



Monmouth County Document Summary Sheet

MONMOUTH COUNTY CLERK PO BOX 1251 MARKET YARD FREEHOLD NJ 07728	Transaction Identification Number 6709746 8173665	
	Recorded Document to be Returned by Submitter to: TRIDENT ABSTRACT TITLE AGENCY, LLC 1340 CAMPUS PKWY WALL TOWNSHIP, NJ 07753	
Official Use Only	Submission Date (mm/dd/yyyy) 06/20/2023	
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	Recording Fee (excluding transfer tax) \$110.00	
	Realty Transfer Tax \$0.00	
	Total Amount \$110.00	
	Document Type DEED-EASEMENT	
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	Municipal Codes HOWELE 2102	
		1432662

CHRISTINE GIORDANO HANLON
 COUNTY CLERK
 MONMOUTH COUNTY, NJ

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COUNTY RECORDING FEES \$110.00
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Additional Information (Official Use Only)

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Monmouth County Document Summary Sheet

DEED-EASEMENT	Type	DEED-EASEMENT				
	Consideration	\$30,000.00				
	Submitted By	TRIDENT ABSTRACT TITLE AGENCY, LLC (CSC/INGEO SYSTEMS INC)				
	Document Date	06/09/2023				
	Reference Info					
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date	
	GRANTOR	Name			Address	
		CEV HOLDINGS LLC				
	GRANTEE	Name			Address	
		AAVRHW PROPERTY LLC				
	Parcel Info					
	Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality
		21	41	14.03		2102

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ROADWAY AND DEDICATION EASEMENT

THIS INDENTURE (this "Instrument"), dated as of June 9, 2023;

BETWEEN: CEV HOLDING, LLC, a New Jersey limited liability company, having an address of 286 Victory Road, Howell, New Jersey 07726 (hereinafter referred to as "**Grantor**"),

AND AAVRHW PROPERTY LLC, a New Jersey limited liability company, with an address of 250 West Nyack Rd, Suite 104D, West Nyack NY 10994 (hereinafter referred to as "**Grantee**").

WITNESSETH:

Grantor is the owner in fee of certain real property situate in the Township of Howell, County of Monmouth, and State of New Jersey, being known as Lot 14.03 in Block 41 (the "Grantor Property").

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

The Grantor, in consideration of the sum of THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00), 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 perpetual and exclusive easement and uninterrupted and unobstructed right-of-way and easement (collectively, the "Easement"), under, through, across, and over a portion of the Grantor Property, which easement area (the "Easement Area") is more particularly described on Schedule A which is attached hereto and made a part hereof, as though set forth at length, which Easement is granted for the benefit of Grantee, the Township of Howell, the County of Monmouth, and their respective successors, assigns, tenants, employees, owners, lenders, consultants, contractors, engineers, invitees (the "Grantee Parties") and the Grantee Property, for the purpose of (i) installing, laying, connecting to, operating, maintaining, inspecting, upgrading, removing, repairing, replacing, relaying, relocating, and adding to from time to time, roadway improvements, above ground and underground utility improvements and other related improvements within the Easement Area, including without limitation lines, pipes, conduits, fixtures, facilities, and other improvements or connections necessary or required for roadway improvements, cable, telephone, electricity, sewer, and/or potable water service and (ii) dedicating the Easement and Easement Area to the Township of Howell and/or the County of Monmouth.

Together with the right of the Grantee Parties 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, replacing, renewing, adding or for doing anything necessary, useful or convenient, for the enjoyment of the Easement herein granted, and with prior reasonable notice to Grantor, except in the case of an emergency. The purpose of the Easement is to enlarge the existing right-of-way and enable improvements to the existing intersection of Victory Road and Lakewood-Farmingdale Road to enable tractor trailer trucks to make right turns from Victory Road onto Lakewood-Farmingdale Road.

To have and to hold the above granted Easement unto the said Grantee, its successors and assigns, and the Grantee Property, forever.

This Instrument shall be deemed to run with the land and shall not be severed from the land benefitted by same. Grantor shall not make any modifications to the Grantor Property which would

in any way prevent, obstruct, or hinder access by Grantee from and to the Easement Area for either access and use or any construction, maintenance, repair, or replacement activities or for doing anything necessary, useful or convenient, for the enjoyment of the Easement herein granted, as the case may be. Grantee shall be responsible for the maintenance and repair of the Easement Area.

All construction, maintenance, repair or replacement by Grantee in the Easement Area shall be done in a good and workmanlike manner without materially diminishing or interfering with access by Grantor to the Grantor Property outside of the boundaries of the Easement Area and in accordance with all legal requirements.

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

1. That the said Grantor is seized of the said Easement and has good right to convey the same.
2. That the Grantee shall quietly enjoy the said Easement.
3. The Grantee shall have quiet possession of the Easement free from all encumbrances.
4. The Grantor will execute such further assurances of the said lands as may be requisite by Grantee to correct any title defect.
5. The Grantor will warrant generally the Easement hereby conveyed.

In the event that any term or provision of this Instrument is determined to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions of this Instrument and this Instrument shall be otherwise enforceable against and binding upon all parties hereto as if the offending provisions were not included.

This writing constitutes the entire agreement between the parties hereto, and no agent, representative, or officer of any of the parties hereto has authority to make any statement, agreement, or representation, oral or written, modifying, adding to, or changing the terms and conditions of this Instrument. No modification of this Instrument shall be binding unless such modification shall be in writing and signed by all the parties hereto.

This Instrument shall be governed, interpreted and enforced pursuant to the laws of the State of New Jersey. Venue for any lawsuit arising out of this Instrument shall be in the County of Monmouth.

The terms, provisions and covenants contained in this Instrument shall be binding upon each party's heirs, successors and assigns, and any person or entity which at any time in the future will become an owner or tenant of the parties, and shall run with the land in perpetuity.

The Easement Area shall be adjusted if required by the Township of Howell and/or the County of Monmouth to achieve the purposes of this Easement. In the event Grantee requires that Grantor re-execute and deliver a revised Easement Instrument and any forms ancillary thereto in order for same to be revised in accordance with any requirements of the Township of Howell or the County of Monmouth, Grantor shall promptly cooperate with Grantee's request. Grantor and Grantee shall cooperate and execute any necessary forms to enable the Easement Area to be dedicated to the Township of Howell and/or the County of Monmouth. Once the Easement Area is dedicated and

accepted by the Township of Howell and/or the County of Monmouth, this Easement shall automatically extinguish.

In the event of a breach of any of the covenants or agreements set forth in this Instrument, in addition to any specific remedies set forth herein, the non-breaching party shall be entitled to any and all remedies available at law or in equity, including but not limited to the equitable remedy of specific performance; provided however that damages shall be limited to actual, direct damages, but not special, consequential, incidental, indirect, or punitive damages. The breaching party shall be responsible for the non-breaching parties' reasonable costs and attorney's fees incurred in enforcing the terms and provisions of this Instrument.

[remainder of page intentionally left blank; signatures appear on next page]

Not Certified Copy

IN WITNESS WHEREOF, the Grantor and Grantee herein have each hereunto executed this Instrument the day and year first above written.

GRANTOR:

CEV HOLDINGS, LLC

WITNESS:

Ben Schorr

BEN Schorr

Edward Vorrasi

EDWARD VORRASI, MEMBER

ACKNOWLEDGMENTS

STATE OF NEW JERSEY :

:ss.

COUNTY OF MONMOUTH:

EDWARD VORRASI

I certify that on *June 9*, 2023, _____ personally came before me and stated to my satisfaction that (i) he is the authorized signatory of CEV HOLDINGS, LLC, named as Grantor in this Instrument, (ii) he signed and delivered this Instrument on behalf of Grantor as the voluntary act and deed of Grantor, made in accordance with the governing documents of CEV HOLDINGS, LLC, and (iii) the full and actual consideration paid or to be paid for the conveyance described in this Instrument is \$30,000.00 (such consideration is defined in N.J.S.A 46:15-5).

Zachary Goldman
(Notary Public)

Zachary Goldman, Esq.

New Jersey Attorney ID: 210662016

ATTORNEY AT LAW
STATE OF NEW JERSEY

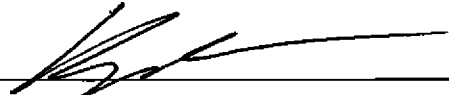
[remainder of page intentionally left blank; signatures continue on next page]

Not Certified Copy

GRANTEE:

WITNESS:

AAVRHW PROPERTY, LLC



Ben Schoor

By: 

Name: Seth Gersberg
Title: Member

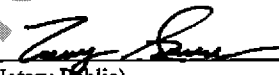
ACKNOWLEDGMENTS

STATE OF NEW JERSEY :

:ss.

COUNTY OF MONMOUTH:

I certify that on June 9, 2023, Seth Gersberg personally came before me and stated to my satisfaction that (i) he is the authorized signatory of **AAVRHW PROPERTY LLC**, named as Grantee in this Instrument, (ii) he signed and delivered this Instrument on behalf of Grantee as the voluntary act and deed of Grantee, made in accordance with the governing documents of **AAVRHW PROPERTY LLC**, and (iii) the full and actual consideration paid or to be paid for the conveyance described in this Instrument is \$30,000.00 (such consideration is defined in N.J.S.A 46:15-5).

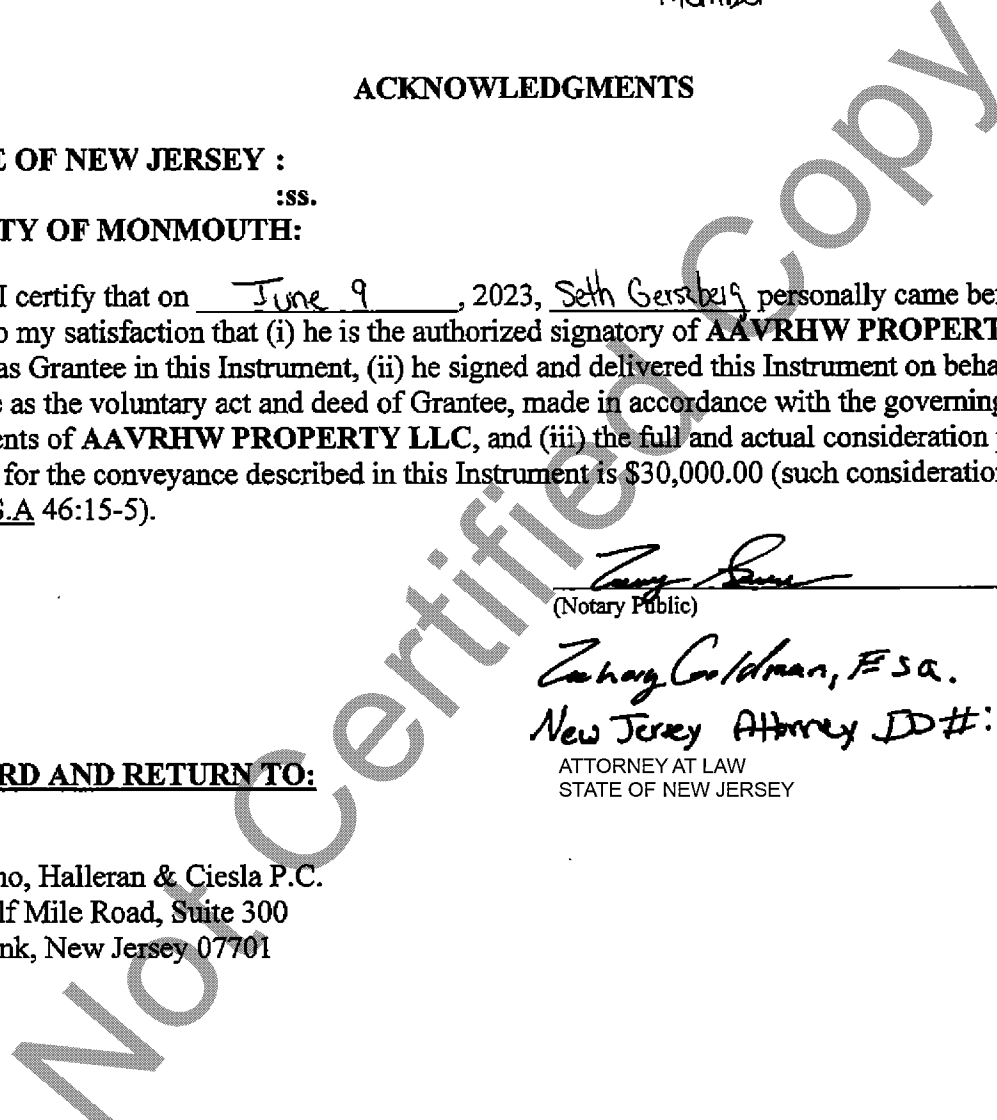


(Notary Public)

Zachary Goldman, F.S.A.
New Jersey Attorney ID#: 210662016
ATTORNEY AT LAW
STATE OF NEW JERSEY

RECORD AND RETURN TO:

Giordano, Halleran & Ciesla P.C.
125 Half Mile Road, Suite 300
Red Bank, New Jersey 07701



SCHEDULE A TO EASEMENT

DEPICTION AND LEGAL DESCRIPTION OF EASEMENT AREA

LANGAN

Technical Excellence
Practical Experience
Client Responsiveness

7 June 2023
130192401

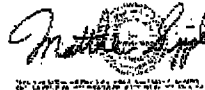
**WRITTEN DESCRIPTION
PROPOSED RIGHT OF WAY EASEMENT
IN FAVOR OF THE TOWNSHIP OF HOWELL
OVER A PORTION OF BLOCK No. 41, LOT No. 14.03
TOWNSHIP OF HOWELL
MONMOUTH COUNTY, NEW JERSEY**

Beginning at a point where the northwesterly line of Lakewood-Farmingdale Road, (Ack.A. Monmouth County Route 547, 61.5 foot wide right of way per tax map, 33 foot wide per Road Book D, Page 119), is intersected by the southerly line of Victory Road, 150 foot wide right of way per tax map, and from said **Point of Beginning** running thence

1. Along said northwesterly line of Lakewood-Farmingdale Road, South 34°22'18" West, a distance of 150.79 feet to a point; thence
2. Along a line through Block 41, Lot 14.03, lands now or formerly CEV Holdings, LLC set forth in Deed Book 9328, Page 1304, North 20°18'02" East, a distance of 23.65 feet to a point of curvature; thence
3. Continuing through the same along a curve to the left having a radius of 25.00 feet, an arc length of 44.27 feet, a central angle of 101°27'30", a chord bearing North 30°25'43" West, and a chord distance of 35.71 feet to a point of non-tangency on the aforementioned southerly line of Victory Road; thence
4. Along the aforementioned southerly line of Victory Road, North 83°52'15" East, a distance of 74.40 feet to the Point of Beginning.

Enccompassing an area of 2,690 square feet or 0.062 acres, more or less.

This description is prepared in accordance with an exhibit entitled "Easement Exhibit, Block 41, Lot 14.03, NF CEV Holdings, LLC, DB 9328 PG 1304, Acuvé Holdings, LLC, Roadway Improvements, Howell Township, Monmouth County, New Jersey" prepared by Langan Engineering and Environmental Services, Inc., dated May 31, 2023, Drawing No. 1.

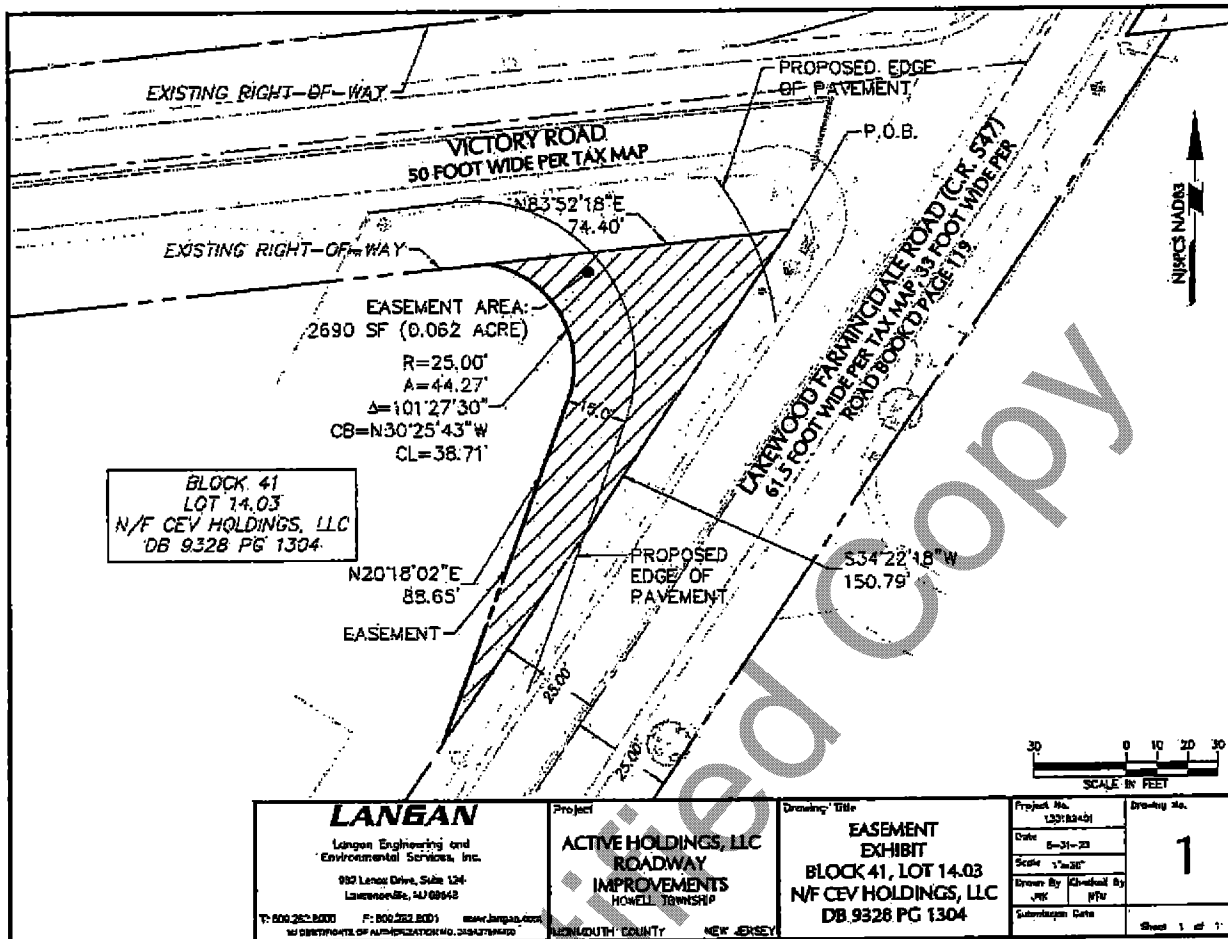


Digitally signed by Matthew G Sipple
Date: 2023.06.08 16:33:27-0400

Matthew G. Sipple
Professional Land Surveyor
New Jersey License No. 24G30-4332100

NJ Certificate of Authorization No. 24G-27998100

NOT FOR CONSTRUCTION OR RECORDING PURPOSES





Docs #6286143-v1

Not Certified Copy

GRANTEE:

WITNESS:


Ben Schoor.

By: 
Name: Seth Gersberg
Title: member

ACKNOWLEDGMENTS

STATE OF NEW JERSEY :

:ss.

COUNTY OF MONMOUTH:

I certify that on June 9, 2023, Seth Gersberg personally came before me and stated to my satisfaction that (i) he is the authorized signatory of **AAVRHW PROPERTY LLC**, named as Grantee in this Instrument, (ii) he signed and delivered this Instrument on behalf of Grantee as the voluntary act and deed of Grantee, made in accordance with the governing documents of **AAVRHW PROPERTY LLC**, and (iii) the full and actual consideration paid or to be paid for the conveyance described in this Instrument is \$30,000.00 (such consideration is defined in N.J.S.A 46:15-5).


(Notary Public)

Zachary Goldman, Esq.

New Jersey Attorney ID: 210662016

RECORD AND RETURN TO:

Giordano, Halleran & Ciesla P.C.
125 Half Mile Road, Suite 300
Red Bank, New Jersey 07701

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