



Instr# 8515257
 Recorded/Filed 09/21/2004 11:07
 NF Hunterdon County Clerk
 Bk 2103 Pg 52 #Pg 23 EASE B

Prepared by:

J. Peter Jost, Esq.
 J. Peter Jost, Esq.
 PROJECT: Talka Preserve

DEED OF CONSERVATION EASEMENT

This Deed of Conservation Easement ("Easement"), made this 16th day of September, 2004,

Between **Joel Talka and Kathleen Talka, husband and wife**, ("Grantor"), residing at 86 Perryville Road, Pittstown (Union Township), New Jersey 08867 and the **Township of Union, in the County of Hunterdon**, a municipal corporation and public body politic of the State of New Jersey, having its municipal offices at 140 Perryville Road, Hampton, New Jersey 08827, ("Grantee").

Witnesseth:

Whereas, Grantor is the sole owner in fee simple of Property which consists of 56.2724 +/- acres of land more or less, located in the Township of Union, County of Hunterdon, State of New Jersey known as: **Block 25, Lot 32** on the current tax map of said municipality (the "Property"), more particularly described in a metes and bounds description of the Property attached to and made a part here of as **Schedule A**; and

Whereas, the Property is primarily open land with scenic qualities that can be enjoyed by the general public, namely by providing a public access trail for hiking and horseback riding; and

Whereas, the specific conservation values of the Property are further documented in an inventory of the Property dated August 28, 2004, and attached hereto as **Schedule B** ("Baseline Documentation"), which consists of reports, maps, photographs, and other documentation that the parties agree provide accurate representation of the Property at the time of this grant and which is intended to serve as information baseline for monitoring compliance with the terms of this grant; and

Whereas, Grantor intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

Whereas, this conservation easement is entered into in accordance with the New Jersey Conservation and Historic Preservation Restriction Act (N.J.S.A. 13:8B-1 et seq.) and shall be binding upon the Grantor its successors and assigns and upon the Grantee, its successors and assigns;

NOW THEREFORE, and in consideration of the sum of **Three Hundred Thousand and 00/100 (\$300,000.00) Dollars**, the receipt of which is hereby acknowledged, the Grantor does hereby convey to the Grantee, a conservation easement in perpetuity, pursuant to the laws of New Jersey, for the exclusive purpose of assuring that the open space character of the Property ("Conservation Values") will be conserved and maintained forever and that uses of the Property that are inconsistent with these Conservation Values will be prevented or corrected.

1. **Purpose.** It is the purpose of this Easement to assure that the Property will be retained forever and predominantly in its open space condition and to prevent any use of the Property that will impair or interfere with the Conservation Values of the Property.
2. **Prohibited Acts.** Except for those rights expressly reserved, any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

ut\farmland.psv\talka\currstand.ease



Consulting, Municipal & Environmental Engineers
Planners • Surveyors • Landscape Architects

43A Newburgh Road, Suite 100, Hackettstown, NJ 07840
Tel: 908.684.5500 • Fax: 908.684.5580
www.maserconsulting.com

DESCRIPTION OF PROPERTY
THE TOWNSHIP OF UNION
HUNTERDON COUNTY, NEW JERSEY
MC PROJECT NO. UNT-006

TALKA FARM CONSERVATION EASEMENT

AUGUST 20, 2004

Municipality: Union Township
Block 25, Lot No. 32 (Total Tract Area)

County: Hunterdon

Project Name: Title Survey for the Township of Union

Date: August 18, 2004

Street Address: 86 Perryville Road, Pittstown, New Jersey 08867-0043

TOTAL TRACT AREA (BLOCK 25, LOT NO. 32)

All that certain lot, tract or parcel of land situate, lying and being in the Township of Union, in the County of Hunterdon and the State of New Jersey, and being lands presently of Joel Talka, as referenced on a certain map titled: "Title Survey for The Township of Union Talka Farm Conservation Easement Block 25 Lot No. 32", prepared by Maser Consulting, P.A., dated August, 2004, the same being lands as shown on sheet number 10 of the Official Tax map of the Township of Union and being more particularly bounded and described as follows to wit:

COMMENCING at a concrete monument set at the intersection of the newly proposed easterly line of Perryville Road (41.50' wide right-of-way) with lands of Robert J. Weinschenk (Block 25, Lot No. 33), said concrete monument having New Jersey State Plane Coordinate Grid (NAD 1983) values of N= 648,685.4359'; E= 365,192.3558', and running from said concrete monument on a New Jersey Plane Coordinate System (NAD 1983) tie bearing and distance of N 19° 45' 54" E, 1017.27 feet to the true point-of-beginning for lands as about to be described herein (Block 25, Lot No. 32), said true point-of-beginning additionally having New Jersey State Plane Coordinate Grid (NAD 1983) values of N= 649,642.7767'; E= 365,536.3596' and from said true point-of-beginning and running thence and continuing in the New Jersey State Plane Coordinate Bearing System (NAD 1983)-

Beginning at the remains of a large dead white oak tree found for a common corner to lands as about to be described herein (Block 25, Lot No. 32) as previously set forth in Deed Book 1226, Page No. 512 with land of Segal & Morel Custom Home Builders, L.L.C. (Block 25, Lot No. 30) as shown on a map titled "Final Plat Fox Chase Subdivision Block 25 Lots 28 & 30" previously prepared by Page Engineering Consultants, PC of Warren, New Jersey and recorded in the Hunterdon County Clerk's office as Filed Map #8290751 on September 07, 2000, additionally said point-of-beginning being located in line of lands of The Township of Union (Block 25, Lot No. 31), and running thence-



DESCRIPTION OF PROPERTY
TOWNSHIP OF UNION
HUNTERDON COUNTY, NEW JERSEY
MC PROJECT NO. UNT-006

TALKA FARM CONSERVATION EASEMENT

AUGUST 20, 2004

1. S 76° 45' 16"E, 1329.69 feet along land of Segal & Morel Custom Home Builders, L.L.C. (Block 25, Lot No. 30) to an old iron found for a corner to the same, thence –
2. S 29° 55' 33" E, 739.61 feet continuing along land of Segal & Morel Custom Home Builders, L.L.C. (Block 25, Lot No. 30, Lot No. 8 and Lot No. 7), passing through a 'Stires' capped iron pin found for a common corner to (Block 25, Lot No. 8 and Lot No. 7) located along this line at a distance of 197.96' from the termination of this course, to an old solid iron found for a corner to the same, thence –
3. N 88° 41' 10" E, 488.96 feet continuing along land of Segal & Morel Custom Home Builders, L.L.C. (Block 25, Lot No. 7 and Lot No. 6), passing through a 'Stires' capped iron pin found for a common corner to (Block 25, Lot No. 7 and Lot No. 6) located along this line at a distance of 197.62' from the beginning of this course, additionally passing through a solid iron found corner to (Block 25, Lot No. 6) at a distance of 4.74' from the termination of this course, to a capped rebar set for a corner in line of land of Farm Land L.L.C. (Block 25, Lot No. 35), thence-
4. S 10° 33' 00" E, 506.02 feet along land of Farm Land L.L.C. (Block 25, Lot No. 35), passing through a 1" iron found at a distance of 1.72' from the termination of this course, to a capped rebar set for a corner to the same in line of land of Anita Jane Manzione (Block 25, Lot No. 37.09), thence –
5. N 77° 27' 24" W, 263.34 feet along land of Anita Jane Manzione (Block 25, Lot No. 37.09), to a 1" iron pipe found for a corner to the same, thence-
6. S 87° 17' 16" W, 1949.65 feet along the same, passing through a 1" iron found for a common corner to the same and land of Thomas A. Jamicky (Block 25, Lot No. 37.04) located along this line at a distance of 278.35' from the termination of this course, to a capped rebar set for a corner in line of the same, corner to land of Paul E. Calvert (Block 25, Lot No. 34), thence-
7. N 20° 36' 10" W, 397.09 feet along separate lands of Paul E. Calvert (Block 25, Lot No. 34) and Joseph F. Calvert (Block 25, Lot No. 38) to a old iron found for a corner to the same, thence-
8. S 76° 11' 00" W, 132.93 feet along land of Joseph F. Calvert (Block 25, Lot No. 38) to a capped rebar set for a corner in line of the same, said corner being additionally located on a tie bearing and distance of N 76° 11' 00" E, 58.40 feet from a railroad spike found in range of this course in the public road leading from Cook's Cross Road to Jutland, known locally as Perryville Road, corner also to land of Robert J. Weinschenk (Block 25, Lot No. 33), thence-



DESCRIPTION OF PROPERTY
TOWNSHIP OF UNION
HUNTERDON COUNTY, NEW JERSEY
MC PROJECT NO. UNT-006

TALKA FARM CONSERVATION EASEMENT

AUGUST 20, 2004

9. N 10° 17' 47" W, 171.60 feet along land of Robert J. Weinschenk (Block 25, Lot No. 33), to a capped rebar set for a corner to the same, thence-
10. N 89° 25' 22" W, 113.43 feet along land of Robert J. Weinschenk (Block 25, Lot No. 33), passing through the above referenced concrete monument set along this course wherein the same intersects the newly proposed easterly right-of-way line of the aforementioned Perryville Road at a distance of 28.65' from the termination of this course, to a PK nail and Maser washer set for a corner to the same in or near the center of said Perryville Road, thence-
11. N 13° 42' 44" W, 177.85 feet continuing along a portion and thence leaving the existing travel way of said Perryville Road to a PK nail and Maser washer set for a corner in the paved driveway leading into lands of Joel Talka (Block 25, Lot No. 32) as being described in total herein, said corner also being located 7 feet easterly more or less from the easterly travel way of the same, corner to lands of The Township of Union (Block 25, Lot No. 31), thence-
12. N 30° 38' 13" E, 779.20 feet along lands of The Township of Union (Block 25, Lot No. 31), passing through a PK nail and Maser washer set in said paved driveway leading into lands of Joel Talka (Block 25, Lot No. 32) along this course wherein the same intersects the newly proposed easterly right-of-way line of the aforementioned Perryville Road at a distance of 11.66' from the beginning of this course, to a 'RCBA' capped pin found for a corner to the same, thence-
13. N 08° 51' 12" E, 115.21 feet along the same to the Point and Place of BEGINNING.

CONTAINING 2,451,224.49 square feet± of land or 56.2724 Acres± more or less.

All bearings herein refer to the New Jersey State Plane Coordinate System NAD 1983.

Excepting and reserving from the above described total tract area (Block 25, Lot No. 32) the rights of the public as the same now exists in the use of Perryville Road running along courses numbered 10, 11 and 12 above, area for said Perryville Road being a total combination of that portion of the existing right-of-way area 0.0310 Acre± (1,351.01 square feet±) along with the newly proposed right-of-way area 0.0369 Acre± (1,606.74 square feet±) for the same, being more fully described as follows:

PERRYVILLE ROAD

COMMENCING at a concrete monument set along course number 10 in the above described tract of land, said concrete monument being located in line of land of Robert J. Weinschenk (Block 25, Lot No. 33) wherein the same intersects the newly proposed easterly right-of-way line of the public road leading from Cook's Cross Road to Jutland known as Perryville Road (41.50' wide right-of-



DESCRIPTION OF PROPERTY
TOWNSHIP OF UNION
HUNTERDON COUNTY, NEW JERSEY
MC PROJECT NO. UNT-006

TALKA FARM CONSERVATION EASEMENT

AUGUST 20, 2004

way), said concrete monument having New Jersey State Plane Coordinate Grid (NAD 1983) values of N= 648,685.4359'; E= 365,192.3558', and running thence:

1. **N 89° 25' 22" W, 28.65 feet** along land of Robert J. Weinschenk (Block 25, Lot No. 33) to a PK nail and Maser washer set for a corner to the same in or near the center of said Perryville Road, thence-
2. **N 13° 42' 44" W, 177.85 feet** continuing along a portion and thence leaving the existing travel way of said Perryville Road to a PK nail and Maser washer set for a corner in the paved driveway leading into lands of Joel Talka (Block 25, Lot No. 32) as described in total above, said corner also being located 7 feet easterly more or less from the easterly travel way of the same, corner to lands of The Township of Union (Block 25, Lot No. 31), thence-
3. **N 30° 38' 13" E, 11.66 feet** along lands of The Township of Union (Block 25, Lot No. 31) to a PK nail and Maser washer set in said paved driveway leading into lands of Joel Talka (Block 25, Lot No. 32) wherein the same intersects the newly proposed easterly right-of-way line of the aforementioned Perryville Road, thence-
4. **On a curve to the left, with a Radius of 1608.50 feet, an Arc Distance of 135.93 feet and having a Chord Bearing and Distance of S 20° 32' 55" E, 135.89 feet** following along the newly proposed easterly right-of-way line of said Perryville Road, parallel with and 25' distant thereof as measured radial from the centerline of the same, through lands as described above, additionally passing through a concrete monument set along this course wherein the same intersects land of a Residential Exemption area (also about to be described and reserved herein for Joel and Kathleen Talka) at arc distance of 58.44 feet from the beginning of this course, to the Point and Place of BEGINNING.

CONTAINING 2,957.75 square feet± of land or 0.0679 Acre± more or less.

Excepting and reserving from the above described total tract area (Block 25, Lot No. 32) a Residential Exemption Area, being more fully described as follows:

RESIDENTIAL EXEMPTION AREA

COMMENCING at a PK nail and Maser washer set for a corner in the paved driveway leading into lands of Joel Talka (Block 25, Lot No. 32), corner to lands of The Township of Union (Block 25, Lot No. 31), said PK nail being furthermore located at the termination of course number 11 in the above described tract and is additionally located 7 feet easterly more or less from the easterly travel way of the public road leading from Cook's Cross Road to Jutland known as Perryville Road (41.50' wide right-of-way), said PK nail and Maser washer set having New Jersey State Plane Coordinate Grid (NAD 1983) values of N= 648,858.5057'; E= 365,121.5493', and running thence:



DESCRIPTION OF PROPERTY
TOWNSHIP OF UNION
HUNTERDON COUNTY, NEW JERSEY
MC PROJECT NO. UNT-006

TALKA FARM CONSERVATION EASEMENT

AUGUST 20, 2004

1. **N 30° 38' 13" E, 606.56 feet** along a portion of course number 12 in the above description following along lands of The Township of Union (Block 25, Lot No. 31), passing through a PK nail and Maser washer set in said paved driveway leading into lands of Joel Talka (Block 25, Lot No. 32) along this course wherein the same intersects the newly proposed easterly right-of-way line of the aforementioned Perryville Road at a distance of 11.66' from the beginning of this course, to a corner to the same, thence-
2. **S 67° 38' 31" E, 467.06 feet** through lands as described above along a newly created Conservation Easement and Residential Exemption limit line to a corner to the same, thence-
3. **S 07° 35' 13" W, 380.00 feet** through and along the same to a corner to the same, thence-
4. **N 82° 24' 47" W, 334.18 feet** through and along the same to a corner at a point-of-curvature in the same, thence-
5. **On a curve to the left, with a Radius of 350.00 feet, an Arc Distance of 130.11 feet and having a Chord Bearing and Distance of S 86° 56' 13" W, 129.37 feet** following along the same to a point-of-tangency in the same, thence-
6. **S 76° 17' 13" W, 225.00 feet** through and along the same, passing through a concrete monument set along this course wherein the same intersects the newly proposed easterly right-of-way line of the aforementioned Perryville Road at a distance of 11.59' from the termination of this course, said concrete monument having New Jersey State Plane Coordinate Grid (NAD 1983) values of N= 648,812.6776'; E= 365,144.6587' to a capped rebar set in or near the easterly travel way of said Perryville Road, thence-
7. **N 13° 42' 44" W, 50.00 feet** along or near and thence leaving the existing travel way of said Perryville Road to the Point and Place of BEGINNING.

CONTAINING 266,829.18 square feet± of land or 6.1256 Acres± more or less.

The above described Residential Exemption Area shall be closed to the public, being also subject to and/or together with such facts, rights, privileges, conveyances, rights of ingress and egress, reservations, restrictions, maintenance and/ or conditions over, through and upon that portion of Block 25, Lot No. 32 as described above now or about to be set reserved and set forth in a deed of Conservation Easement between Joel and Kathleen Talka (Grantor) and the Township of Union (Grantee).



DESCRIPTION OF PROPERTY
TOWNSHIP OF UNION
HUNTERDON COUNTY, NEW JERSEY
MC PROJECT NO. UNT-006

TALKA FARM CONSERVATION EASEMENT

AUGUST 20, 2004

Subject to and together with a 25' Wide Public Access Equestrian & Hiking Trail situated within the above described total tract area (Block 25, Lot No. 32), being comprised of and defined by the net difference of the following two Parcels 'A' & 'B' as about to be described herein as follows:

25' WIDE PUBLIC ACCESS EQUESTRIAN & HIKING TRAIL

PARCEL 'A'

COMMENCING at the remains of a large dead white oak tree found at the true point-of-beginning in the above described total tract of land (Block 25, Lot No. 32), said point-of-beginning being previously set forth in Deed Book 1226, Page No. 512 and having New Jersey State Plane Coordinate Grid (NAD 1983) values of N= 649,642.7767'; E= 365,536.3596', common corner also to land of Segal & Morel Custom Home Builders, L.L.C. (Block 25, Lot No. 30) as shown on a map titled "Final Plat Fox Chase Subdivision Block 25 Lots 28 & 30" previously prepared by Page Engineering Consultants, PC of Warren, New Jersey and recorded in the Hunterdon County Clerk's office as Filed Map #8290751 on September 07, 2000, additionally said point-of-beginning being located in line of lands of The Township of Union (Block 25, Lot No. 31), and running thence-

Through, along and over the above described total tract of land (Block 25, Lot No. 32) the following various courses :

1. **S 76° 45' 16"E, 124.43 feet** along a portion of course number 1 in the above description ,
thence-
2. **On a curve to the left, with a Radius of 200.00 feet, an Arc Distance of 64.63 feet and
having a Chord Bearing and Distance of S 63° 15' 01" E, 64.35 feet,** thence-
3. **S 72° 30' 30"E, 54.92 feet,** thence-
4. **On a curve to the left, with a Radius of 200.00 feet, an Arc Distance of 54.98 feet and
having a Chord Bearing and Distance of S 80° 22' 59" E, 54.80 feet,** thence-
5. **On a reverse curve to the right, with a Radius of 525.00 feet, an Arc Distance of 171.02
feet and having a Chord Bearing and Distance of S 78° 55' 32" E, 170.27 feet,** thence-
6. **S 69° 35' 35"E, 59.13 feet,** thence-
7. **On a curve to the right, with a Radius of 2025.00 feet, an Arc Distance of 139.27 feet
and having a Chord Bearing and Distance of S 67° 37' 22" E, 139.24 feet,** thence-
8. **S 65° 39' 09"E, 158.57 feet,** thence-



DESCRIPTION OF PROPERTY
TOWNSHIP OF UNION
HUNTERDON COUNTY, NEW JERSEY
MC PROJECT NO. UNT-006

TALKA FARM CONSERVATION EASEMENT

AUGUST 20, 2004

9. **On a curve to the left, with a Radius of 400.00 feet, an Arc Distance of 111.08 feet and having a Chord Bearing and Distance of S 73° 36' 30" E, 110.73 feet, thence-**
10. **S 81° 33' 51"E, 205.57 feet, thence-**
11. **On a curve to the left, with a Radius of 100.00 feet, an Arc Distance of 31.83 feet and having a Chord Bearing and Distance of N 89° 19' 07" E, 31.69 feet, thence-**
12. **N 80° 12' 05"E, 38.27 feet, thence-**
13. **On a curve to the right, with a Radius of 150.00 feet, an Arc Distance of 187.66 feet and having a Chord Bearing and Distance of S 63° 57' 29" E, 175.66 feet, thence-**
14. **S 28° 07' 02"E, 337.52 feet, thence-**
15. **On a curve to the left, with a Radius of 475.00 feet, an Arc Distance of 86.90 feet and having a Chord Bearing and Distance of S 33° 21' 31" E, 86.78 feet, thence-**
16. **S 38° 35' 59 E, 173.37 feet to a point in line of course number 2 in the above description, thence-**
17. **S 29° 55' 33" E, 61.75 feet along a portion of course number 2 in the above description to the termination of the same, thence-**
18. **N 88° 41' 10" E, 291.60 feet along a portion of course number 3 in the above description to a point in line of the same, thence-**
19. **On a curve to the right, with a Radius of 125.00 feet, an Arc Distance of 176.36 feet and having a Chord Bearing and Distance of S 50° 53' 45" E, 162.09 feet to a point-of-tangency in along and/or near the westerly line of a 25' wide Trim Easement previously granted to the New Jersey Power & Light Company, thence-**
20. **S 10° 28' 40" E, 178.40 feet along and/ or near the westerly line of said 25' wide Trim Easement previously granted to the New Jersey Power & Light Company, thence-**
21. **On a curve to the right, with a Radius of 133.89 feet, an Arc Distance of 228.46 feet and having a Chord Bearing and Distance of S 38° 24' 18" W, 201.73 feet to a 1" iron pipe found at the termination of course number 5 in the above description, thence-**
22. **S 87° 17' 16" W, 243.86 feet along a portion of course number 6 to a point-of-curvature in the same, thence-**



**DESCRIPTION OF PROPERTY
TOWNSHIP OF UNION
HUNTERDON COUNTY, NEW JERSEY
MC PROJECT NO. UNT-006**

TALKA FARM CONSERVATION EASEMENT

AUGUST 20, 2004

23. **On a curve to the right, with a Radius of 135.50 feet, an Arc Distance of 80.76 feet and having a Chord Bearing and Distance of N 75° 38' 14" W, 79.57 feet to a point-of-reverse curvature in the same, thence-**
24. **On a curve to the left, with a Radius of 100.00 feet, an Arc Distance of 107.28 feet and having a Chord Bearing and Distance of N 89° 17' 39" W, 102.21 feet to a point-of-reverse curvature in the same, thence-**
25. **On a curve to the right, with a Radius of 125.00 feet, an Arc Distance of 56.49 feet and having a Chord Bearing and Distance of S 72° 55' 12" W, 56.01 feet, thence-**
26. **S 85° 51' 58" W, 133.70 feet, thence-**
27. **On a curve to the right, with a Radius of 525.00 feet, an Arc Distance of 110.48 feet and having a Chord Bearing and Distance of N 88° 06' 19" W, 110.28 feet to a point-of-reverse curvature in the same, thence-**
28. **On a curve to the left, with a Radius of 50.00 feet, an Arc Distance of 58.05 feet and having a Chord Bearing and Distance of S 64° 39' 41" W, 54.85 feet to a point in line of course number 6 in the above description, thence-**
29. **S 87° 17' 16" W, 28.16 feet along a portion of course number 6 in the above description to a point in line of the same, said point being located at a distance of 1151.07' from the termination of the same, thence-**
30. **On a curve to the right, with a Radius of 75.00 feet, an Arc Distance of 102.99 feet and having a Chord Bearing and Distance of N 58° 34' 58" E, 95.09 feet to a point-of-reverse curvature in the same, thence-**
31. **On a curve to the left, with a Radius of 500.00 feet, an Arc Distance of 105.22 feet and having a Chord Bearing and Distance of S 88° 06' 19" E, 105.02 feet, thence-**
32. **N 85° 51' 58" E, 133.70 feet, thence-**
33. **On a curve to the left, with a Radius of 100.00 feet, an Arc Distance of 152.47 feet and having a Chord Bearing and Distance of N 42° 11' 16" E, 138.12 feet, thence-**
34. **N 01° 29' 26" W, 338.77 feet, thence-**
35. **On a curve to the left, with a Radius of 100.00 feet, an Arc Distance of 64.77 feet and having a Chord Bearing and Distance of N 20° 02' 43" W, 63.64 feet, thence-**



**DESCRIPTION OF PROPERTY
TOWNSHIP OF UNION
HUNTERDON COUNTY, NEW JERSEY
MC PROJECT NO. UNT-006**

TALKA FARM CONSERVATION EASEMENT

AUGUST 20, 2004

36. N 38° 35' 59 W, 107.16 feet, thence-
37. On a curve to the right, with a Radius of 500.00 feet, an Arc Distance of 91.48 feet and having a Chord Bearing and Distance of N 33° 21' 31" W, 91.35 feet, thence-
38. N 28° 07' 02"W, 337.52 feet, thence-
39. On a curve to the left, with a Radius of 125.00 feet, an Arc Distance of 156.38 feet and having a Chord Bearing and Distance of N 63° 57' 29" W, 146.38 feet, thence-
40. S 80° 12' 05"W, 38.27 feet, thence-
41. On a curve to the right, with a Radius of 125.00 feet, an Arc Distance of 39.78 feet and having a Chord Bearing and Distance of S 89° 19' 07" W, 39.61 feet, thence-
42. N 81° 33' 51"W, 205.57 feet, thence-
43. On a curve to the right, with a Radius of 425.00 feet, an Arc Distance of 118.03 feet and having a Chord Bearing and Distance of N 73° 36' 30" W, 117.65 feet, thence-
44. N 65° 39' 09"W, 158.57 feet, thence-
45. On a curve to the left, with a Radius of 2000.00 feet, an Arc Distance of 137.55 feet and having a Chord Bearing and Distance of N 67° 37' 22" W, 137.53 feet, thence-
46. N 69° 35' 35"W, 59.13 feet, thence-
47. On a curve to the left, with a Radius of 500.00 feet, an Arc Distance of 162.88 feet and having a Chord Bearing and Distance of N 78° 55' 32" W, 162.16 feet to a point-of-reverse curvature in the same, thence-
48. On a reverse curve to the right, with a Radius of 225.00 feet, an Arc Distance of 61.85 feet and having a Chord Bearing and Distance of N 80° 22' 59" W, 61.65 feet, thence-
49. N 72° 30' 30"W, 54.92 feet, thence-
50. On a curve to the right, with a Radius of 225.00 feet, an Arc Distance of 44.43 feet and having a Chord Bearing and Distance of N 66° 51' 05" W, 44.36 feet to a point-of-reverse curvature in the same, thence-
51. On a reverse curve to the left, with a Radius of 200.00 feet, an Arc Distance of 54.31 feet and having a Chord Bearing and Distance of N 68° 58' 28" W, 54.15 feet, thence-



**DESCRIPTION OF PROPERTY
TOWNSHIP OF UNION
HUNTERDON COUNTY, NEW JERSEY
MC PROJECT NO. UNT-006**

TALKA FARM CONSERVATION EASEMENT

AUGUST 20, 2004

52. N 76° 45' 16"W, 85.88 feet to a point in line of course number 13 in the above described total tract area (Block 25, Lot No. 32), thence-
53. N 08° 51' 12"E, 25.07 feet to the Point and Place of BEGINNING.

PARCEL 'A' CONTAINING 274,116.31 square feet± of land or 6.2928 Acres± more or less total gross area less the following about to be described Parcel 'B':

Furthermore, the 25' Wide Public Access Equestrian & Hiking Trail access limit lines as described above, encompasses and separates a bifurcated island portion of the Conservation Easement area (Parcel 'B' as about to be described herein); that separate bifurcated island portion of the Conservation Easement area (Parcel 'B' as about to be described herein) is conditionally restrictive, separate and exclusive to public access from the 25' Wide Public Access Equestrian & Hiking Trail (Parcel 'A' as described above) which it borders, defines and adjoins; the common restricted access limit lines about to be described herein between both the separate bifurcated island portion of the aforementioned Conservation Easement (Parcel 'B') and the 25' Wide Public Access Equestrian & Hiking Trail (Parcel 'A') are described in continuation to the above as follows:

25' WIDE PUBLIC ACCESS EQUESTRIAN & HIKING TRAIL

PARCEL 'B'

COMMENCING at a point-of tangency at the common access limit line between the separate bifurcated island portion of the aforementioned Conservation Easement and the 25' Wide Public Access Equestrian & Hiking Trail, said point having New Jersey State Plane Coordinate Grid (NAD 1983) values of N= 648,673.4142'; E= 367,256.5588', additionally said point being located on the following two tie bearings and distances from the beginning of course number three in the above described total tract area (Block 25, Lot No. 32):

- a. N 88° 41' 10"E, 56.35 feet along a portion of course number three in the above described total tract area (Block 25, Lot No. 32) to a point in line of the same, thence-
- b. S 01° 18' 50"E, 25.00 feet perpendicular to course number three in the above described total tract area (Block 25, Lot No. 32) and through the 25' Wide Public Access Equestrian & Hiking Trail, to the point-of-beginning for Parcel 'B', and running thence-
1. N 88° 41' 10"E, 235.26 feet along the common access limit line between the separate bifurcated island portion of the aforementioned Conservation Easement and the 25' Wide Public Access Equestrian & Hiking Trail, parallel with and twenty-five feet distant thereof as measured at right angles from Parcel A, course number 18 above to a point-of-curvature in the same, thence-



**DESCRIPTION OF PROPERTY
TOWNSHIP OF UNION
HUNTERDON COUNTY, NEW JERSEY
MC PROJECT NO. UNT-006**

TALKA FARM CONSERVATION EASEMENT

AUGUST 20, 2004

2. **On a curve to the right, with a Radius of 100.00 feet, an Arc Distance of 141.09 feet and having a Chord Bearing and Distance of S 50° 53' 45" E, 129.67 feet parallel with and twenty-five feet distant thereof as measured radial from Parcel A, course number 19 above to a point-of-tangency in the same, thence-**
3. **S 10° 28' 40"E, 178.40 feet parallel with and twenty-five feet distant thereof as measured at right angles from Parcel A, course number 20 above to a point-of-curvature in the same, thence-**
4. **On a curve to the right, with a Radius of 108.89 feet, an Arc Distance of 185.80 feet and having a Chord Bearing and Distance of S 38° 24' 18" W, 164.06 feet parallel with and twenty-five feet distant thereof as measured radial from Parcel A, course number 21 above to a point-of-tangency in the same, thence-**
5. **S 87° 17' 16"W, 243.86 feet parallel with and twenty-five feet distant thereof as measured at right angles from Parcel A, course number 22 above to a point-of-curvature in the same, thence-**
6. **On a curve to the right, with a Radius of 110.50 feet, an Arc Distance of 175.93 feet and having a Chord Bearing and Distance of N 47° 06' 05" W, 157.93 feet parallel with and twenty-five feet distant thereof as measured radial from Parcel A, course number 23 above to a point-of-tangency in the same, thence-**
7. **N 01° 29' 26"W, 181.91 feet parallel with and twenty-five feet distant thereof as measured at right angles from Parcel A, course number 34 above to a point-of-curvature in the same, thence-**
8. **On a curve to the right, with a Radius of 100.00 feet, an Arc Distance of 157.39 feet and having a Chord Bearing and Distance of N 43° 35' 52" E, 141.64 feet to the Point and Place of BEGINNING.**

PARCEL 'B' CONTAINING 165,894.54 square feet± of land or 3.8084 Acres± more or less to be subtracted from the area for Parcel 'A' as described above.

RESULTANT NET AREA 25' WIDE PUBLIC ACCESS EQUESTRIAN & HIKING TRAIL

The resultant net area for the 25' Wide Public Access Equestrian & Hiking Trail being derived from the area of (Parcel 'A' as described above) minus the area as contained in that separate bifurcated island portion of the Conservation Easement area (Parcel 'B' as described above) being therefore equal to and containing a net area of 108,221.77 square feet± of land or 2.4844 Acres± more or less.



**DESCRIPTION OF PROPERTY
TOWNSHIP OF UNION
HUNTERDON COUNTY, NEW JERSEY
MC PROJECT NO. UNT-006**

TALKA FARM CONSERVATION EASEMENT

AUGUST 20, 2004

Public Access shall be limited to the 2.4844 Acres± 25' Wide Public Access Equestrian & Hiking Trail as set forth and described herein.

The property owner shall retain the right to control, monitor, prohibit and/ or restrict any and all public access over, upon and/ or through the remaining portions of the 50.0911 Acres± Conservation Easement area not encumbered by the 25' Wide Public Access Equestrian & Hiking Trail as set forth and described herein.

The 6.1134 Acres± Residential Exemption Area shall be closed to the public.

Together with and/ or subject to the rights of others, if any, in and to any brook, stream or watercourse that may be traversing the above described tract of land.

Hazardous wastes, if any, have neither been identified nor delineated by this survey.

Subject to any overhead and/ or underground consumer type electric, telephone, gas, water lines, sanitary sewer lines and/ or cable distribution line easements, if any, of record.

Subject to the conditional effects of existing surface and/ or subsurface drainage (springs, piping, structures and all miscellaneous appurtenances), subsurface sewage disposal systems, if any, onto, through and/ or off of this property.

Subject to and/ or together with the rights of the public, as the same now exists, in the use of the public road known as Perryville Road (Township Road) running along, through and/ or near lands (Block 25, Lot No. 32) as described above.

Subject to and/ or together with such facts and conditions as set forth in a road vacation resolution relinquishing all jurisdiction, control and responsibility of Perryville Road (formerly Hunterdon County Route #635) from the County of Hunterdon to the Municipality of Union Township, said resolution being adopted September 14, 1982 and recorded in the Hunterdon County Clerk's Office in road Vacation Book 2, Page 335.

Title search for this property performed by Cortes & Hay, Flemington, New Jersey 08822 Commitment No. C511286, issue date 08/15/2003.

Property lines as set forth and described above have been held in conjunction with monumentation found in the field at the time of this survey as well as information previously set forth in Deed Book 1226, Page 512.

Subject to and/ or together with the following various previously recorded deeds:

Grant to New Jersey Power & Light Company as in Deed Book 417, Page 96 and Deed Book 638, Page No. 411.



DESCRIPTION OF PROPERTY
TOWNSHIP OF UNION
HUNTERDON COUNTY, NEW JERSEY
MC PROJECT NO. UNT-006

TALKA FARM CONSERVATION EASEMENT

AUGUST 20, 2004

Easement to New Jersey Power & Light Company as in Deed Book 475, Page No. 156.

Sight Easement located at the northwest corner of former Lot No. 32.01 as stated in Deed Book 781, Page No. 750.

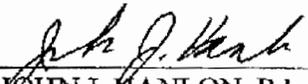
No certification is made or implied as to the existence, size, direction, depth, capacity, type of use and/ or location of any and all underground utilities, drainage lines, encroachments, miscellaneous appurtenances, if any, that were not visible above grade during field observations performed as part of this survey. Prior to any site excavations and/ or construction, contact should be made with the appropriate utility companies for the exact verified on site mark out location of their underground service lines, state law requires buried cable locator service be contacted prior to any site excavations, (call 1-8000-272-1000 for appropriate utility mark out).

Subject to any and all easements, ordinances, covenants, agreements and/or restrictions of record.

The above described tract of land as shown on the Union Township Tax map Sheet 10, Block 25, Lot 32 contains a total gross acreage of 56.2724 Acres± (2,451,224.49 square feet±), less area in the existing right-of-way acreage in Perryville Road (Township Road) = 0.0310 Acres± (1,351.01 square feet±), less area in the newly proposed Perryville Road (Township Road) right-of-way = 0.0369 Acres± (1,606.74 square feet±), less net area in the Residential Exemption area = 6.1134 Acres± (266,297.85 square feet±), leaving a net acquisition parcel Conservation Easement area to be funded of 50.0911 Acres± (2,181,968.89 square feet±).

The foregoing description was prepared by the undersigned surveyor for the firm of Maser Consulting P.A. and is based on a map titled: "Title Survey for The Township of Union Talka Farm Conservation Easement Block 25 Lot No. 32" prepared by Maser Consulting, P.A., survey certification dated November 18, 2003.

The above description was written pursuant to a survey of property designated as Block 25, Lot 32 on the municipal tax map of Union Township, County of Hunterdon, State of New Jersey. Said survey was prepared by Maser Consulting PA, November 18, 2003 and is marked as File UNT-006.


JOHN J. HANLON, P.L.S.
NEW JERSEY PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER 37589
MASER CONSULTING PA
CERTIFICATE OF AUTHORIZATION # 24GA27986500

11/18/03
DATE SIGNED

\\njncad\projects\Union Township\UNT\UNT-006\Descriptions\Talka.doc

**DEED OF CONSERVATION EASEMENT
TALKA TO TOWNSHIP OF UNION, HUNTERDON COUNTY**

SCHEDULE B

**BASELINE DOCUMENTATION
AUGUST 28, 2004**

1. Title survey for the Township of Union "Talka Farm Conservation Easement," Block 25, Lot 32, Union Township, Hunterdon County, New Jersey, Job No. UNT-005, d. 8/20/04, Index No. HTSU003027.
2. Photographs of Block 25, Lot 32 taken August 28, 2004.

Index to Talka Photographs Taken 8/28/04

- | | |
|-----|--|
| 00A | View of front of exception area along Perryville Road north of driveway |
| 0A | View of driveway to residential exception area |
| 1A | View of portion of conservation easement area fronting on Perryville Road south of driveway |
| 2A | View of area south of driveway in exception area |
| 3A | Area of field and hedgerow along northerly boundary line of property/conservation easement |
| 4A | Beginning of equestrian/hiking trail in northwest corner of conservation area |
| 5A | Portion of open hayfield in southerly portion of property adjacent to Manzione near equestrian/hiking trail |
| 6A | Another view of open hayfield with tree row bordering Manzione |
| 7A | Same as 6A |
| 8A | View of hayfield showing entrance of trail to Manzione property at corner of southerly hedgerow and tree stand |
| 9A | Another view of hayfield showing exit of equestrian/hiking trail in background |
| 10A | View showing entrance of equestrian/hiking trail to hayfield |

- 11A View of equestrian/hiking trail adjacent to Block 25, Lot 8
- 12A View of equestrian/hiking trail
- 13A View of area near northerly edge of property where abandoned vehicle was removed adjacent to Block 26, Lot 30
- 14A View of equestrian/hiking trail showing surveyor's markings near Block 25, Lot 30
- 15A View of equestrian/hiking trail adjacent to Block 25, Lot 30 (further west)
- 16A View of equestrian/hiking trail adjacent to Block 25, Lot 30 (further west)
- 17A View of equestrian/hiking trail showing surveyor's marking near westerly end of trail
- 18A View near beginning of equestrian/hiking trail in westerly end of conservation area
- 19A View of remains of large dead white oak tree marking point of beginning of property and conservation easement area and public access equestrian/hiking trail.
- 20A View of property adjacent to easement exception area – near C-25
- 21A Garage on easement exception area
- 22A Main residence in easement exception area
- 23A Barn/multi-purpose building in easement exception area

- A. Subdivision and Development.** Any new development or subdivision of the Property is expressly prohibited, except for specific rights retained in this Easement.
- B. Structures.** Construction of any new structures, including but not limited to both residential and agricultural structures, is expressly prohibited, except as provided below:
- i. Single Family Residential Structures:** Existing residential structures may be repaired and replaced at their current location without further permission from the Grantee. Grantor shall notify the Grantee prior to any enlargement or replacement of existing structures.
- ii. Horse Barn:** Grantor shall have the right to construct and occupy a horse barn in the easement area for up to 12 horses with up to 12 stalls, which will be non-commercial in nature and for the Grantor's own personal use, and for that of their successors, heirs and assigns. Grantor shall have the right to extend the existing driveway to the horse barn provided that same shall be constructed of shale, crushed stone or other materials other than concrete or blacktop, pavers or other impervious materials. The siting of the barn shall comply with all wetlands regulations of the NJDEP.
- iii.** Construction of billboards, cellular phone towers, golf courses, airstrips, and helicopter pads are expressly prohibited on the Property.
- C. Mining.** No topsoil, sand, gravel, loam, rock, or other minerals shall be deposited on, excavated, dredged, or removed from the Property.
- D. Roads.** No new roads may be constructed or other portions of the Property covered with concrete, asphalt, or any other paving material. Existing roads and paved surfaces may be maintained in their current condition.
- E. Trash.** No dumping or placing of trash or waste material shall be permitted on the Property.
- F. Natural resource protection.** No activity shall be permitted on the Property that would be detrimental to drainage, flood control, water conservation, erosion control, or soil conservation.
- G. Timber harvesting.** Clear cutting of timber stands is expressly prohibited. However, select trees may be cut to: control insects and disease; to prevent personal injury and property damage; for firewood to be used for on-site domestic purposes; and for the preservation of plant and animal species and natural communities described in this Easement. Any commercial timber harvesting on the Property shall be conducted on a sustainable yield basis and in accordance with an approved forest management plan. Grantee may remove trees in support of the development and maintenance of the Buffer/Public Access area described in paragraph 4B. It is understood that the wooded portions of the easement area are presently under farmland assessment and covered by a woodland management plan. It is agreed that management of the woodland areas and timber harvesting may be conducted in accordance with said approved woodland management plan and any successor plan.
- H. Farming.** Existing farming operations may be continued in perpetuity. Timber stands shall not be clear cut to create new farming areas, subject, however, to the right to harvest and manage woodlands in accordance with an approved woodland management plan pursuant to the Farmland Assessment Act. At the present time, there is approximately five to ten acres of open fields which may be maintained and continued under cultivation.
- I. Hunting.** Hunting shall be prohibited, except by the Grantor and his guests, permittees or licensees, and provided further that there shall be no commercial hunting on the property. Property owner shall not receive any compensation or payment for allowing guests, permittees or licensees to hunt on the property, other than receiving portions of the animals harvested.

3. **Rights of Grantor.** The ownership rights of the Grantor extend to Grantor's personal representatives, heirs, successors, and assigns and include, but are not limited to, the right to sell or otherwise transfer the Property, and the right to exclude any member of the public from the Property, except within the boundaries of the public access equestrian and hiking trail described in paragraph 4B.
4. **Rights of Grantee.** To accomplish the conservation purposes of this Easement the following rights are conveyed to the Grantee:
 - A. **Enforcement.** Grantee has the right to preserve and protect the conservation values of the Property.
 - B. **Buffer/Public Access Area.** The easement conveyed herein shall include a 25-foot-wide public access equestrian and hiking trail, which shall be created and used for the benefit of the Grantee and the public for (1) trail maintenance and (2) passive recreational purposes. Said trail, including the right of public access, is depicted and described in Schedule C attached hereto. Grantor shall have the right to enact reasonable regulations regarding use of the trail for hiking and horseback riding in consultation with the Union Township Trail Association and the Green Acres program. The public access trail shall be for the use of hikers, nature observation, bird watching and horseback riding. All forms of motorized vehicles shall be prohibited except for maintenance purposes of the trail and in connection with agricultural or horticultural purposes on the property. Recreational vehicles or motorized vehicles, such as dirt bikes, go carts, golf carts, all-terrain vehicles, motorcycles, snowmobiles, or any type of motorized vehicles that can cause noise or can damage the natural environment or farm crops, or any non-motorized mountain bikes, shall not be used in the public access equestrian and hiking trail. The Grantor, property owner or his agents or any police officer or authorized Township Official shall have the right to enforce the rules and regulations regarding the hiking and horse trail. Public access and public use shall be restricted to the 25-foot-wide public access equestrian and hiking trail. The property owner shall have the right to erect fencing or other markers delineating the limits of the public access easement, and appropriate signage regarding same.

Hunting shall be prohibited in the 25-foot-wide public access equestrian and hiking trail.
 - C. **Inspection.** Grantee and its agents shall be permitted access to, and have the right to enter upon, the Property with reasonable notice to the Grantor, for the purposes of inspection in order to enforce and assure compliance with the terms and conditions of this Easement. Except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Easement, such entry shall be upon prior notice to the Grantor.
 - D. **Exempt Area.** It is understood that the 6.12 acre Residential Exception Area excluded from this easement shall be, in all respects, exempt from the public access requirements herein, as well as being excluded from the other requirements of this conservation easement, and the Grantor shall have the right in their discretion to fence the said 6.12-acre portion of the Property and to prohibit trespassing thereon. It is also understood that public access for the easement area shall be limited to the proposed equestrian and hiking trails, as depicted on Schedule A attached and that the Grantor shall have the right to prohibit trespassing or public access in the remaining areas of the easement area.
5. **Responsibilities of Grantor and Grantee not affected.** Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on the Grantee, or in any way to affect any existing obligations of the Grantor as owner of the Property. This shall apply to:

- A. Taxes.** Grantor shall continue to be solely responsible for payment of all taxes and assessments levied against the Property. It is understood that the 50-acre easement area and the eligible portion of the 6.12-acre non-easement area may continue to be assessed pursuant to the Farmland Assessment Act of 1963, provided that the Grantor does all things necessary for such qualification.
- B. Upkeep and Maintenance.** The Grantor, as owner of the Property, shall continue to be solely responsible for the upkeep and maintenance of the Property, to the extent it may be required by law. The Grantee shall have no obligation for the upkeep or maintenance of the Property, except for the public access equestrian and hiking trail area identified in paragraph 4B. Nothing in this Easement shall require the Grantor to take any action to restore the condition of the Property after any Act of God or other event over which they had no control. Upkeep and maintenance of the equestrian and hiking trail shall be the responsibility of the Grantee or its designee, such as the Union Township Trail Association. No maintenance or upkeep shall be performed without prior notification to the Grantor, and all such maintenance or upkeep shall be performed in the presence of the Grantor or his designee, unless specifically waived by Grantor. Prior written permission shall be obtained from the Grantor and the appropriate Township official for each and every tree to be removed or altered, and Grantor or his designee shall be present when all trees are being cut down or removed.
- 6. Remedies.** The Grantee shall have the right to prevent and correct violations of the terms of this Easement. Enforcement of the terms of this Easement shall be at the discretion of the Grantee and any failure on behalf of the Grantee to exercise its rights hereunder shall not be deemed or construed to be a waiver of the Grantee of those rights. This shall be true regardless of the number of violations of the terms of this Easement by the Grantor that occur or the length of time it remains unenforced.

If the Grantee finds what it believes is a violation of the terms of this Easement, it may without limitation as to other available legal recourse, at its discretion take any of the following action:

- A. Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Easement has occurred or is threatened, Grantee shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation in accordance with a plan approved by the Grantee.
- B. Injunctive Relief.** If Grantor fails to cure the violation within 45 days after receipt of notice from the Grantee, or under circumstances where the violation cannot reasonably be cured with a 45 day period, fail to begin curing such violation, or fail to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin ex parte the violation by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to such injury. The Grantor acknowledges that any actual or threatened failure to comply or cure will cause irreparable harm to the Grantee and that money damages will not provide an adequate remedy.
- C. Damages.** Grantee shall be entitled to recover damages for violation of the terms of this Easement or injury to any Conservation Values protected by this Easement, including, without limitation, damages for the loss of Conservation Values. Without limiting Grantor's liability, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

D. Costs of Enforcement. In any case where a court finds that a violation has occurred, all reasonable costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorney's fees, and any costs of restoration necessitated by Grantor's violation of the Easement shall be borne by the Grantor.

7. **Development Rights.** Grantor hereby grants to Grantee all development rights or credits, that are now or hereafter allocated to, implied, reserved or inherent in the Property, and the parties agree that such rights are terminated and extinguished, and may not be used on or transferred to any portion of the Property as it now or hereafter may be bounded or described, or to any other property adjacent or otherwise, nor used for the purpose of calculating permissible lot yield on the Property or any other property.
8. **Grantor's Warranties.**
- A. Title.** Grantor warrants good and sufficient title to the Property, free from all encumbrances and hereby promises to defend the same against all claims that may be made against it. Grantor warrants the Property to be free from all mortgages, liens, encumbrances, restrictions, easements, covenants and conditions, except those that the Purchaser determines do not interfere with its proposed use of the Property. The Property may only be subject to a mortgage if the holder of such mortgage agrees to subordinate it to the Easement in a manner satisfactory to the Grantee.
- B. Hazardous Substances.** Grantor warrants no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property. Grantor hereby promises to defend and indemnify Grantee against all litigation, claims, demands, penalties and damages, arising from or connected with any release of hazardous waste or violation of federal, state, or local environmental laws.
9. **Amendment of Easement.** This easement may be amended only with the written consent of grantee and Grantor. Any such amendment shall be consistent with the purposes of this Easement and with the laws of the State of New Jersey and any regulations promulgated pursuant to those laws.
10. **Interpretation.** This Easement shall be interpreted under the laws of the State of New Jersey, resolving any ambiguities and questions of the validity of specific provisions so as to give maximum effect to its conservation purposes.
11. **Perpetual Duration.** This Easement shall be servitude running with the land in perpetuity. Every provision of this Deed that applies to the Grantor or Grantee shall also apply to their respective agents, heirs, executors, administrators, assigns, and all other successors as their interests may appear.
12. **Notices.** Any notices required by this Easement shall be in writing and shall be personally delivered or sent by first class mail, to Grantor and Grantee at the following addresses, unless a party has been notified of a change of address:

To Grantor:
Joel and Kathleen Talka
86 Perryville Rd.
Pittstown, NJ 08867

To Grantee:
Township of Union
Attn.: Municipal Clerk
140 Perryville Rd.
Hampton, NJ 08827

13. Throughout this Deed, the singular shall include the plural, and the masculine shall include the feminine unless the text indicates otherwise.
14. It is understood by the Grantor that the lands being conveyed herein are being purchased with Green Acres funding and that this conveyance is made subject to Green Acres restrictions, and the Grantee herein agrees to accept these lands with the Green Acres restrictions against disposal or diversion to a use for other than recreation and conservation purposes.

IN WITNESS WHEREOF, the Grantor has hereunder set his/her/their hand and seal on the day and year first written above.

WITNESS:

William Gianos

Joel M. Talka
Joel Talka, Grantor

WITNESS:

William Gianos

Kathleen Talka
Kathleen Talka, Grantor

STATE OF NEW JERSEY)
 ss.
COUNTY OF HUNTERDON)

On September 16, 2004, personally appeared before me Joel and Kathleen Talka, who I am satisfied are the persons named in and who executed this Instrument and they acknowledged that they signed, sealed and delivered the same as their act and deed, for the uses and purposes therein expressed, and that the full and actual consideration paid or to be paid for this easement as such consideration is defined in P.L. 1969, c49 is \$300,000.00.

William J. Gianos
William J. Gianos, Esq.
An Attorney-at-law of New Jersey

RJR
J. Peter Jost
P.O. Box 5389
Clinton, N.J. 08809

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION

(Chapter 49, P.L. 1968, as amended by Chapter 176, P.L. 1975; Chapter 225, P.L. 1985; Chapter 113, P.L. 2003; Chapter 66, P.L. 2004)
To be recorded with deed pursuant to Chapter 49, P.L. 1968, as amended by Chapter 308, P.L. 1991 (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY	
Consideration	\$ _____
RTF paid by seller	\$ _____
RTF paid by buyer	\$ _____
Date	By _____

COUNTY OF Hunterdon

} ss.

*Use symbol "C" to indicate that fee is exclusively for county use.

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

Deponent, Joel Talka (Name), being duly sworn according to law upon his/her oath, deposes and says that he/she is the Grantor in a deed dated 9/16/04 transferring (Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.) real property identified as Block number 25 Lot number 32 located at 86 Perryville Rd., Union Township, Hunterdon County and annexed thereto. (Street Address, Municipality, County)

(2) CONSIDERATION \$300,000.00 (See Instruction #1 and #5 on reverse side).

If consideration is in excess of \$1,000,000.00:

- Zoned for residential use, whether improved or not. Paid by grantee.
- Property class if not residential(class 2). Circle applicable class(es): 1 3A 3B 4A 4B 4C 15

Property classes: 1-Vacant Land, 3A-Farm (Regular), 3B-Farm (Qualified), 4A-Commercial, 4B-Industrial, 4C-Apartment, 15-Public Property

(3) FULL EXEMPTION FROM FEE (See Instruction #6 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by Chapter 49, P.L. 1968, and amended by Chapter 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail. (b) By or to the United States of America, this state, or any instrumentality, agency or subdivision

(4) PARTIAL EXEMPTION FROM FEE (See Instructions #7 on reverse side)

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.

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by Chapter 176, P.L. 1975, as amended by Chapter 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) 82 years of age or over. * (See instruction #7 on reverse side for A or B)
- B. BLIND PERSON Grantor(s) legally blind or; *
- DISABLED PERSON Grantor(s) permanently and totally disabled Receiving disability payments Not gainfully employed*

Senior citizens, blind or disabled persons must also meet all of the following criteria.

- Owned and occupied by grantor(s) at time of sale. Resident of the State of New Jersey.
- One or two-family residential premises. Owners as joint tenants must all qualify.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (See Instruction #7 on reverse side)

- Affordable according to H.U.D. standards. Reserved for occupancy.
- Meets income requirements of region. Subject to resale controls.

D. NEW CONSTRUCTION (See Instruction #8 and #10 on reverse side)

- Entirely new improvement. Not previously occupied.
- Not previously used for any purpose. "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

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 Chapter 49, P.L. 1968, as amended by Chapter 113, P.L. 2003 and Chapter 66, P.L. 2004.

Subscribed and sworn to before me this 16 day of September, 2004

Joel Talka Signature of Deponent Joel Talka Name of Grantor
86 Perryville Rd. 86 Perryville Rd.
Pittstown, NJ 08867 Pittstown, NJ 08867
Address of Deponent Address of Grantor at Time of Sale

William J. Gianos

WILLIAM J. GIANOS

AN ATTORNEY AT LAW OF NJ

FOR OFFICIAL USE ONLY	
Instrument Number	County _____
Deed Number	Book _____ Page _____
Deed Dated	Date Recorded _____

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form, as required by law. This form may not be altered or amended without the approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this form, visit the Division of Taxation website at www.state.nj.us/treasury/taxation/inf/forntax.htm



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION
(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (If Multiple Sellers, Each Seller Must Complete a Certification)

Name(s)

Joel Talka and Kathleen Talka

Current Resident Address:

Street: 86 Perryville Road

City, Town, Post Office

State

Zip Code

Pittstown (Union Township)

NJ

08867

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

25

32

Street Address:

86 Perryville Road

City, Town, Post Office

State

Zip Code

Pittstown (Union Township)

NJ

08867

Seller's Percentage of Ownership

Consideration

Closing Date

100%

\$300,000.00

9/16/2004

SELLER ASSURANCES (Check the Appropriate Box)

1. I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.

SELLER(S) DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

9/16/2004

Date

Joel Talka
Signature

(Seller) Please Indicate if Power of Attorney or Attorney in Fact

9/16/2004

Date



END OF DOCUMENT

Joel M. Talka
Signature

(Seller) Please Indicate if Power of Attorney or Attorney in Fact