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JAMES N. HOGAN
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GLOUCESTER COUNTY RECORDING DATA PAGE

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RECORD & RETURN TO:

Janice R. Daddis, Paralegal
K. Roumanian Companies
110 Fieldcrest Av.
ON - 7825
Edison, NJ 08837

GLOUCESTER COUNTY RECORDING DATA PAGE
JAMES N. HOGAN, COUNTY CLERK

4300P

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PREPARED BY:


JOHN F. SEMPLE, ESQ.

DEED OF EASEMENT

THIS DEED OF EASEMENT made on this 19th day of March, 2003 by and between

K. HOVNANIAN VENTURE I, L.L.C. a New Jersey Limited Liability Company, having an address at 110 Fieldcrest Avenue, Edison, New Jersey 08818-7825, hereinafter called "Grantor"

and

RITTENHOUSE AT LOCUST GROVE HOMEOWNERS ASSOCIATION, INC., a New Jersey corporation, having an office at 110 Fieldcrest Avenue, Edison, New Jersey 08818-7825, hereinafter called "Grantee".

WHEREAS, Grantor, is the owner of property known as Block 5.36, Lot 24 as shown on the Tax Map of the Township of Deptford, Gloucester County, New Jersey (hereafter, the "Premises"); and

WHEREAS, the Grantor and Grantee are desirous of constructing and maintaining on a portion of the Premises a sign and three flag poles that identify the Rittenhouse at Locust Grove community (the "Community Sign and flag poles").

WHEREAS, it is the intention of the parties to this Deed of Easement that this grant of easement, upon and subject to the terms set forth in this document, is made for the purpose of installing, maintaining, inspecting, removing, repairing, replacing the Community Sign and flag poles.

WHEREAS, in consideration of Ten Dollars (\$10.00), the mutual covenants set forth in this document, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees to give and grant the nonexclusive easement described herein to Grantee.

NOW, THEREFORE, the parties agree as follows:

1. Grantor hereby gives, grants and conveys to Grantee, in perpetuity, the nonexclusive right, privilege, authority and Easement, under, across and over that portion of the Premises for the purpose of accessing, installing, maintaining, inspecting, removing, repairing, replacing the Community Sign and flag poles, as shown on Exhibit A, which is attached hereto and made a part hereof ("Easement Property").

2. The rights, privileges, authority and Easement are granted and conveyed together with the right to the Grantee, its successors and assigns, to enter, at the discretion of the Grantee, the Premises at a reasonable location for the purpose of accessing the Community Sign and flag poles, as described on Exhibit A, 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 Community Sign and flag poles and for doing anything necessary, useful or convenient, for the enjoyment of the Easement herein granted.

3. Grantor hereby reserves the right to use the Easement in any manner that will not prevent or interfere with the exercise by the Grantee of the rights granted hereunder and the right to grant other nonexclusive easements on, over, under or upon the Easement Property.

4. 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 the Easement Property shall revert to the Grantor, its successors and assigns.

5. All rights, title and privileges herein granted shall be to the Grantee, its successors and assigns forever and such rights, title and privileges, including all benefits and burdens, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

6. The Grantor does further covenant with the said Grantee as follows:

a) that the Grantor has good and marketable title to the Easement Property described hereinabove and has the right to convey the Easement granted herein;

b) that the Grantee shall quietly enjoy the said Easement without disturbances and interferences by Grantor;

c) that the said Easement is free and clear from encumbrances which would interfere with Grantee's use and enjoyment of the Easement Property as authorized herein;

d) that the Grantor will execute such further assurances of the said lands as may be requisite by Grantee to correct any title defect; and

e) that the Grantor will warrant generally the Easement hereby conveyed.

7. By acceptance of this Deed of Easement, the Grantee does covenant with Grantor that the Easement Property shall be used only for the purpose of accessing, installing, maintaining, inspecting, removing, repairing, and replacing the Community Sign and flag poles.

8. The provisions hereof are intended to be severable and the invalidation of any one of the covenants, conditions or restrictions, by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

9. Acceptance of dedication herein will occur upon the filing and recording of this Deed of Easement in the Gloucester County Clerk's Office.

10. 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" (NJSA 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which would affect the Grantee's use of the Easement Property in accordance with the terms of this Easement.

11. Whenever in this Deed of Easement any party is referred to either by name or general reference, such reference is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" has been added after each and every reference.

Exhibit A

REFERENCE:

BEING KNOWN AS LOT 24, BLOCK 5.36, ON A PLAN ENTITLED, "FINAL PLAN OF LOTS, RITTENHOUSE AT LOCUST GROVE, SHEET 1 & 2 OF 2" PREPARED BY G.S. WINTERS & ASSOCIATES, INC., LAST REVISION DATED 10/15/01.

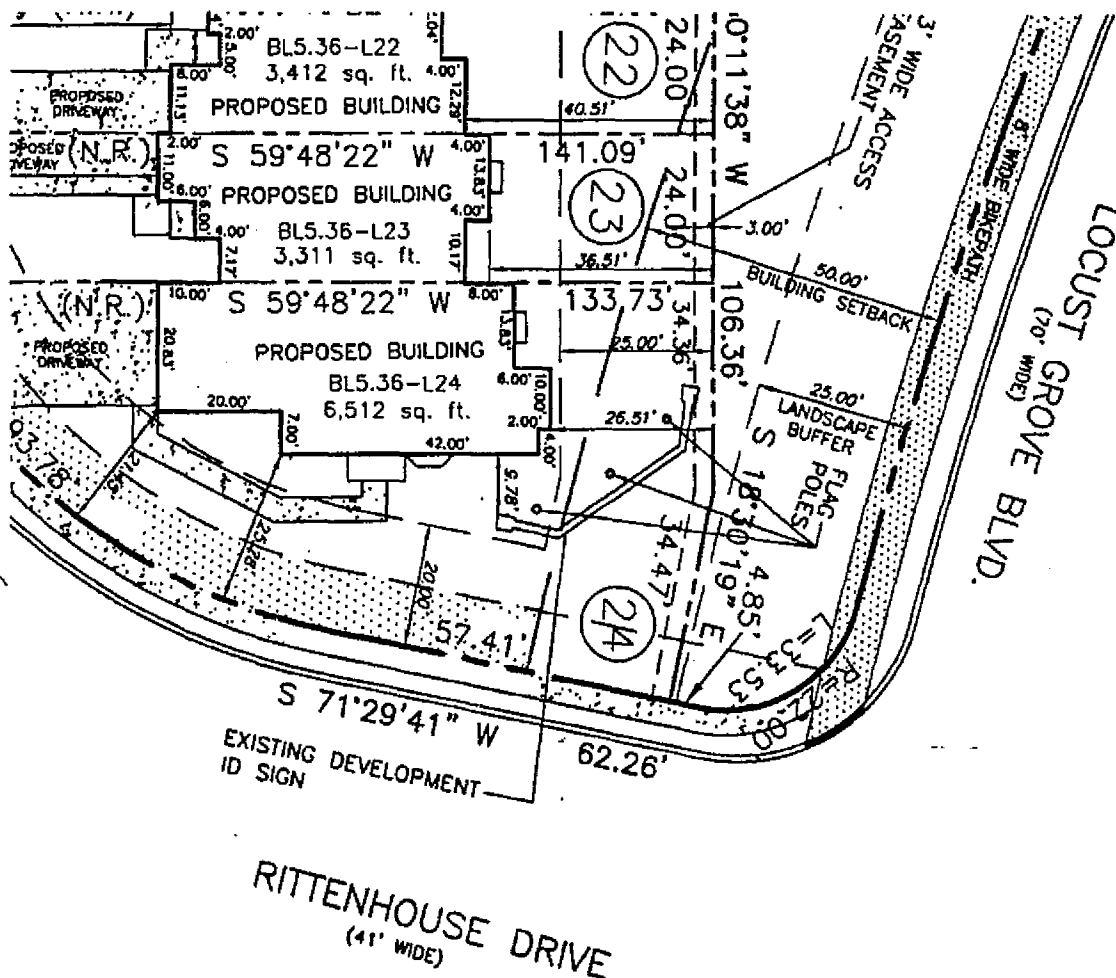
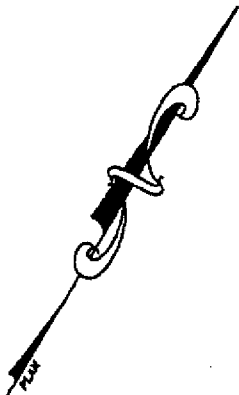
THE DIMENSIONS FOR THE PROPOSED DWELLING AS SHOWN MUST BE ADHERED TO.

THIS PLAN REPRESENTS PROPOSED BUILDING AND SETBACK DIMENSIONS AND IS NOT BASED ON A FIELD SURVEY.

ALL ELEVATIONS AND IMPROVEMENTS AS SHOWN ARE PROPOSED UNLESS OTHERWISE NOTED

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR AND OWNER MUST BE NOTIFIED OF ANY DISCREPANCIES PRIOR TO PROCEEDING WITH THE WORK.

RITTENHOUSE AT LOCUST GROVE



PERMIT PLAN LOTS 24, BLOCK 5.36 DEPTFORD TOWNSHIP GLOUCESTER COUNTY, NEW JERSEY		PERKS REUTTER ASSOCIATES CONSULTING ENGINEERS FAIRWAY CORPORATE CENTER 4300 HADDONFIELD ROAD, SUITE 115 PENNSAUKEN, NJ 08109	
SCALE: 1"=30'	DRAWN BY: lh	REVISIONS: ROBERT J. FEDORKA, P.E. PROFESSIONAL ENGINEER NEW JERSEY LIC. No. 38904 2/12/03	
DATE: 2/12/2003	APPROVED:		