 101.03, Lot 7.01 last dated November 19, 2024, which is attached hereto and made a part hereof as set forth on **Schedule "B"** collectively referred to hereafter as the **"Easement Area."**

This easement is granted for the purpose of installing, laying, operating, maintaining, inspecting, removing, repairing, replacing, relaying, and adding to, from time to time, sanitary sewer pipe or pipes, with necessary machines, vehicles and materials, at any and all times, for the purpose of maintaining, repairing, renewing or adding to the aforesaid sanitary sewerage pipe lines and appurtenances, and for doing anything necessary, useful or convenient, for

the enjoyment of the easement herein granted.

Grantee, its successors and assigns, shall, on reasonable notice to Grantor except in the case of emergencies, which shall be solely at the discretion of the Grantee, also have the reasonable right to enter in and upon the Grantor's Easement Area described above with men and machines, vehicles and materials, at any and all times for the purpose of installing, maintaining, repairing, renewing, or adding to the aforesaid sewer system lines and appurtenances, and for doing anything necessary, useful or convenient, for the enjoyment of the easement herein granted.

**THIS EASEMENT** is granted subject to the following conditions:

### **1. GRANTOR'S USE**

Grantor reserves the right for itself and its successors and assigns to use the Easement Area in any manner and for any purpose that does not interfere with Grantee's Easement rights and its use of the Easement. All right, title and interest in and to the Easement Area under this Agreement, which may be used and enjoyed without interfering with the rights conveyed by this Agreement are reserved to Grantor, provided, however, that Grantor shall not: (a) erect or maintain any buildings which may cause damage to or interfere with the improvements to be placed within the Easement Area or (b) develop, landscape, or beautify the Easement Area in any way which would unreasonably or materially increase the costs to Grantee of installing the improvements or restoring the Easement Area or Grantor's land after such installation.

### **2. EASEMENT NOT ENCUMBERED BY GREEN ACRES CONDITIONS, RESTRICTIONS OR EXCLUSIONS**

It is represented and understood that the above described easement is not part of the purchase price of the sale of Lot 7.01, Block 101.03 by Grantee to Grantor and that the intent of the parties is that the easement shall be retained by Grantee such that the easement shall not be encumbered by Green Acres Program conditions, restrictions or exclusions; nor the restrictions under the Monmouth County Open Space, Floodplain Protection, Recreation, Farmland and Historic Preservation Trust Fund; nor the restrictions of the Garden State Preservation Trust Act for public open space, recreation, farmland and conservation purposes.

### **3. OPERATION AND RESTORATION**

The construction, operation, maintenance, repair or replacement of the improvements shall be performed at no cost or expense to Grantor or its successor in interest and without the imposition of any lien or charge on or against all or any portion of Grantor's land. Upon the completion of any of the above activities, the Grantee shall immediately restore the Easement Area to, as nearly as possible, the same condition as existed before such work was done, at Grantee's expense. In the event the surface of any portion of the Grantor's land is disturbed by Grantee's exercise of any of its easement rights under this Agreement, such area shall be restored to the condition in which it existed as of the commencement of such activity. Grantee hereby assumes the obligation, including all costs and expenses, to maintain and repair the Grantor's land following such Grantee activity.

#### **4. APPLICABLE LAWS AND REGULATIONS**

The Grantee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

#### **5. CONDITION OF PREMISES**

The Grantee acknowledges that it has inspected the Easement Area, knows the condition, and understands that the same is granted without any representation or warranties whatsoever and without any obligation on the part of FMERA.

#### **6. RIGHT TO ENTER**

The right is granted to FMERA and the United States, its officers, agents, and employees, successors and assigns to enter upon the Easement Area at any time and for any purpose necessary in connection with government purposes, to make inspections, to remove timber or other materials, except property of the Grantor, to make any other use of the lands as may be necessary in connection with government purposes, and the Grantor shall have no claim for damages on account thereof against FMERA or the United States or any officer, agent, or employee thereof, so long as said activities of the FMERA do not unreasonably interfere with the rights of Grantor.

#### **7. SUBJECT TO EASEMENTS**

This easement is subject to all other existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located within the Easement Area, provided that the proposed grant of any new easement or route on or over the Easement Area will be coordinated with the Grantee, and easements will not be granted on or over the Easement Area which will, in the reasonable opinion of Grantee, interfere with the use of the Easement Area by the Grantee, where such grant by Grantee shall not be unreasonably withheld, delayed or conditioned.

#### **7. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties hereto shall protect the Easement Area against pollution of its air, ground and water. Grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Easement Area is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any federal, state, interstate or local governmental agency are hereby made a condition of this easement. The Grantee shall not discharge waste or effluent

from the Easement Area in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Grantee's activities, the Grantee shall be liable to restore the damaged resources.

c. The Grantee acknowledges that the within Deed of Easement and Right of Way is subject to the Environmental Protection Provisions set forth as originally found in the Quitclaim Deed dated May 14, 2014 from the United States of America and recorded it with the Monmouth County Clerk on June 30, 2014 in Book 9070 at Pages 9803, et. seq. (Instrument No. 2014050467), to Grantor.

#### **8. CLAIMS AGAINST FMERA.**

The parties hereto agree that any and all claims for damages made or to be made against FMERA based in tort law, including, but not limited to, costs and expenses, shall be governed by and subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq. The parties hereto also agree that any and all claims for damages made or to be made against FMERA based in contract law, including, but not limited to, costs and expenses, shall be governed by and subject to the provisions of the New Jersey Contractual Liability Act, N.J.S.A. 59:1-1 et seq.

#### **9. COUNTERPARTS.**

This Easement may be executed in one or more counterparts which together shall constitute the same instrument.

#### **10. APPLICABLE LAW.**

This Easement shall be governed by and construed in accordance with the laws of the State of New Jersey.

To have and to hold the above granted easement and right of way unto the said Grantee, its successors and assigns forever.

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

1. That the said Grantor is seized of the said easement and right-of-way and has good right to convey the same.
2. That the Grantee shall quietly enjoy the said easement and right-of-way.
3. Except as provided above, that the Grantor will not erect any structures within the right -of-way granted hereunder.

IN WITNESS WHEREOF, the Grantor herein has hereunto set his hand and seal as his own act and executed this indenture on the day and year first written above.

WITNESS

County of Monmouth

Sahara Brown

Thomas A. Arnone  
THOMAS A. ARNONE  
Commissioner Director

STATE OF NEW JERSEY }

SS:

COUNTY OF MONMOUTH }

The foregoing Deed of Easement and Right-of-Way was acknowledged before me this 13 day of March, 2025 by Thomas A. Arnone, Commissioner Director, County of Monmouth (PL)

I CERTIFY that on 3 / 13 / 2025 personally came before me and stated to my satisfaction that this person (or if more than one person, each person):

- a. Was the maker of the attached instrument; and
- b. Executed the instrument as his or her own act

My commission expires: Aug. 6, 2026

Susan Comey Trembley  
Notary Public

SUSAN COMEY TREMBLEY  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 8/6/2026

The foregoing conveyance is hereby accepted by Fort Monmouth Economic Revitalization Authority, as evidenced by the signature of the undersigned, who is authorized to accept this conveyance on behalf of the Fort Monmouth Economic Revitalization Authority.

WITNESS

Regina McGrade

Fort Monmouth Economic Revitalization Authority

Kara Kopach (PL)

STATE OF NEW JERSEY }  
COUNTY OF MONMOUTH }

SS:

The foregoing Deed of Easement and Right-of-Way was acknowledged before me this 11<sup>th</sup> day of December, 2024, by Kara Kopach.

I CERTIFY that on December 11, 2024, Kara Kopach personally came before me and stated to my satisfaction that this person (or if more than one person, each person):

- Was the maker of the attached instrument; and
- Executed the instrument as his or her own act

Regina McGrade

March 8, 2028

Print Name & Title below Signature / Commission Expiration Date

Regina McGrade  
Administrative Manager

Regina McGrade  
Notary Public

REGINA M MCGRADY  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
ID # 2430957  
MY COMMISSION EXPIRES MAR. 08, 2028

Record and Return:  
Two Rivers Title Company, LLC  
40 NJ-36  
WestLong Branch, NJ 07764

**SCHEDULE A**

Not Certified Copy



September 18, 2024  
Rev. December 5, 2024

**DESCRIPTION OF PROPOSED 15' WIDE SANITARY SEWER EASEMENT  
PORTION OF "TF WOODLANDS PARCEL," BLOCK 101.03, LOT 7.01,  
FORMERLY KNOWN AS PORTION OF LOT 1 IN BLOCK 101,  
BOROUGH OF TINTON FALLS, MONMOUTH COUNTY, NJ**

Being the intent to describe all that certain easement tract or parcel of land being known as Proposed 15' Wide Sanitary Sewer Easement, Portion of TF Woodlands Parcel, Block 101.03, Lot 7.01, Formerly known as Portion of Lot 1 in Block 101 in the Township of Tinton Falls, County of Monmouth, New Jersey, as shown on the plan entitled "*FORT MONMOUTH ECONOMIC REVITALIZATION AUTHORITY, BLOCK 101.03, LOT 7.01, FORMERLY KNOWN AS PORTION OF LOT 1 IN BLOCK 101, BOROUGH OF TINTON FALLS, MONMOUTH COUNTY, NEW JERSEY, EXHIBIT MAP SHOWING TF WOODLANDS PARCEL SURVEY OUTBOUND*", prepared by Michael S. Finnegan, P.L.S. of T&M Associates, revised through September 18, 2024, being more particularly described as follows:

Beginning at a point on the common property boundary of Lot 7.01 in Block 101.03 with "Fabrication Shop Parcel," said point bearing New Jersey State Plane Coordinates (N.A.D. 1983) North 531,590.58 and East 608,077.50 and running thence;

1. North 06 degrees 27 minutes 09 seconds West, continuing along the common property boundary of Lot 7.01 in Block 101.03 with "Tinton Falls Commercial Parcel," a distance of 57.93 feet to a point; thence
2. North 08 degrees 46 minutes 46 seconds East, along the proposed 15' wide sanitary sewer easement being hereby established, as shown on the aforesaid map, a distance of 174.60 feet to a point; thence
3. North 55 degrees 20 minutes 40 seconds East, continuing along the proposed 15' wide sanitary sewer easement being hereby established, a distance of 163.01 feet to a point; thence
4. North 55 degrees 03 minutes 14 seconds East, continuing along the proposed 15' wide sanitary sewer easement being hereby established, a distance of 351.35 feet to a point; thence
5. North 21 degrees 05 minutes 06 seconds East, continuing along the proposed 15' wide sanitary sewer easement being hereby established, a distance of 93.15 feet to a point on the common property boundary line of Lot 7.01 in Block 101.03 with Lot 19 in Block 101.06; thence
6. South 68 degrees 22 minutes 19 seconds East, along the common property boundary line of Lot 7.01 in Block 101.03 with Lot 19 in Block 101.06, a distance of 15.00 feet to a point; thence
7. South 21 degrees 05 minutes 06 seconds West, continuing along the proposed 15' wide sanitary sewer easement being hereby established, a distance of 97.59 feet to a point; thence





September 18, 2024  
Rev. December 5, 2024

**DESCRIPTION OF PROPOSED 15' WIDE SANITARY SEWER EASEMENT  
PORTION OF "TF WOODLANDS PARCEL," BLOCK 101.03, LOT 7.01,  
FORMERLY KNOWN AS PORTION OF LOT 1 IN BLOCK 101,  
BOROUGH OF TINTON FALLS, MONMOUTH COUNTY, NJ**

8. South 55 degrees 03 minutes 14 seconds West, continuing along the proposed 15' wide sanitary sewer easement being hereby established, a distance of 355.97 feet to a point; thence
9. South 55 degrees 20 minutes 40 seconds West, continuing along the proposed 15' wide sanitary sewer easement being hereby established, a distance of 156.59 feet to a point; thence
10. South 08 degrees 46 minutes 46 seconds West, continuing along the proposed 15' wide sanitary sewer easement being hereby established, a distance of 180.85 feet to a point; thence
11. South 08 degrees 29 minutes 14 seconds West, continuing along the proposed 15' wide sanitary sewer easement being hereby established, a distance of 43.19 feet to a point, or place of BEGINNING.

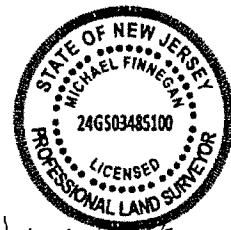
Containing 11,713 square feet (0.269 acre) of land more or less.

The above description is and is intended to describe all that Proposed 15' Wide Sanitary Sewer Easement, Portion of TF Woodlands Parcel, Block 101.03, Lot 7.01, Formerly known as Portion of Lot 1 in Block 101 in the Township of Tinton Falls.

It is represented and understood that the above-described easement shall not be encumbered by Green Acres Program conditions, restrictions or exclusions; nor the restrictions under the Monmouth County Open Space, Floodplain Protection, Recreation, Farmland and Historic Preservation Trust Fund; nor the restrictions of the Garden State Preservation Trust Act for public open space, recreation, farmland and conservation purposes.

DESCRIPTION PREPARED BY:  
T&M ASSOCIATES

MICHAEL S. FINNEGAN, P.L.S.  
NEW JERSEY LICENSE NO. GS34851



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**SCHEDULE B**

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