

COUNTY OF HUNTERDON
CONSIDERATION 166,409.35
REALTY TRANSFER FEE 2
DATE 6/27/97 BY [Signature]

BOOK 1168 PAGE 0691

DEED OF EASEMENT

STATE OF NEW JERSEY
AGRICULTURE RETENTION AND DEVELOPMENT PROGRAM

This Deed is made June 25, 19 97.

BETWEEN John T. Delaney, Jr. and Margaret M. Delaney, his wife
Whose address is 10 Case Lane, Asbury, New Jersey 08802 and
is referred to as the Grantor;

AND The County of Hunterdon, a body politic and corporate of New Jersey,
Whose address is 1 East Main Street, Flemington, New Jersey 08822 and
is referred to as the Grantee and/or Board.

The Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns grants and conveys to the Grantee a development easement and all of the nonagricultural development rights and credits on the Premises, located in the Townships of Union and Bethlehem County of Hunterdon described in the attached Schedule A, incorporated by reference in this Deed of Easement, for and in consideration of the sum of ~~\$170,385.00~~ * \$166,409.35 Dollars. Any reference in this Deed of Easement to "Premises" refers to the property described in Schedule-A.

The tax map reference for the Premises is:
 Townships of Union and Bethlehem

Block(s) 1 / 8 Lot(s) 12 / 20

WHEREAS, the legislature of the State of New Jersey has declared that the development of agriculture and the retention of farmlands are important to the present and future economy of the State and the welfare of the citizens of the State; and

WHEREAS, the Grantor is the sole and exclusive owner of the Premises; and

WHEREAS, the Grantee believes that the retention and preservation of agricultural lands is beneficial to the public health, safety and welfare of the citizens of Hunterdon County;

NOW THEREFORE, THE GRANTOR, GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL OR LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS PROMISES that the Premises will be owned, used and conveyed subject to, and not in violation of the following restrictions:

1. Any development of the Premises for nonagricultural purposes is expressly prohibited.
2. The Premises shall be retained for agricultural use and production in compliance with N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, and all other rules promulgated by the State Agriculture Development Committee, (hereinafter Committee). Agricultural use shall mean the use of the Premises for common farmsite activities including, but not limited to: production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grading.

Prepared by: [Signature]
Donald J. Einhorn
Print name and title

1995 Round
(Federal Funding)

J.T.D. M.D.

101577

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Schedule A

Municipality: Union Township Block: 1 Lot: 12
 Bethlehem Township Block: 8 Lot: 20
 County: Hunterdon
 Project Name: Map of Land for John T. Delaney, Jr.
 Date: March 22, 1996
 Street Address: R.R. 1 Box 408, Pattenburg Road
 Asbury, New Jersey 08802

All that certain tract or parcel of land located at R.R. 1, Box 408, Pattenburg Road, Asbury, New Jersey 08802 in the Township of Union and Township of Bethlehem, County of Hunterdon, New Jersey, bounded and described as follows:

Beginning at an iron pin set for a corner, formerly known as the LM corner, as recorded in Deed Book 543, Page 469 and Deed Book 284, Page 569, filed in the Hunterdon County Clerk's Office said point being the termination of Course #2 as called out in Deed Book 1098, Page 839 in the conveyance of land of Joseph Najman, Jr. to Suzanne Butler, Lot 4, said beginning point having New Jersey State Plane Coordinates of N 655187.025, E 1897657.536 (1927 datum); and running thence (1) along said Butler, South 45°57'00" West, a distance of four hundred sixty-two feet (462.00') to an iron pin set for a corner in line of the same, corner to land of John Bartik, Lot 2, said pin having New Jersey State Plane Coordinates (1927) of North 654,865.803 and East 1,897,325.481; thence (2) along said Bartik, North 49°07'07" West, a distance of four hundred thirty and ninety-eight one-hundredths feet (430.98') to a cross cut on an old stone found for a corner to the same, corner to land of Paula Stria, Lot 1; thence (3) passing over a concrete monument found on line, four hundred twenty-four and thirty one-hundredths feet (424.30') from the termination of this course, said monument marking the township boundary line between Union and Bethlehem Townships, along said Stria, Lot 1, into Bethlehem Township and along land of Edith Komarek, Lot 19, North 35°10'30" West, a distance of one thousand four hundred twenty-three and ninety-seven one-hundredths feet (1,423.97') to an old iron pipe found for a corner to said Komarek, said pipe having the aforementioned State Plane Coordinates of North 656,311.827 and East 1,896,179.322;

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thence (4) still along Komarek, North $66^{\circ}08'57''$ East, a distance of two hundred seventy-four and fifty-four one-hundredths feet (274.54') to an old iron pipe found for a corner to the same, corner to land of Pacesetter/Bellwood, Inc., Lot 12; thence (5) along said Pacesetter/Bellwood, Inc., passing southerly five and forty-two one-hundredths feet (5.42') of an iron pipe found at eight hundred ninety-four and thirteen one-hundredths feet (894.13') from the beginning of this course, North $67^{\circ}36'55''$ East, a distance of two thousand two hundred sixty-five and thirteen one-hundredths feet (2,265.13') to an iron pin set for a corner in line of the same, corner to land of Richard Ravenburg, Lot 21, said pin being located South $67^{\circ}36'55''$ West, a distance of three hundred fifty-five and sixty-one one-hundredths feet (355.61') from an iron pin found in the Bellwood Park Road, said point marking the southeasterly corner to said Lot 12; thence (6) crossing back into Union Township, two hundred two and three one-hundredths feet (202.03') from the beginning of this course, along said Ravenburg, Lot 21 in Bethlehem Township and Lot 13 in Union Township, and passing nine and seventy-seven one-hundredths feet (9.77') easterly of an iron pipe found at a fence intersection seventeen and fifty-five one-hundredths feet (17.55') from the beginning of this course, South $19^{\circ}04'48''$ East, a distance of seven hundred fifty-three and thirty-one one-hundredths feet (753.31') to an iron pin set for a corner to the same; thence (7) along the same, South $39^{\circ}15'48''$ East, a distance of one hundred two and fifty one-hundredths feet (102.50') to an old iron pipe found for a corner to the same, having the aforementioned State Plane Coordinates of North 656,494.162 and East 1,898,835.970; thence (8) along the same, North $71^{\circ}26'12''$ East, a distance of two hundred eighty-five and fifty one-hundredths feet (285.50') to an iron pin set for a corner to the same; thence (9) along the same, South $76^{\circ}45'48''$ East, a distance of four hundred forty-one feet (441.00') to an iron pin set for a corner to the same; thence (10) still along the same, South $87^{\circ}39'48''$ East, a distance of one hundred three and fifty one-hundredths feet (103.50') to an old iron pipe found for a corner to the same; thence (11) still along the same, South $79^{\circ}12'48''$ East, a distance of four hundred feet (400.00') to an iron pin set for a corner to the same on the northerly side of a creek, said pin having the aforementioned

State Plane Coordinates of North 656,404.990 and East 1,900,032.253; thence (12) North 79°48'24" East, a distance of ten and seventy-eight one-hundredths feet (10.78') to a point marking the termination of course #11 and the beginning of Course #12 as recorded in Deed Book 543, Page 469 and thence the following (29) courses along lands of Kenneth Ravenburg, Lot 11, Dennis Wene, Lot 10, other land of Dennis Wene, Lot 10.01, Joe Piazza, Lot 9, Catherine Hockenbury, Lot 8, Earl Turpin, Lot 7, Richard Hamilton, Lot 5, and the aforementioned Suzanne Butler, Lot 4, said courses terminating on the northerly and southerly and sometimes in the aforementioned creek running along the rear of Lots 4, 5, 7, 8, 9, 10.01, 10 and 11: (13) South 39°33'54" East, a distance of fifty-one and forty-eight one-hundredths feet (51.48'); thence (14) South 19°41'06" West, a distance of ninety-three and seventy-two one-hundredths feet (93.72'); thence (15) South 68°11'06" West, a distance of fifty-one and forty-eight one-hundredths feet (51.48'); thence (16) South 14°11'06" West, a distance of sixty-six feet (66.00'); thence (17) South 33°56'06" West, a distance of eighty-nine and seventy-six one-hundredths feet (89.76'); thence (18) South 65°11'06" West, a distance of ninety-three and six one-hundredths feet (93.06'); thence (19) South 16°26'06" West, a distance of eighty-three and eighty-two one-hundredths feet (83.82'); thence (20) South 13°41'06" West, a distance of one hundred thirty-nine and ninety-two one-hundredths feet (139.92'); thence (21) South 46°11'06" West, a distance of one hundred five and sixty one-hundredths feet (105.60'); thence (22) South 59°11'06" West, a distance of ninety-three and six one-hundredths feet (93.06'); thence (23) South 03°41'06" West, a distance of fifty-three and forty-six one-hundredths feet (53.46'); thence (24) South 43°11'06" West, a distance of one hundred seventy and ninety-four one-hundredths feet (170.94'); thence (25) South 64°11'06" West, a distance of one hundred forty-six and fifty-two one-hundredths feet (146.52'); thence (26) South 74°11'06" West, a distance of one hundred sixteen and sixteen one-hundredths feet (116.16'); thence (27) South 55°41'06" West, a distance of one hundred nine and fifty-six one-hundredths feet (109.56'); thence (28) South 74°41'06" West, a distance of one hundred twenty-six and seventy-two one-hundredths feet (126.72'); thence (29) South 39°11'06" West, a distance of

one hundred forty-nine and eighty-two one-hundredths feet (149.82'); thence (30) North 86°48'54" West, a distance of eighty-nine and seventy-six one-hundredths feet (89.76'); thence (31) South 80°41'06" West, a distance of two hundred forty and twenty-four one-hundredths feet (240.24'); thence (32) North 82°18'54" West, a distance of one hundred eight and ninety one-hundredths feet (108.90'); thence (33) North 42°48'54" West, a distance of forty-four and eighty-eight one-hundredths feet (44.88'); thence (34) South 85°11'06" West, a distance of eighty-nine and ten one-hundredths feet (89.10'); thence (35) South 73°41'06" West, a distance of one hundred twenty-four and seventy-four one-hundredths feet (124.74'); thence (36) South 81°41'06" West, a distance of one hundred twenty-four and seventy-four one-hundredths feet (124.74'); thence (37) South 31°41'06" West, a distance of thirty and thirty-six one-hundredths feet (30.36'); thence (38) North 52°48'54" West, a distance of sixty-six feet (66.00'); thence (39) North 88°48'54" West, a distance of one hundred sixty-two and thirty-six one-hundredths feet (162.36'); thence (40) South 37°41'06" West, a distance of one hundred ten and eighty-eight one-hundredths feet (110.88'); thence (41) North 78°03'54" West, a distance of two hundred twelve and fifty-two one-hundredths feet (212.52') to the place of beginning and containing a total and net tract acreage of one hundred fourteen and three thousand two hundred forty-nine ten-thousandths acres (114.3249 Ac. - 4,979,991.78 sq. ft.), Union Township, Block 1, Lot 12, ninety-six and four thousand six hundred seventy-two ten-thousandths acres (96.4672 Ac.) and Bethlehem Township, Block 8, Lot 20, seventeen and eight thousand five hundred seventy-seven ten-thousandths acres (17.8577 Ac.), pursuant to a survey of property designated as Block 1, Lot 12, Sheet 1 of the Municipal Township Tax Map of Union and Block 8, Lot 20, Sheet 3 of the Municipal Tax Map of Bethlehem, said survey prepared by Bohren and Bohren Engineering Associates, Inc., Liberty Court - Suite 800, 260 Highway 202-31, Flemington, New Jersey, dated March 22, 1996, and marked as File No. UN.T.-1-12, Beth.T.-8-20.

All bearings herein refer to the New Jersey State Plane Coordinate System, dated 1927.

Subject to a right-of-way grant to New Jersey Power and Light Company as recorded in Deed Book 613, Page 567.

Subject to any and all easements of record.

7/30/96 
Date William U. Bohren, II
Land Surveyor
New Jersey License #19001

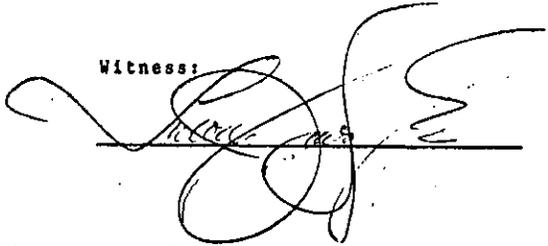
DMN/eal
3/22/96
Revised 7/30/96

Being the same lands and premises conveyed to John T. Delaney, Jr. and Margaret M. Delaney, his wife, by Deed from Edward Geschwind, unmarried, dated October 19, 1954, recorded in the Hunterdon County Clerk's Office on October 19, 1954 in Deed Book 543, page 469.

SCHEDULE B

Grantor certifies that at the time of the application to sell the development easement to the Grantee and at the time of the Execution of this Deed, no non-agricultural uses exist on the property.

Witness:



John T. Delaney, Jr.
John T. Delaney, Jr.

Dated:

Jan 25, 1997

Margaret M. Delaney
Margaret M. Delaney

3. Grantor certifies that at the time of the application to sell the development easement to the Grantee the following nonagricultural uses indicated on attached Schedule (B) existed on the Premises. All other nonagricultural uses are prohibited except as expressly provided in this Deed of Easement.

4. All nonagricultural uses, if any, existing on the Premises at the time of the landowner's application to the Grantee as set forth in Section 3 above may be continued and any structure may be restored or repaired in the event of partial destruction thereof, subject to the following:

- i. No new structures or the expansion of pre-existing structures for nonagricultural use are permitted;
- ii. No change in the pre-existing nonagricultural use is permitted;
- iii. No expansion of the pre-existing nonagricultural use is permitted; and
- iv. In the event that the Grantor abandons the pre-existing nonagricultural use, the right of the Grantor to continue the use is extinguished.

5. No sand, gravel, loam, rock, or other minerals shall be deposited on or removed from the Premises excepting only those materials required for the agricultural purpose for which the land is being used. Grantor retains and reserves all oil, gas, and other mineral rights in the land underlying the Premises, provided that any prospective drilling and/or mining will be done by slant from adjacent property or in any other manner which will not materially affect the agricultural operation.

6. No dumping or placing of trash or waste material shall be permitted on the Premises unless expressly recommended by the Committee as an agricultural management practice.

7. No activity shall be permitted on the Premises which would be detrimental to drainage, flood control, water conservation, erosion control, or soil conservation, nor shall any other activity be permitted which would be detrimental to the continued agricultural use of the Premises.

- i. Grantor shall obtain within one year of the date of this Deed of Easement, a farm conservation plan approved by the local soil conservation district.
- ii. Grantor's long term objectives shall conform with the provisions of the farm conservation plan.

8. Grantee and Committee and their agents shall be permitted access to, and to enter upon, the Premises at all reasonable times, but solely for the purpose of inspection in order to enforce and assure compliance with the terms and conditions of this Deed of Easement. Grantee agrees to give Grantor, at least 24 hours advance notice of its intention to enter the Premises, and further, to limit such times of entry to the daylight hours on regular business days of the week.

9. Grantor may use the Premises to derive income from certain recreational activities such as hunting, fishing, cross country skiing and ecological tours, only if such activities do not interfere with the actual use of the land for agricultural production and that the activities only utilize the Premises in its existing condition. Other recreational activities from which income is derived and which alter the Premises, such as golf courses and athletic fields, are prohibited.

L. D. M. D.

10. Nothing shall be construed to convey a right to the public of access to or use of the Premises except as stated in this Deed of Easement or as otherwise provided by law.

11. Nothing shall impose upon the Grantor any duty to maintain the Premises in any particular state, or condition, except as provided for in this Deed of Easement.

12. Nothing in this Deed of Easement shall be deemed to restrict the right of Grantor, to maintain all roads and trails existing upon the Premises as of the date of this Deed of Easement. Grantor shall be permitted to construct, improve or reconstruct any roadway necessary to service crops, bogs, agricultural buildings, or reservoirs as may be necessary.

13. At the time of this conveyance, Grantor has (1) existing single family residential buildings on the Premises and (9) residential buildings used for agricultural labor purposes. Grantor may use, maintain, and improve existing buildings on the Premises for agricultural, residential and recreational uses subject to the following conditions:

- i. Improvements to agricultural buildings shall be consistent with agricultural uses;
- ii. Improvements to residential buildings shall be consistent with agricultural or single and extended family residential uses. Improvements to residential buildings for the purpose of housing agricultural labor are permitted only if the housed agricultural labor is employed on the Premises; and
- iii. Improvements to recreational buildings shall be consistent with agricultural or recreational uses.

14. Grantor may construct any new buildings for agricultural purposes. The construction of any new buildings for residential use, regardless of its purpose, shall be prohibited except as follows:

- i. To provide structures for housing of agricultural labor employed on the Premises but only with the approval of the Grantee and the Committee. If Grantee and the Committee grant approval for the construction of agricultural labor housing, such housing shall not be used as a residence for Grantor, Grantor's spouse, Grantor's parents, Grantor's lineal descendants, adopted or natural, Grantor's spouse's parents, Grantor's spouse's lineal descendants, adopted or natural; and
- ii. To construct a single family residential building anywhere on the Premises in order to replace any single family residential building in existence at the time of conveyance of this Deed of Easement but only with the approval of the Grantee and Committee.

~~iii. Residual dwelling site opportunity(ies) have been allocated to the Premises pursuant to the provisions of N.J.A.C. 2:76-6.17, Residual Dwelling Site Opportunity. The Grantor's request to exercise a residual dwelling site opportunity shall comply with the rules promulgated by the Committee in effect at the time the request is initiated.~~

~~In the event a subdivision of the Premises occurs in compliance with deed restriction No. 15 below, the Grantor shall prepare or cause to be prepared a Corrective Deed of Easement reflecting the reallocation of the residual dwelling site opportunities to the respective subdivided lots. The Corrective Deed shall be recorded with the County Clerk. A copy of the recorded Corrective Deed shall be provided to the Grantee and Committee.~~

*J.D.
M.D.*

*J.D.
M.D.*

~~In the event a residual dwelling site opportunity has been approved by the Grantee, the Grantor shall prepare or cause to be prepared a Corrective Deed of Easement at the time of Grantee's approval. The Corrective Deed shall reflect the reduction of residual dwelling site opportunities allocated to the Premises. The Corrective Deed shall be recorded with the County Clerk. A copy of the recorded Corrective Deed shall be provided to the Grantee and Committee.~~

11. No residual dwelling site opportunities have been allocated pursuant to the provisions of N.J.A.C. 2:76-6.17. No residential buildings are permitted on the Premises except as provided in this Deed of Easement.

~~For the purpose of this Deed of Easement, a "residual dwelling site" means the location of the residential unit and other appurtenant structures.~~

~~For the purpose of this Deed of Easement, "residential unit" means the residential building to be used for single family residential housing and its appurtenant uses. The construction and use of the residential unit shall be for agricultural purposes.~~

15. The land and its buildings which are affected may be sold collectively or individually for continued agricultural use as defined in Section 2 of this Deed of Easement. However, no subdivision of the land shall be permitted without the joint approval in writing of the Grantee and the Committee. In order for the Grantor to receive approval, the Grantee and Committee must find that the subdivision shall be for an agricultural purpose and result in agriculturally viable parcels. Subdivision means any division of the Premises, for any purpose, subsequent to the effective date of this Deed of Easement.

16. In the event of any violation of the terms and conditions of this Deed of Easement, Grantee or the Committee may institute, in the name of the State of New Jersey, any proceedings to enforce these terms and conditions including the institution of suit to enjoin such violations and to require restoration of the Premises to its prior condition. Grantee or the Committee do not waive or forfeit the right to take any other legal action necessary to insure compliance with the terms, conditions, and purpose of this Deed of Easement by a prior failure to act.

17. This Deed of Easement imposes no obligation or restriction on the Grantor's use of the Premises except as specifically set forth in this Deed of Easement.

18. This Deed of Easement is binding upon the Grantor, the Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns and the Grantee; it shall be construed as a restriction running with the land and shall be binding upon any person to whom title to the Premises is transferred as well as upon the heirs, executors, administrators, personal or legal representatives, successors, and assigns of all such persons.

19. Throughout this Deed of Easement, the singular shall include the plural, and the masculine shall include the feminine, unless the text indicates otherwise.

J.D. M.D.

20. The word 'Grantor' shall mean any and all persons who lawfully succeed to the rights and responsibilities of the Grantor, including but not limited to the Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns.

21. Wherever in this Deed of Easement any party shall be designated or referred to by name or general reference, such designation shall have the same effect as if the words, 'heirs, executors, administrators, personal or legal representatives, successors and assigns' have been inserted after each and every designation.

22. Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns further transfers and conveys to Grantee all of the nonagricultural development rights and development credits appurtenant to the lands and Premises described herein. Nothing contained herein shall preclude the conveyance or retention of said rights by the Grantee as may be permitted by the laws of the State of New Jersey in the future. In the event that the law permits the conveyance of said development rights, Grantee agrees to reimburse the Committee *~~(7.5%)~~ percent of the value of the development rights as determined at the time of the subsequent conveyance.
* 78,50

23. Contingent Right in the United States of America

*L.D.
M.D.*

- i. In the event that the Committee or Grantee fails to enforce any of the terms of this Deed of Easement, as determined in the sole discretion of the Secretary of the United States Department of Agriculture, the said Secretary of Agriculture and his or her successors and assigns shall have the right to enforce the terms of this Deed of Easement through any and all authorities available under Federal or State law.
- ii. In the event that the Committee or Grantee attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests of this easement without the prior consent of the Secretary of the United States Department of Agriculture and payment of consideration to the United States, then, at the option of such Secretary, all right, title and interest in this easement shall become vested in the UNITED STATES OF AMERICA.
- iii. In the event the Governor declares that an eminent domain action instituted by a public body on lands from which a development easement has been acquired is necessary for the public health or safety and that there is no immediately apparent feasible alternative, pursuant to N.J.S.A. 4:1C-25, the consent of the Secretary of the United States Department of Agriculture shall not be unreasonably withheld.

1995 Round

*L.D.
M.D.*

The Grantor signs this Deed of Easement as of the date of the top of the first page. If the Grantor is a corporation, this Deed of Easement is signed and attested to by its proper corporate officers, and its corporate seal, if any, is affixed.

John J. Delaney Jr

(L.S.)

Margaret M. Delaney

(L.S.)

(Corporate Seal)

Secretary
(For use by corporations only)

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF NEW JERSEY, COUNTY OF Hunterdon SS.:

I CERTIFY that on June 25, 19 97,

John J. Delaney Jr and MARGARET M. DELANEY personally came before me and acknowledged under oath, to my satisfaction, this that person (or if more than one, each person):

- (a) is named in and personally signed this DEED OF EASEMENT;
- (b) signed, sealed and delivered this DEED OF EASEMENT as his or her act and deed;
- (c) made this DEED OF EASEMENT for and in consideration of mutual obligations and benefits to each party; and
- (d) the actual and true consideration paid for this instrument is \$ 166,409.35

[Signature]
Print name and title below signature
THOMAS J. [Signature]
ATTY AT LAW DE N

(CORPORATE ACKNOWLEDGMENT)

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I CERTIFY that on _____ 19 __, the subscriber _____, personally appeared before me, who, being by me duly sworn on his or her oath, deposes and makes proof to my satisfaction, that he or she is the Secretary of _____, the Corporation named in the within Instrument; that

_____ is the 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 or her name thereto as attesting witness; and that the full and actual consideration paid to purchase a development easement as evidenced by the DEED OF EASEMENT is \$ _____ and the mutual obligations and benefits contained herein.

Sworn to and subscribed before me, the date aforesaid

Print name and title below signature

(COUNTY AGRICULTURE DEVELOPMENT BOARD) BOOK 1168 PAGE 0703

THE UNDERSIGNED, being Secretary of the Hunterdon County Agriculture Development Board, hereby accepts and approves the foregoing restrictions, benefits and covenants.

ACCEPTED AND APPROVED this 20th day of June, 19 97

Linda B. Weber
Linda B. Weber, Secretary
Hunterdon County Agriculture Development Board

STATE OF NEW JERSEY, COUNTY OF Hunterdon SS.:

I CERTIFY that on June 20, 1997,

Linda B. Weber personally came before me and acknowledged under oath, to my satisfaction that this person: (a) is named in and personally signed this DEED OF EASEMENT, (b) signed, sealed and delivered this DEED OF EASEMENT as the Board's act and deed, and (c) is the Secretary of the Hunterdon County Agriculture Development Board.

Diane M. Snyder
DIANE M. SNYDER
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JULY 31, 2000
Diane M. Snyder, Notary Public of New Jersey

(STATE AGRICULTURE DEVELOPMENT COMMITTEE)

The State Agriculture Development Committee has approved the purchase of the development easement on the Premises pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, and has authorized a grant of ~~76.67%~~ of the purchase price of the development easement to Hunterdon * 78.50 County in the amount of \$ 130,628.50.

Gregory Romano 6/25/97
Gregory Romano, Executive Director Date
State Agriculture Development Committee

STATE OF NEW JERSEY, COUNTY OF Hunterdon SS.:

I CERTIFY that on June 25, 19 97,

Gregory Romano personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed this DEED OF EASEMENT,
- (b) signed, sealed and delivered this DEED OF EASEMENT as the Committee's act and deed, and
- (c) is the Executive Director of the State Agriculture Development Committee.

Marc D. Green
Print name and title below signature
Marc D. Green
Attorney-at-Law
State of New Jersey

s:\fd\nd96\fd93e.wpd
Revised 10/16/96

1995 Round

(HUNTERDON COUNTY BOARD OF CHOSEN FREEHOLDERS)

THE UNDERSIGNED, being the Freeholder Director of the Hunterdon County Board of Chosen Freeholders, hereby accepts and approves the foregoing restrictions, benefits and covenants.

ACCEPTED AND APPROVED this _____ day of _____, 1997.

[Signature]
PAUL C. SAUERLAND, JR., FREEHOLDER DIRECTOR
Hunterdon County Board of Chosen Freeholders

STATE OF NEW JERSEY, COUNTY OF HUNTERDON SS:

I CERTIFY that on *1/13/97*, 1997, Paul C. Sauerland, Jr., personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed this DEED OF EASEMENT;
- (b) signed, sealed and delivered this DEED OF EASEMENT as the Freeholder Board's act and deed; and
- (c) is the Freeholder Director of the Hunterdon County Board of Chosen Freeholders

[Signature]
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires July 29, 2001

RECORDED

JUN 27 11 05 AM '97

HUNTERDON COUNTY
DORTHY E. TIPOK
CLERK

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION OR
EXEMPTION
(c. 49, P.L. 1968)
or
PARTIAL EXEMPTION
(c. 176, P.L. 1975)

BOOK 1168 PAGE 0705

To Be Recorded With Deed Pursuant to c. 49, P.L. 1968, as amended by c. 225, P.L. 1985 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY
COUNTY OF HUNTERDON SS.

FOR RECORDER'S USE ONLY
Consideration \$ 166,409.35
Realty Transfer Fee \$ 8
Date 6/27/97 By JTD

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side.)

Deponent, JOHN T. DELANEY, JR., being duly sworn according to law upon his/her oath
(Name)

deposes and says that he/she is the Grantor
(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

in a deed dated June 25, 1997, transferring real property identified as Block No. 1, lot 12, Union
Block 8, Township and
Lot No. 20 located at Bethlehem Township, Hunterdon County
(Street Address, Municipality, County)

and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 166,409.35

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by c.49, P.L. 1968, for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

(b) The Grantee is the County of Hunterdon, a political subdivision of the

State of New Jersey

(4) PARTIAL EXEMPTION FROM FEE NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by c. 176, P. L. 1975 for the following reason(s):

a) SENIOR CITIZEN (See Instruction #8.)

- Grantor(s) 62 yrs. of age or over. * Owned and occupied by grantor(s) at time of sale.
- One or two-family residential premises. No joint owners other than spouse or other qualified exempt owners.

b) BLIND (See Instruction #8.)

- Grantor(s) legally blind. * Owned and occupied by grantor(s) at time of sale.
- One or two-family residential premises. No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8.)

- Grantor(s) permanently and totally disabled. * Owned and occupied by grantor(s) at time of sale.
- One- or two-family residential premises. Not gainfully employed.
- Receiving disability payments. No joint owners other than spouse or other qualified exempt owners.

* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY.

c) LOW AND MODERATE INCOME HOUSING (See Instruction #8.)

- Affordable According to HUD Standards. Reserved for Occupancy.
- Meets Income Requirements of Region. Subject to Resale Controls.

d) NEW CONSTRUCTION (See Instruction #9.)

- Entirely new improvement. Not previously occupied.
- Not previously used for any purpose.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of c. 49, P.L. 1968.

Subscribed and sworn to before me
this 25th
day of June, 1997

THEODORE J. SAYRE, ESQ.
Attorney-at-Law of N.J.

John T. Delaney, Jr.
Name of Deponent (sign above line)
JOHN T. DELANEY, JR.
Box 408, Pattenburg Road
Address of Deponent
Hunterdon, NJ 08802

John T. Delaney, Jr. and
Name of Grantor (type above line)
Margaret M. Delaney, his wife
same as deponent
Address of Grantor at Time of Sale

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number 101877 County Hunterdon
Deed Number 101877 Book 1168 Page 0705
Deed Date 6/25/97 Date Recorded 6/27/97

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This format is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered without the approval of the Director.

ORIGINAL - White copy to be retained by County.

DUPLICATE - Yellow copy to be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:18 - 8.12).

TRIPLE COPY - Pink copy is your file copy.

END OF DOCUMENT

WHITE AND YELLOW COPIES MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER