

**RESOLUTION - ACCEPTING A DEED OF EASEMENT FOR PERMANENT SLOPE –
HOVCHILD BOULEVARD (BLOCK 135, LOT 6.01)**

WHEREAS, the CPG Tinton Falls Urban Renewal, LLC (hereinafter CPG) has received approvals from the Planning Board of the Borough of Tinton Falls granting final site plan approval for premises known as Block 135, Lot(s) 1.01, 4, 6.01, 7.01 on the tax maps of the Borough of Tinton Falls; and,

WHEREAS, pursuant to the enabling Resolution, CPG is required to dedicate certain easements for construction, maintenance and utilities related to that acquisition and more fully described in the Deed of Easement for Permanent Slope attached hereto; and,

WHEREAS, the legal description for this easement as indicated in the attached Schedule A, refers to “Victoria Boulevard” which Boulevard has now been designated by Resolution of the Borough Council of the Borough of Tinton Falls under Resolution R-07-376 as “Hovchild Boulevard”; and,

WHEREAS, the Borough Council of the Borough of Tinton Falls deems it in the best interest of the Borough of Tinton Falls to accept the Deed of Easement attached hereto; and,

WHEREAS, said easement has been approved by Birdsall Engineering, the Borough Engineer and the Director of Law has recommended the acceptance of said Deed of Easement,

NOW, THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Tinton Falls that said Deed of Easement for Permanent Slope be and is hereby accepted by the Borough of Tinton Falls.

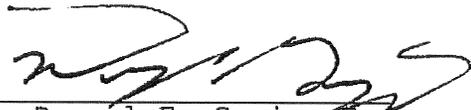
DUANE MORRILL, COUNCIL PRESIDENT

I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on October 6, 2009.

KAREN MOUNT-TAYLOR, BOROUGH CLERK

	M O V E D	S E C O N D E D	A Y E S	N A Y S	A B S E N T	A B S T A I N	<p>I hereby certify that the above Resolution was duly adopted by the Borough Council of the Borough of Tinton Falls at a meeting held on October 6, 2009.</p> <p>_____ Karen Mount-Taylor, Borough Clerk</p>
MR. BALDWIN							
MS. FAMA							
MR. LARKIN							
DR. MAYER							
MR. MORRILL							

Prepared by:


Darryl E. Gugig, Esq.

DEED OF EASEMENT - PERMANENT SLOPE

This indenture made this 28th day of April, 2006, by and between CPG TINTON FALLS URBAN RENEWAL, LLC, a New Jersey Limited Liability Company, with offices at 105 Eisenhower Parkway, Roseland, New Jersey, hereinafter referred to as "Grantor" and BOROUGH OF TINTON FALLS, NEW JERSEY, a body politic of the State of New Jersey, with offices located at 556 Tinton Avenue, Tinton Falls, New Jersey, hereinafter referred to as "Grantee", as their interests may appear.

W I T N E S S E T H:

The Grantor for itself, its successors and assigns, in consideration of the sum of ONE (\$1.00) DOLLAR, the receipt of which is hereby acknowledged, does hereby grant, give and convey unto the Grantee, its successors and assigns, a non-exclusive easement and right of way over the property of Grantor situated in the Borough of Tinton Falls, County of Monmouth, and State of New Jersey, known as a portion of Block 135, Lot 6.01, on the Tax Map of the Borough of Tinton Falls, as said easement and right of way is described on Exhibit A attached hereto and made a part hereof, and as shown as SE6 on the attached parcel map of Schoor DePalma dated September 26, 2002, attached hereto and made a part hereof as Exhibit B.

Being a permanent easement conveyed to the Grantee for the purpose and right to form and maintain slopes for grading the said right-of-way as far as the line marked on the aforesaid map, including the right to topsoil and seed and to maintain the same so as to stabilize the soil, prevent erosion, except for driveways, parking lots, or other paved areas that are to remain, which will be replaced with equal or better paving materials; PROVIDED HOWEVER, that the slope easement may be annulled by furnishing and maintaining adequate support or protection for the highway so as to make the continuance of the slope right unnecessary, within the easement limits as shown on the aforesaid map attached hereto and made a part hereof.

Grantee shall also have the right to enter in and upon those portions of Grantor's property exclusive of the easement with men, material and machinery as necessary in order to complete said construction, etc. Grantee agrees by acceptance of this Deed of Easement and Agreement to enter only in and upon those portions of Grantor's property that are necessary in order to accomplish the purposes noted above in this Easement Agreement and as set forth on the Exhibits attached hereto and made a part hereof.

The Grantor agrees that Grantee may transfer this easement right to any assigns, including but not limited to the Department of Transportation of the State of New Jersey or Municipality of Neptune and/or Tinton Falls.

The Grantor does covenant with Grantee as follows:

1. That the Grantor is seized with the real property

and that he is over the age of 18.

Patricia Ardino

Notary Public of New Jersey
Exhibit A

Beginning at a point in the proposed westerly right-of-way line of Victoria Boulevard, said beginning point being northerly fifty-eight and seventy-one hundredths feet more or less (58.71'±), along same from the intersection with the existing northerly right-of-way line of New Jersey State Highway Route 66, said point being distant thirty-six and zero hundredths feet (36.00') westerly from and at right angles to Victoria Boulevard Construction Baseline Station 411+88.25, and running thence;

1. South sixty-two degrees forty-three minutes five seconds West (S 62° 43' 05" W), along said proposed easement line, a distance of twenty-four and three hundredths feet (24.03') to an angle point in same, thence;
2. South six degrees twenty-two minutes fifty seconds West (S 06° 22' 50" W), along said proposed easement line, a distance of ten and seventy-three hundredths feet (10.73') to an angle point in same, thence;
3. North eighty-three degrees thirty-seven minutes ten seconds West (S 83° 37' 10" E), along said proposed easement line, a distance of thirty-five and zero hundredths feet (35.00') to an angle point in same, thence;
4. North six degrees twenty-two minutes fifty seconds East (N 06° 22' 50" E), along said proposed easement line, a distance of seventeen and eighty-three hundredths feet (17.83') to an angle point in same, thence;
5. North eleven degrees forty-eight minutes fourteen seconds East (N 11° 48' 14" E), along said proposed easement line, a distance of one hundred twenty-six and ninety-seven hundredths feet (126.97') to an angle point in same, thence;
6. North seven degrees fifty-one minutes one seconds East (N 07° 51' 01" E), along said proposed easement line, a distance of ninety-nine and twenty hundredths feet (99.20') to an angle point in same, thence;
7. North two degrees thirty-three minutes forty-nine seconds West (N 02° 33' 49" W), along said proposed easement line, a distance of one hundred twenty-one and ninety hundredths feet (121.90') to an angle point in same, thence;

8. North eighty-three degrees twelve minutes nine seconds East (N 83° 12' 09" E), along said proposed easement line, a distance of twenty and zero hundredths feet (20.00') to a point in the proposed westerly right-of-way line of Victoria Boulevard, thence;
9. South six degrees forty-seven minutes fifty-one seconds East (S 06° 47' 51" E), along said proposed westerly right-of-way line, a distance of one hundred twenty-one and fifty-seven hundredths feet (121.57') to a point of curvature in same, thence;
10. In a southerly direction along said proposed westerly right-of-way line, on a curve bearing to the right, having a radius of four hundred sixty-four and zero hundredths feet (464.00'), an arc length of one hundred six and seventy-two hundredths feet (106.72') and a chord bearing of South zero degrees twelve minutes thirty-one seconds East (S 00° 12' 31" E), a chord distance of one hundred six and forty-eight hundredths feet (106.48'), to a point of tangency in same, thence;
11. South six degrees twenty-two minutes fifty seconds West (S 06° 22' 50" W), along said proposed westerly right-of-way line, a distance of one hundred twenty and eighteen hundredths feet (120.18') to the Point and Place of Beginning.

All as shown on the aforesaid map containing 13,688.49 square feet (0.314 acres) more or less.

EXHIBIT B