

Right of Way Agreement

IN CONSIDERATION of the sum of One Dollar (\$1.00), paid by JERSEY CENTRAL POWER & LIGHT COMPANY, a New Jersey Corporation, or NEW JERSEY BELL TELEPHONE COMPANY, the receipt of which is hereby acknowledged, the undersigned do (does) hereby grant and convey unto said Jersey Central Power & Light Company, its successors and assigns, and New Jersey Bell Telephone Company, its associated and allied Companies, their successors and assigns, the right to enter without notice

the premises of the undersigned in the _____ Township
Brick _____ County of _____ Ocean _____ and State of New Jersey,
_____ on the south side of Van Zile Road; east of Rac Lane, known as Block 1134,
lots 1, 2 & 4 as shown on the tax maps of said township.

from time to time to erect, maintain, renew, relocate, redesign, alter and remove poles, guys, anchors, crossarms, wires, cables, and appurtenances in perpetuity for the transmission and distribution of electricity, the operation of communication systems, and in addition thereto to erect and maintain such wires or appurtenances on said poles and crossarms as said Companies may deem necessary and to be attached thereto, upon, over, across, along and beyond said property, the course of said pole line as follows:

along the south side of said street, within the bed thereof in front of the
premises of the grantors, pole JC 5600 to be set, with an anchor guy extending in a southerly direction 15 feet more or less in length.

RECORDED
OCEAN COUNTY CLERK'S
OFFICE

74 AUG 16 PM 4:33

BOOK 3407
PAGE 119
CLERK
J. J. PUGH

COUNTY OF OCEAN
CONSIDERATION ...
REALTY TRANSFER FEE ...
DATE 8-16-74 BY ...

It is agreed that the Companies may improve said pole line from time to time so that utility service may be supplied in a proper manner and shall have the right to trim and keep trimmed, or cut and remove such tree branches as may be required to maintain service at all times; the work shall be done with care on the sidewalk, street and premises disturbed thereby shall be restored to its prior condition by and at the expense of said Companies.

August 1, 1974.

WITNESSES:

(L.S.)
(L.S.)
(L.S.)
(L.S.)

CORPORATION
SEAL

Robert Starr, Jr.
Secretary
ROBERT STARR, SR.

By

LAURELTON FIRE COMPANY #1
Joseph Bello
President
JOSEPH BELLO

STATE OF NEW JERSEY)
COUNTY OF OCEAN) ss:

BE IT REMEMBERED, that on this 1 day of Aug, 1974, before me, the subscriber, personally appeared Robert Starr Sr. who, being by me duly sworn on his oath, deposes and proves to my satisfaction, that he is Joseph Rello Secretary of Laurelton Fire Co. the Grantor named in the within Instrument, that Joseph Rello President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of said Corporation; that deponent well knows the corporate seal of said Corporation; and the seal affixed to said Instrument is such corporate seal and was thereto affixed, and said Instrument signed and delivered by said Joseph Rello President, as and for his voluntary act and deed and as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as witness. The full and actual consideration paid for the transfer of title to realty evidenced by the within Deed, as such consideration is defined in P.L. 1968, c.49, Sec. 1(c) is \$1.00.

(Corporate)

Sworn to and subscribed before me)
at Bucktown Rd.
the date aforesaid.

Beverly A. Bailey
Notary Public of New Jersey BEVERLY A. BAILEY
My commission expires Oct 30 1974
NOTARY PUBLIC OF N. J.

Robert Starr Sr.
Secretary
ROBERT STARR, SR.

Parcel No. _____
Line: _____
County: OCEAN

RIGHT OF WAY AGREEMENT

W. O. #614689

64354

TO
JERSEY CENTRAL POWER
& LIGHT COMPANY

Dated: August 1, 1974
RECEIVED in the Clerk's Office of the County
of New Jersey, on the
_____ day of _____, A.D.,
19____ at _____ o'clock in the
noon, and recorded in Book _____ of Deeds
for said County, on Page _____

This instrument prepared by: Charles C. Earle, Jr.
RECORD AND RETURN TO
JERSEY CENTRAL POWER & LIGHT COMPANY
REAL ESTATE DEPARTMENT
MADISON AVENUE AT PUNCH BOWL ROAD
MORRISTOWN, NEW JERSEY 07960

STATE OF NEW JERSEY)
COUNTY OF _____) ss:

(Direct Acknowledgment)

BE IT REMEMBERED, That on this _____ day of _____, 19____, in the County and State aforesaid, personally appeared before me, the subscriber, a Notary Public of New Jersey, _____ who, I am satisfied, _____ the Grantor _____ mentioned in the within Instrument, to whom I first made known the contents thereof, and thereupon _____ acknowledged that _____ signed, sealed and delivered the same as _____ voluntary act and deed, for the uses and purposes therein expressed. The full and actual consideration paid for the transfer of title to realty evidenced by the within Deed, as such consideration is defined in P.L. 1968, c.49, Sec. 1(c) is \$1.00.

Notary Public of New Jersey
My Commission Expires _____

STATE OF NEW JERSEY)
COUNTY OF _____) ss:

(Subscribing Witness Ack.)

I, _____, hereby certify that on the _____ day of _____, 19____, in the County of _____ and State aforesaid, personally appeared before me _____, whom I personally know to be the subscribing witness to the execution of the foregoing Instrument and who, being duly sworn, deposed and said that _____ he subscribed his name to the said Instrument as a subscribing witness on the date contained therein, and that _____ he saw _____ sign, seal and deliver the said instrument as _____ voluntary act and deed, and that _____ he subscribed his name thereto at the same time as an attesting witness.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year aforesaid.
The full and actual consideration paid for the transfer of title to realty evidenced by the within Deed, as such consideration is defined in P.L. 1968, c.49, Sec. 1(c) is \$1.00.

Notary Public of New Jersey

My Commission Expires _____

This Deed, made the 30th day of December

BOOK 3434 PAGE 623

in the year One Thousand Nine Hundred and Seventy-four

Between

LAURELTON FIRE COMPANY NO. 1
located at P. O. Box 312, in the Township of Brick,
County of Ocean and State of New Jersey,

a corporation duly organized and existing under and by virtue of the laws of the State of
New Jersey, having its principal office in the Township of Brick
County of Ocean and State of New Jersey, hereinafter referred to as the Grantor;

And

LAURELTON FIRE COMPANY NO. 1
located at P. O. Box 312, in the Township of Brick
County of Ocean and State of New Jersey,

hereinafter referred to as the Grantee:

Witnesseth, That the said grantor, for and in consideration of NO CONSIDERATION-----

lawful money of the United States of America, to it in hand well and truly paid by the said grantee,
at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged,
and the said grantor being therewith fully satisfied, contented and paid, has given, granted,
bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents does
give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said grantee, and to
and assigns, forever,

its successors

All that certain lot,
tract or parcel of land and premises, hereinafter particularly described, situate, lying and
being in the Township of Brick
in the County of Ocean and State of New Jersey.

SEE PROPERTY DESCRIPTION ANNEXED HERETO AND MADE A PART
HEREOF.

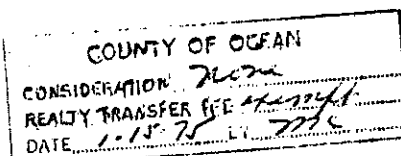
Being the same premises conveyed to the grantor herein by deed from
John T. DeFino and Jean A. DeFino, his wife, dated March 28, 1973,
and recorded in the Ocean County Clerk's Office on April 2, 1973,
in Book 3291, Page 103; and by deed from Herbert Orth and Lorraine M.
Orth, his wife, dated March 23, 1973, and recorded in the Ocean
County Clerk's Office on April 23, 1973, in Book 3296, Page 502.

The grantee does hereby declare and set forth that the following
covenant shall, and hereby does apply, to the above described
premises:

1. Conveyance out of Individual Parcels.

No parcel of the above tract (less than the whole tract)
shall be conveyed by the grantee to any party without prior subdivi-
sion approval as required by any ordinance or controlling law of the
Township of Brick.

2. This deed is executed in consideration of and incorporates
herewith the attached agreement executed by Laurelton Fire Company
No. 1.



November 25, 1974

Laurelton Fire Company

Being Lot 1, 2 & 4, Block 1134, Brick Township Tax Map

Beginning at a point at the intersection of the southwesterly line of Van Zile Road (as now established), thirty feet measured southwesterly at right angles from the centerline of Van Zile Road with the intersection of the northerly line of the Jersey Central Power & Light Company Right-of-Way and running from said beginning point; thence (1) north forty-nine degrees fifty-two minutes west, along the southwesterly line of Van Zile Road (as now established), one hundred seventy-five and seventy-six hundredths feet to a point of curvature; thence (2) northwesterly still along the southwesterly line of Van Zile Road (as now established) following the arc of a circle with a radius of nine hundred eighty-five and thirty-seven hundredths feet curving to the right a distance of one hundred ninety-five and seventy-six hundredths feet to a point in the southeasterly line of Lot No. 3; thence (3) south forty-six degrees thirty-three minutes west, along said southeasterly line, one hundred twenty-nine and twenty-eight hundredths feet to a concrete monument at the most southerly corner of Lot No. 3; thence (4) north forty-three degrees twenty-seven minutes west, along the southwesterly line of Lot No. 3, one hundred four and seventy-four hundredths feet to an iron pipe in the southerly line of National Avenue; thence (5) south fifty-nine degrees twenty-eight minutes west, three hundred fifty-one and sixty-five hundredths feet to a concrete monument in the northeasterly line of Sunset Street; thence (6) south sixty-two degrees three minutes east, along the northeasterly line of Sunset Street, thirty and twenty-eight hundredths feet to a concrete monument in the northerly line of the aforesaid Jersey Central Power & Light Company Right-of-Way; thence (7) south eighty-six degrees ten minutes east, along said northerly line, seven hundred fourteen and twenty hundredths feet to the point and place of beginning.

Brick Townsh
Brick Towns
590 Brick Bc
Brick Town,

Re

Gentlemen:

Please be advised that the owner of the fire company of land into which the land is being consolidated in order to be of the Brick Township consolidation authorizes the lot lines of the new lot as one of the new lot by the Tax requirement Company No. the "new" 1 the land su regulations

Laurelton F
will be inc
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mentioned

ATTEST: *Robert Stai*
ROBERT STAI

December 3, 1974

Brick Township Planning Board
Brick Township Tax Assessor
390 Brick Boulevard
Brick Town, New Jersey 08723

Re: Laurelton Fire Company No. 1
Site Plan Application
Lots 1, 2 and 4, Block 1134 as design-
ated on Tax Map of Brick Township

Gentlemen:

Please be advised that the Laurelton Fire Company No. 1 is the owner of all the parts of the land set forth above. The fire company agrees to consolidate all of the aforesaid parcels of land into one lot for the purpose of creating site of sufficient size to satisfy zoning and planning regulations which would require the consolidation of the above described parcels in order to erect a firehouse on this site. In consideration of the Brick Township Planning Board agreeing to waive a consolidation subdivision, Laurelton Fire Company No. 1 hereby authorizes the Tax Assessor of Brick Township to remove all lot lines on the tax map and to treat all of the above mentioned lots as one parcel. Laurelton Fire Company No. 1 agrees that the new lot that will emerge after the deletion of lot lines by the Tax Assessor will be subject to all zoning and planning requirements of the Township of Brick. Further, Laurelton Fire Company No. 1 agrees that if it should desire to divide any of the "new" lot in the future, the subdivision must meet all of the land subdivision requirements as well as any other municipal regulations at the time of that subdivision.

Laurelton Fire Company No. 1 hereby acknowledges that this letter will be incorporated by reference into a deed to be recorded in the Ocean County Court House with the Ocean County Clerk and that the deed and this letter shall govern all future use of the aforementioned parcels of land.

Very truly yours,

LAURELTON FIRE COMPANY NO. 1

By Joseph Bello
JOSEPH BELLO, President

ATTEST: Robert Starr
ROBERT STARR, Secretary

Also, all the estate, right, title, interest, property, claim and demand whatsoever, of the said grantor, of, in and to the same, and of, in and to every part and parcel thereof.

To Have and to Hold all and singular the above described land and premises, with the appurtenances, unto the said grantee, its successors and assigns, to the only proper use, benefit and behoof of the said grantee, its successors and assigns forever.

And the said grantor

for itself, its successors and assigns, does covenant, promise and agree to and with the said grantee

its successors and assigns, that it has not made, done, committed, executed, suffered any act or acts, thing or things whatsoever whereby or by means whereof the said mentioned and described premises, or any part or parcel thereof, now are, or at any time hereafter shall or may be impeached, charged or encumbered, in any manner or way whatsoever.

In Witness Whereof, the said grantor, hath caused its corporate seal to be hereunto affixed and attested by its Secretary, and these presents to be signed by its the day and year first above written.



Attest: Seal
Robert Starr
ROBERT STARR,

Secretary.

By Joseph A. Bello
JOSEPH A. BELLO,

President.

State of New York
County of

Be it Remembered that the subscriber

personally appeared

who, being by him

that JOSEPH A. BELLO, President of the Laurelton Fire Company, No. 1, has been duly authorized and deponent well known to me, and that the foregoing instrument is delivered by him in presence of me, and that the foregoing is a true and correct copy of the original as the same appears by the within

Subscribed to and the date aforesaid.

Prepared by:

Attest

LAURELTON FIRE COMPANY NO. 1

State of New Jersey,

County of Ocean

ss.:

Be it Remembered, that on this 30th day of December 1974, before me,

personally appeared Robert Starr

who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the Secretary of Laurelton Fire Company No. 1

the Corporation named in the within Instrument; is the

that Joseph A. Bello President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation; that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said

President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness, and that the full and actual consideration paid or to be paid for the transfer of title to realty evidenced by the within deed, as such consideration is defined in P.L. 1968, c. 49, Sec. 1(c), is \$ NO CONSIDERATION.

Sworn to and subscribed before me, the date aforesaid.

KENNETH B. FITZSIMMONS
AN ATTORNEY AT LAW OF THE
STATE OF NEW JERSEY

ROBERT STARR

Prepared by: KENNETH B. FITZSIMMONS,
ATTORNEY

DEED

LAURELTON FIRE COMPANY NO. 1

- TO -

LAURELTON FIRE COMPANY NO. 1

DATED December 30th, 1974.

Received in the Office of
the County of N. J.,
on the day of
A.D., 19 , at o'clock in
noon and Recorded in Book
of DEEDS for said
County, on page

Sim, Sian, Gunning, Serpentelli & Fitzsimmons
A Professional Corporation
Post Office Box 190
Brick Town, N. J. 08723

11/22 City of New Jersey

Photocopy
Municipal
Post Office

RECORDED
OCEAN COUNTY CLERK'S
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001356

THIS INDENTURE, made this 25th day of March
 Between LAURELTON FIRE COMPANY NO. 1, a New Jersey corporation,
 located at 1724 West Route 88 in the
 Township of Brick, County of Ocean, and State of New Jersey
 And THE BRICK TOWNSHIP MUNICIPAL UTILITIES AUTHORITY, a body politic organized
 the laws of the State of New Jersey,
 located at 660 Mantoloking Road
 in the Township of Brick, County of Ocean and State of New Jersey,

WITNESSETH, That the Grantor, in consideration of
 FIVE HUNDRED TWENTY-ONE and 00/100 (\$521.00)-----
 receipt of which is hereby acknowledged, does hereby grant and convey to Grantee
 the right to construct, alter and maintain a utility line and all necessary laterals
 across the property described in Schedule A attached hereto and made a part hereof
 further described in Schedule B attached hereto and made a part hereof, together with
 free right of ingress and egress over and across such property, insofar as such right
 ingress and egress is necessary to the proper use of any other right granted herein
 condition that the Grantee at all times will take steps to restore the surface of the
 hereinabove described to a condition similar to that which existed prior to the con-
 struction, including the reseeding of the land to provide a ground cover to prevent soil
 where necessary. In the event the Grantee, at any time subsequent to the grant of
 ment, goes upon the easement, it shall be the obligation of the Grantee to restore
 ment area as nearly as possible to the condition existing at the time entry on the
 is undertaken. The Grantee shall have the right to patrol, inspect, redesign, repair
 alter said lines and to install such additional lines, apparatus and equipment as
 may at any time determine necessary and the right to remove any line or any part
 Together also with the right from time to time to remove or clear and keep clear
 trees, underbrush, structures and other obstructions upon said right of way, together
 with the right of entry upon the Grantor's said lands as heretofore described for
 purposes aforesaid. Subject to the Grantee's exercise of the rights granted herein
 Grantor may use the ground within the limits of said right of way without substan-
 change of grade provided that such use shall not interfere with, limit or obstruct
 subsequent exercise of the rights hereby granted and provided further that no build-
 other structure shall be erected within said right of way. It is further agreed
 stood that such restoration shall not include above ground plantings such as trees,
 shrubs, or the replacement of ground structure such as buildings, fences, etc.,
 hereinafter expressly provided: See Schedule C annexed hereto and made a
 hereof.

In witness whereof, the Grantor has caused these presents to be signed
 attested by its proper corporate officers and its corporate seal to be hereto affixed
 day and year first above written.

ATTEST:

Robert R. Dunn
 Secretary
 Seal

LAURELTON FIRE COMPANY NO. 1

By *Kenneth E. Fitzsimmons*

STATE OF NEW JERSEY, COUNTY OF OCEAN) SS.: Be it Remembered, that on March 25, 1975, before me, the subscriber, *Robert R. Dunn* of the State of New Jersey, who, being by me personally appeared *Robert R. Dunn* on his oath, deposes and makes proof to my satisfaction that he is the Secretary of Laurelton Fire Company No. 1 the Corporation named in the within Instrument; that

President of said Corporation; that the execution, as well as the making of said Instrument, has been duly authorized by a proper resolution of the Board of Directors of said Corporation; that deponent well knows the corporate seal of said Corporation; that the seal affixed to said Instrument is the proper corporate seal and was thereto said Instrument signed and delivered by said President as and for the vol- and deed of said Corporation, in presence of deponent, who thereupon subscribed thereto as attesting witness; and that the full and actual consideration paid to the for the easement evidenced by the within Deed is \$521.00.

Sworn to and subscribed before me,
 the date aforesaid

KENNETH E. FITZSIMMONS
 AN ATTORNEY AT LAW OF THE

PREPARED BY: STATE OF NEW JERSEY
 Michael E. Cunningham, Esq.

COUNTY OF OCEAN	
CONSIDERATION	\$521.00
REALTY TRANSFER FEE	44.00
DATE 4-11-75	BY 225

Beginning at
 Street and
 No. 88 and
 along the nor
 75° West a
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 division line
 along the afo
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 88 on a course
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 ending.

Beginning at the intersection on the northerly line of
Olden Street and the westerly line of New Jersey State Highway
No. 88 and running thence
along the northerly line of Olden Street on a course
75° West a distance of 20.00 feet; thence
on a course North 15° East a distance of 150.00 feet to
division line of Lots 12 and 29; thence
along the aforementioned division line of Lots 12 and 29
on a course South 75° East a distance of 20.00 feet to the
northerly line of N.J.S.H. Route No. 88; thence
along the aforementioned westerly line of N.J.S.H. Route
88 on a course South 15° West a distance of 150.00 feet to
northerly line of Olden Street and the point and place of
beginning.

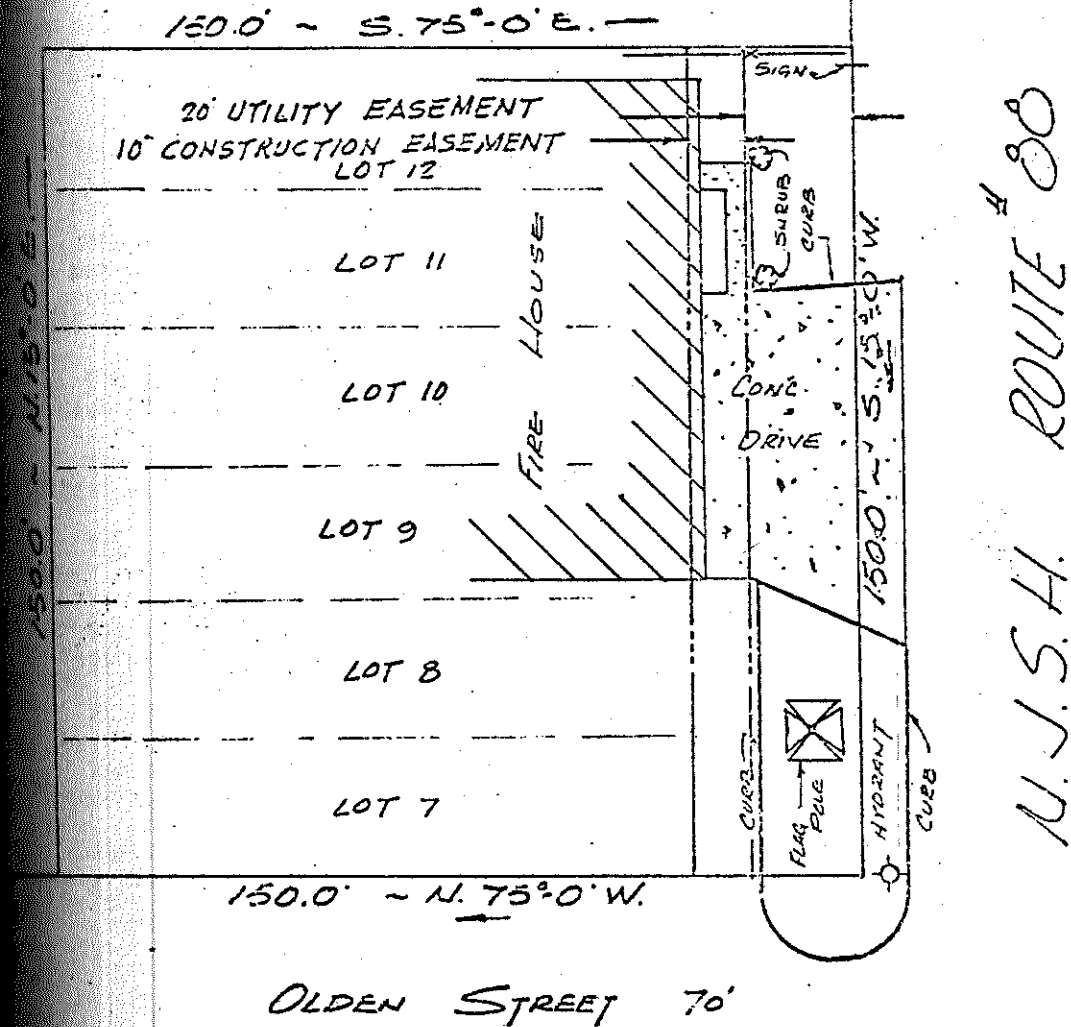
BOOK 3447 PAGE 312

150.0' ~ 11.15' 0.5' ~

0.

Lot 29
SCHEDULE B

BOOK 3447 PAGE 313



UTILITY EASEMENT
LOTS 7-12 BLOCK 847-A
OWNER: LAURELTON FIRE CO.
Parcels 134300

George W. Henn
GEORGE W. HENN, P.E. & L.S.
LICENSE NO. 5323

N.J.S.H. ROUTE #88

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SCHEDULE C

The 8-inch thick concrete apron with reinforcement rods to the nearest expansion joint to the curbing around the Maltese cross must be repaired in accordance with New Jersey Department of Transportation's specifications.

The Maltese cross and flag pole must be repaired if it is disturbed during construction.

The sign must be restored to its existing condition if it is disturbed during construction.

The sidewalk to the bingo hall must be completely restored.

The underground wiring and the existing sprinkler system must be restored.

Existing shrubs and sod must be replaced or restored.

The existing water service system must be restored to its existing condition.

Any damage to the building or fire equipment must be immediately repaired.

009173

RECORDED
OCEAN CITY CLERK'S

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BOOK 3447 PAGE 316
O.C. Clerk
Exhibit 1347

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