



Instr# 8314317 Dorothy K. Tirpok
 Recorded/Filed ASB Hunterdon County Clerk
 05/02/2001 12:11 Bk 2008 Pg 329 #Pg 19 EASEME

Prepared by

 J. Peter Jost, Esq.

DEED OF EASEMENT

THIS DEED OF EASEMENT made on this 26th day of April, 2001

BETWEEN: Anita Jane Manzione, single, whose address is 72 Perryville Road, Pittstown, New Jersey 08867, and is referred to as the GRANTOR

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 c/o K. Judith Fabian, Clerk, 140 Perryville Road, Hampton, New Jersey 08827, and is referred to as the GRANTEE

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 **Township of Union, 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 **Two Hundred Forty Thousand Eight Hundred Forty and 39/100 Dollars (\$240,840.39)**. Any reference in this deed of easement to "Premises" or "Property" refers to the property described in **Schedule A**, and for the limited purpose of the restrictions contained in paragraph 13(b), to the residential exclusion area described in **Schedule A**.

The tax map reference for the Premises is: **Township of Union (Hunterdon County) Block 25, Lot 37.09;**

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 Union Township; and

WHEREAS, Union Township has endorsed the aforesaid declaration of policy by the State legislature and has established an Agriculture Retention and Development Program in a matter

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SCHEDULE "A"

robert c. bogart & associates

DESCRIPTION OF PROPERTY
THE TOWNSHIP OF UNION
"ANITA JANE MANZIONE FARM ACQUISITION PARCEL"

Municipality: Union Township
Block 25, Lot No. 37.09
County: Hunterdon
Project Name: Title Survey for the Township of Union
Date: February 14, 2001
Street Address: P.O. Box 161, Pittstown, New Jersey 08867-0043

All that certain tract or parcel of land as located at P.O. Box 161, Pittstown, New Jersey 08867-0043, in the Township of Union, County of Hunterdon, New Jersey, bounded and described as follows:

Commencing at a concrete monument set at the intersection of the previously dedicated easterly line of Perryville Road (41.5' wide right-of-way) with land of Gary B. Wiklund (Block 25, Lot 37.03) and on a New Jersey State Plane Coordinate System (NAD 1983) tie bearing of North, eighty-nine degrees, forty-six minutes and fifty-four seconds, West (N 89°46'54" W), a distance of twenty-one and five one-hundredths feet (21.05') to the true point-of-beginning, said true beginning point is marked by a railroad spike set in the public road leading from Cook's Cross Road to Jutland, known locally as the Perryville Road, common corner to aforementioned land of Gary B. Wiklund (Block 25, Lot No. 37.03), said railroad spike set also marks the beginning of Course Number 1 in a deed to Anita Jane Manzione, previously recorded in the Hunterdon County Clerk's Office in Deed Book 857, Page 854, (said beginning point having New Jersey State Plane Coordinate values of North = 647,780.7006' and East = 365,502.0828'), and from said true beginning point and in the said bearing system running; thence,

1.) along land of Gary B. Wiklund (Block 25, Lot No. 37.03), passing through the above-referenced concrete monument at a distance of twenty-one and five one-hundredths feet (21.05') from the beginning of this Course, South, eighty-nine degrees, forty-six minutes, and fifty-four seconds, East (S 89°46'54" E), a total distance of four hundred fifty-two and ten one-hundredths feet (452.10') to a one-inch iron pipe found for a corner to the same; thence,

2.) along the same and separate land of Thomas A. Jamicky (Block 25, Lot No 37.04), North, thirteen degrees, thirty-eight minutes, eleven seconds, West (N 13°38'11" W), a distance of four hundred twenty-one and eighty-four one-hundredths feet (421.84') to a one-inch iron pipe found for a corner to the same, said corner being located in line of land of Joel Talka (Block 25, Lot No. 32); thence,

- 3.) along land of Joel Talka (Block 25, Lot No. 32), North, eighty-seven degrees, seventeen minutes, sixteen seconds, East (N 87°17'16" E), a distance of one thousand six hundred seventy-one and thirty one-hundredths feet (1,671.30') to a one-inch iron pipe found for a corner to the same; thence,
- 4.) along the same and separate land of Helen T. Barrett (Block 25, Lot No. 35), South seventy-seven degrees, twenty-seven minutes, twenty-four seconds, East (S 77°27'24" E), a distance of three hundred sixteen and forty-three one-hundredths feet (316.43') to a one-inch iron pipe found for a corner to same; thence,
- 5.) along land of Helen T. Barrett (Block 25, Lot No. 35), South, five degrees, forty-nine minutes, twenty-four seconds, East (S 05°49'24" E), a distance of eight hundred forty-nine and seventy one-hundredths feet (849.70') to a 5/8 " iron rebar found in line of the same, corner to land of Link's Robin Hill Farm Inc. (Block 25, Lot No. 37); thence,
- 6.) along land of Link's Robin Hill Farm, Inc. (Block 25, Lot No. 37) South, eighty-three degrees, fifteen minutes, thirty-six seconds, West (S 83°15'36" W), a distance of seven hundred sixteen and ninety-nine one-hundredths feet (716.99') to a capped iron rebar found for a corner to the same; thence
- 7.) along the same, South, eighty-five degrees, fourteen minutes, forty-six seconds, West (S 85°14'46" W), a distance of two hundred forty-two and eighty-eight one-hundredths feet (242.88') to a 5/8" iron rebar found for a corner to the same easterly of a block and frame open lean-to horse shelter building; thence,
- 8.) along the same, easterly of said block and frame open lean-to horse shelter building, North, four degrees, forty-five minutes, fourteen seconds, West (N 04°45'14"W), a distance of fifteen and ten one-hundredths feet (15.10') to a bent over 5/8" iron rebar found for a corner to the same northwesterly of said block and frame horse shelter; thence,
- 9.) along the same, northerly of said block and frame horse shelter, South, eighty-five degrees, fourteen minutes, forty-six seconds, West (S 85°14'46" W), a distance of forty and forty one-hundredths feet (40.40') to a 5/8" iron rebar found for a corner to the same northwesterly of said block and frame horse shelter; thence,
- 10.) along the same, westerly of said block and frame horse shelter, South four degrees, forty-five minutes, fourteen seconds, East (S 04°45'14" E), a distance of fifteen and ten one-hundredths feet (15.10') to a "pinched top" iron found for a corner to the same; thence,

11.) still along land of Link's Robin Hill Farm, Inc. (Block 25, Lot No. 37), South, eighty-five degrees, fourteen minutes, forty-six seconds, West ($S 85^{\circ}14'46'' W$), a distance of nine hundred seventy-six and forty-five one-hundredths feet ($976.45'$) to a $5/8''$ iron rebar found for a corner to the same in line of land of Robert F. Gadow (Block 25, Lot No 37.06); thence,

12.) along separate lands of Robert F. Gadow (Block 25, Lot No. 37.06), John D. Kulick (Block 25, Lot 37.05) and Timothy Rhinesmith (Block 25, Lot 37.02) North, zero degrees, thirteen minutes, six seconds, East ($N 00^{\circ}13'06'' E$), a distance of five hundred sixty-three and fifty-five one-hundredths feet ($563.55'$) to a one-inch iron pipe found for a corner to the same; thence,

13.) along land of Timothy Rhinesmith (Block 25, Lot No. 37.02), parallel with and 50' distant as measured at right angles from Course No. 1 above, passing through a concrete monument set at the intersection of this Course with the previously dedicated easterly right-of-way line of the aforementioned Perryville Road at a distance of 24.59' from the termination of this Course, North, eighty-nine degrees, forty-six minutes, fifty-four seconds, West ($N 89^{\circ}46'54'' W$), a total distance of four hundred fifty-two and ten one-hundredths feet ($452.10'$) to a railroad spike set for a corner to the same in the aforementioned Perryville Road; thence,

14.) along the said Perryville Road, North, zero degrees, thirteen minutes, six seconds, East ($N 00^{\circ}13'06'' E$), a total distance of fifty and zero one-hundredths feet ($50.00'$) to the point and place of beginning and containing a total gross acreage of 44.2791 acres \pm (1,928,799.05 ft.), being the same more or less as surveyed by Robert C. Bogart and Associates in February of 2001.

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

The above-described tract of land fully shown on a map entitled "Title Survey for the Township of Union-Anita Jane Manzione Farm Acquisition Parcel" as prepared by Robert C. Bogart and Associates, map dated February, 2001.

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.

Title search performed by Commonwealth Land Title Insurance Company of New Jersey, issued by Cortes and Hay, Inc. on February, 2001.

Subject to and /or together with a 30' x 100' sight triangle easement previously set forth in Deed Book 819, Page 670.

Subject to and /or together with a 30' x 100' sight triangle easement previously set forth in Deed Book 819, Page 674.

Subject to and/or together with such facts, rights, privileges, conveyances and/or conditions, if any, as previously set forth in the following deed book and pages:

Grant to New Jersey Power & Light Company as in Deed Book 425, Page 445.
Grant to New Jersey Power & Light Company as in Deed Book 425, Page 447.
Easement and receipt as contained in Deed Book 475, Page 142 and Deed Book 481, Page 303.
Subject to and/or together with a 50' wide roadway as recited in Deed Book 819, Page 670 and Deed Book 819, Page 674.
Restrictions as in Deed Book 857, Page 854.
Road Easement as in Deed Book 857, Page 854.

Subject to and/or together with the rights and/or conditions, if any, of that portion of a 50' wide New Jersey Power & Light Company Transmission Line Easement along with two 25' wide trim easements easterly and westerly there of said 50' wide transmission line easement as situated in, along, across and/or near the easterly portion of lands (Block 25, Lot 37.09) as described above.

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 this property.

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

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

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

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 ground during field observations. 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 1-800-272-1000 for appropriate utility markout).

Ground level measurements as observed in the field at the time of the survey have been reduced to sea level (NJ GRID- NAD'83) values to calculate P.O.B. coordinate values, GPS observations for this site were conducted by Thomas L. Yager & Associates (Clinton, New Jersey) in December, 2000.

Excepting and reserving from the above the rights of the public in the use of that portion of the previously dedicated right-of-way of Perryville Road running along Courses No. 1, 12, and 14 above, being more fully described as follows:

Beginning at a railroad spike set for a corner in the aforementioned Perryville Road, corner to land of Gary B. Wiklund (Block 25, Lot No. 37.03), said railroad spike set also being the beginning point for lands as described above; and running thence,

1.) along land of Gary B. Wiklund (Block 25, Lot No 37.03), following along a portion of Course No. 1 in the above description, South, eighty-nine degrees, forty-six minutes, fifty-four seconds, East (S 89°46'54" E), a distance of twenty-one and five one-hundredths-feet (21.05') to a concrete monument set at the intersection of the same with the previously dedicated easterly right-of-way line of said Perryville Road; thence,

2.) through lands as described above, along the previously dedicated easterly right-of-way line of said Perryville Road parallel with and 25' distant as measured at right angles from the centerline of the same, on a curve to the right with a radius of 1025.00; an arc distance of 50.13' and having a chord bearing and distance of South, three degrees, fifty minutes, seven seconds, East (S 03°50'07" E) a distance of fifty and thirteen one-hundredths feet (50.13') to a concrete monument set at the intersection of the same with land of Timothy Rhinesmith (Block 25, Lot No. 37.02); thence,

3.) along land of Timothy Rhinesmith (Block 25, Lot No. 37.02), following along a portion of Course No. 13 in the above description, North, eighty-nine degrees, forty-six minutes, fifty-four seconds, West (N 89°46'54" W), a distance of twenty-four and fifty-nine one-hundredths feet (24.59') to a railroad spike set for a corner to the same in the aforementioned Perryville Road, said railroad spike being located at the termination of said Course No. 2 above; thence,

4.) along said Perryville Road, following along Course No. 14 in the above description, North, zero degrees, thirteen minutes, six seconds, East (N 00°13'06" E), a distance of fifty and zero one-hundredths feet (50.00') to the point and place of beginning and containing 0.0264 acre ± (1,151.28 Sq. Ft.), being the same more or less as surveyed by Robert C. Bogart and Associates in February of 2001, said right-of-way area for Perryville Road being 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 said Perryville Road (formerly County Route #635) from the County of

Hunterdon County 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 on September 21, 1982.

Subject to and/or together with the rights and conditions of a 2.0000 acres \pm residential exclusion area (non-severable easement exception) within the above described tract of land, being more fully described as follows:

Beginning at a point in line of land of John D. Kulick (Block 25, Lot No. 37.05), said point being located in and along Course No. 12 in the above description on a tie distance of two hundred seventy-two and five one-hundredths feet (272.05') in a reverse direction from the termination of the same; and running thence,

1.) along a newly created residential exclusion area easement line through lands of Anita Jane Manzione (Block 25, Lot No. 37.09) as described above, North, eighty-five degrees, fourteen minutes, forty-six seconds, East (N 85°14'46" E), a distance of three hundred and zero one-hundredths feet (300.00') to a corner to the same; thence,

2.) through the same, South, zero degrees, thirteen minutes, six seconds, West (S 00°13'06" W), a distance of two hundred ninety-one and fifty one-hundredths feet (291.50') to a corner to the same in line of land of Link's Robin Hill Farm, Inc. (Block 25, Lot No. 37), said corner being located in and along Course No. 11 in the above description on a tie distance of six hundred seventy-six and forty-five feet (676.45') from the commencement of the same; thence,

3.) along land of Link's Robin Hill Farm, Inc. (Block 25, Lot No. 37), following along a portion of Course No. 11 above, South, eighty-five degrees, fourteen minutes, forty-six seconds, West (S 85°14'46" W), a distance of three hundred and zero one-hundredths feet (300.00') to a 5/8" iron rebar found for a corner to the same at the termination of said Course No. 11, said corner being located in line of land of Robert F. Gadow (Block 25, Lot No. 37.06); thence,

4.) along separate lands of Robert F. Gadow (Block 25, Lot No. 37.06) and John D. Kulick (Block 25, Lot No. 37.05), following along a portion of Course No. 12 in the above description, North, zero degrees, thirteen minutes, six seconds, East (N 00°13'06" E), a distance of two hundred ninety-one and fifty one-hundredths feet (291.50') to the point and place of beginning and containing 2.0000 acres \pm (87,120.91SF) being the same more or less as calculated by Robert C. Bogart and Associates in February of 2001.

robert c. bogart & associates

Description of Anita Jane Manzione Farm Acquisition Parcel

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The above description was written pursuant to a survey of property designated as Block 25, Lot No. 37.09, on the Municipal Tax Map of Union Township, County of Hunterdon, State of New Jersey. Said survey was prepared by Robert C. Bogart and Associates, February 14, 2001 and is marked as file UCMANZIONE.

 P.L.S.

02/14/2001
Date

Howard C. Lopshire, N.J.P.L.S., G.S. #26803
Professional Land Surveyor
Robert C. Bogart and Associates
Annandale, New Jersey 08801

HCL/dw

SCHEDULE "B"

to

Deed from Anita Jane Manzione, single, to Township of Union

Pre-existing nonagricultural uses:

(none)

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entirely consistent with State statutes, State administrative regulations and the policies and practices of the State Agriculture Development Committee; and

WHEREAS, it is the intention of Union Township to acquire a development easement from Grantor in a fashion consistent with, and pursuant to, terms which will reserve a right and opportunity on the part of the Grantee to enroll the easement through the County of Hunterdon in the State of New Jersey Agriculture Retention and Development Program at some future time according to rules, regulations and policies of the State Agriculture Development Committee then in effect; and

WHEREAS, this deed of easement presently recites that the State Agriculture Development Committee ("Committee") may exercise certain rights and prerogatives with respect to the within easement in anticipation of, and solely in order to facilitate, the possible enrollment of this easement at a future date in the State of New Jersey Agriculture Retention and Development Program, it being explicitly understood that any such rights and prerogatives of said Committee are inchoate and shall not actually be exercised until such time as an easement for the property is in fact enrolled in the aforesaid State Program by the Grantee conveying a deed of easement to the County of Hunterdon and by the Committee providing the County with a cost share grant for the acquisition of the deed of easement pursuant to N.J.S.A. 4:1C-11 et seq.

NOW, THEREFORE, THE GRANTOR, GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL OR LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGN PROMISE 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 grazing.
3. 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 of Easement the nonagricultural uses indicated on the attached **Schedule B** existed on the Premises. All other nonagricultural uses are prohibited except as 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 Grantec 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.

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.

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. A) At the time of this conveyance, Grantor has no existing single family residential buildings(s) on the Premises and no residential buildings(s) 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.

B) Grantor, their heirs, executors, administrators, personal or legal representatives, successors and assigns may use and maintain the **Residential Exclusion Area**, as described in the attached **Schedule A** (non-severable easement exception) containing **two (2) acres** for agricultural, residential and recreation uses subject to the following conditions:

- i. Grantor hereby acknowledges notice that there are presently or may in the future be farm uses in close proximity to the above-described Exception Area/Residential Exclusion Area from which emanate noise, odors, dust and fumes associates with lawful agricultural practices permitted under applicable Right to Farm Laws, regulations and Ordinances and, by acceptance of this conveyance, Grantor does hereby waive objections to such activities.

- ii. The exception area cannot be severed (i.e., subdivided from the premises as a separate lot).
- iii. One single-family residential unit may be constructed in the Exception Area.
- iv. Non-agricultural activities that negatively impact the farming operations are prohibited.

14. Grantor may construct any new buildings for agricultural purposes. The construction of any new building 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 the Committee.
- iii. No residential 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 purposes of this Deed of Easement:

- a. "Residential dwelling site opportunity" means the potential to construct a residential unit and other appurtenant structures on the Premises in accordance with N.J.A.C. 2:76-6.17.
- b. "Residual dwelling site" means the location of the residential unit and other appurtenant structures.
- c. "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.

d. "Use for agricultural purposes" as related to the exercise of a residual dwelling site opportunity and the continued use of the residential unit constructed thereto, means at least one person residing in the residential unit shall be regularly engaged in common farmsite activities on the Premises 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, water management and grazing.

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 division of the land shall be permitted without the approval in writing of the Grantee and the Committee. In order for the Grantor to receive approval, the Grantee and the Committee must find that the division shall be for an agricultural purpose and result in agriculturally viable parcels. Division means any division of the Premises, for any purpose, subsequent to the effective date of this deed of easement.

i. For the purposes of this deed of easement, "Agriculturally viable parcel" means that each parcel is capable of sustaining a variety of agricultural operations that yield a reasonable economic return under normal circumstances, solely from each parcel's agricultural output.

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 Union Township, if appropriate, or 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.

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 word, "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, and in the event that the County of Hunterdon has acquired this Deed of Easement from the Grantee with a cost share grant from the Committee, the County shall reimburse the Committee at a certain percentage of the value of the development rights as determined at the time the County conveys the development rights. The actual percentage of reimbursement by the County shall be determined according to the percentage of cost sharing between the County and the Committee at the time the Grantee assigns the Deed of Easement to the County and the Committee provides the County with a cost sharing grant.

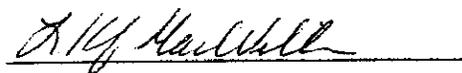
23. That portion of the net proceeds representing the value of the land only (and not the value of the improvements), of a condemnation award or other disposition of the Premises following termination of this Deed of Easement, as permitted pursuant to N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, shall be distributed among the Grantor and the Grantee in shares in proportion to the fair market value of their interests in the Premises on the date of execution of this Deed of Easement. For this purpose, the Grantee's allocable share of the proceeds shall be the net proceeds multiplied by a fraction, the numerator of which is the fair market value of the development easement as certified by the Committee at the time of the initial acquisition and the denominator of which is the full fair market value of the unrestricted Premises as certified by the Committee at the time of the initial acquisition, which is identified as 5,700/9,000. Furthermore, if the Grantee conveys this deed of easement to the County of Hunterdon and the Committee provides for a cost-share grant to the County for the acquisition of the deed of easement, the County's proceeds in the event of a condemnation shall be distributed between the County and the Committee in shares in proportion to their respective cost share grants on the date the Committee provides a cost-share grant to the County for the acquisition of the deed of easement. The Grantee and the County shall use their share of the proceeds in a manner consistent with the provisions of N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32.

24. Grantor understands and accepts that Grantee may, at its sole option, apply to the County of Hunterdon to have this easement enrolled for participation in the State of New Jersey Agriculture Retention and Development Program as administered by the State Agriculture Development Committee. It is the intention of Grantor to convey to Grantee, by this present instrument, all of the rights which would have to be conveyed under N.J.S.A. 4:1C-11, et seq. and under N.J.A.C. 2:76-1.1, et seq. in order to qualify this easement for participation in the State Program. Grantor hereby agrees and undertakes to cooperate with Grantee in any appropriate aspect of the State application process and to execute any necessary papers presented by the State or by Grantee in connection therewith. Grantor hereby consents to the assignment of any of Grantee's rights, title, interest and obligations hereunder to the County of Hunterdon and the State Agriculture Development Committee. Grantee stipulates that any rights and prerogatives which this deed of easement extends to the Committee (which entity is neither a party to this conveyance nor to any of the negotiations and agreements leading up to same) are inchoate and shall not be exercised unless and until the Grantee makes such assignment or conveyance to the County of Hunterdon and the Committee provides the County with a cost share grant for the acquisition of the deed of easement pursuant to N.J.S.A. 4:1C-11 et seq.

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.

IN WITNESS WHEREOF, the Grantor signs this deed of easement as of the top of the first page.

WITNESS:



Anita Jane Manzione

STATE OF NEW JERSEY :
 : SS
COUNTY OF HUNTERDON :

I CERTIFY that on April 26, 2001, **Anita Jane Manzione, single**, personally came before me and acknowledged under oath to my satisfaction, that this 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 the original deed of easement was **\$240,840.39**.


LORI KOPF MAC WILLIAM
An Attorney-at-Law of New Jersey

ACCEPTANCE BY GRANTEE

THE UNDERSIGNED, being Mayor of the Township of Union, and acting on the authority of the governing body of the Township of Union does, hereby accept and approve of the foregoing deed of easement.

ACCEPTED AND APPROVED this 26th day April, 2001.

Attest:


K. Judith Fabian, Clerk


Rob Haynes, Mayor

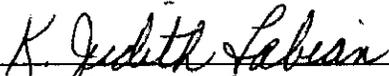
STATE OF NEW JERSEY :

: SS

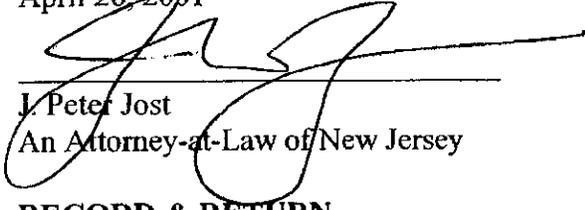
COUNTY OF HUNTERDON :

I CERTIFY that on April 26, 2001, **K. Judith Fabian**, personally can before me and this person acknowledged under oath, to my satisfaction, that:

- a. this person is the Clerk of the Township of Union, a municipal corporation and body politic, named in the attached deed of easement;
- b. this person is the attesting witness tot he signing of this deed of easement by the proper officer who is **Rob Haynes**, the Mayor of Union Township;
- c. this deed of easement was signed and delivered by the Township as its voluntary act duly authorized by a proper resolution of the Township Committee;
- d. this person knows the proper seal of the Township which was affixed to this deed of easement; and
- e. this person signed this proof to attest to the truth of these facts.


K. Judith Fabian, Clerk

Signed and sworn to before me on
April 26, 2001


J. Peter Jost
An Attorney-at-Law of New Jersey

RECORD & RETURN

J. Peter Jost, Esq.
65 West Main Street
P.O. Box 5389
Clinton, New Jersey 08809

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

OR
PARTIAL EXEMPTION
(c. 176, P.L. 1975)

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 \$	<u>240,840.39</u>
Realty Transfer Fee \$	<u>2</u>
Date	<u>5/2/01</u> By <u>AMS</u>

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

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

Deponent Anita Jane Manzione, being duly sworn according to law upon his/her oath
(Name)

deposes and says that he/she is the Grantor in a deed dated 4/26/01
(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

transferring real property identified as Block No. 25 Lot No. 37.09

located at 72 Perryville Road, (Union Township), Pittstown, Hunterdon
(Street Address, Municipality, County)

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 \$ 240,840.39

(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.

By or to the United States of America, this State, or any instrumentality, agency or subdivision thereof.

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

B) **BLIND** (See Instruction #8.)
 Grantor(s) legally blind. *
 One- or two-family residential premises.
 Owned and occupied by grantor(s) at time of Sale.
 No joint owners other than spouse or other qualified exempt owners.

DISABLED (See Instruction #8.)
 Grantor(s) permanently and totally disabled.*
 One- or two-family residential premises.
 Receiving disability payments.
 Owned and occupied by grantor(s) at time of sale.
 Not gainfully employed.
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.
 Meets Income Requirements of Region.
 Reserved for Occupancy.
 Subject to Resale Controls.

D) **NEW CONSTRUCTION** (See Instruction #9.)
 Entirely new improvement.
 Not previously used for any purpose.
 Not previously occupied.

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 26th day of April, 2001

Anita Jane Manzione Anita Jane Manzione
Name of Deponent (sign above line) Name of Grantor (type above line)

72 Perryville Road 72 Perryville Road
Pittstown, NJ Pittstown, NJ
Address of Deponent Address of Grantor at Time of Sale

Lori Kopf Mac Will
An Attorney-at-law
of New Jersey

FOR OFFICIAL USE ONLY	
Instrument Number	<u>8314317</u> County <u>Hunterdon</u>
Deed Number	<u>8314317</u> Book <u>Page</u>
Deed Dated	<u>4/26/01</u> Date Recorded <u>5/2/01</u>

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. 18:16 - 8.12)
TRIPLICATE - Pink Copy is your file copy.



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