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|---------------------|-----------------|
| COUNTY OF HUNTERDON |                 |
| CONSIDERATION       | 3,190,000.00    |
| REALTY TRANSFER FEE | F               |
| DATE                | 05-28-99 BY 288 |

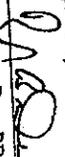
B1211P0730

102-DEED - BARGAIN AND SALE  
CORP. TO IND. OR CORP. - Plain Language

D 6 VST-1

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One Commerce Drive, Cranford, N.J. 07016

# DEED

Prepared by: (Print preparer's name below signature)  
  
 RAYMOND B. DRAKE, ESQ.

This Deed is made on May 26, 1999  
 BETWEEN GUARANTEE LAND IMPROVEMENT CO.

a corporation of the state of New Jersey  
 having its principal office at 26 Baptist Church Road, Hampton, New Jersey 08827  
 referred to as the Grantor,

AND BOARD OF RECREATION COMMISSIONERS, County of Hunterdon, having  
 its principal office at 1020 Highway 31, Lebanon, New Jersey and  
 TOWNSHIP OF UNION, County of Hunterdon, a Municipal Corporation,  
 with an undivided 2/3 interest and undivided 1/3 interest,  
 respectively, as tenants in common

whose post office address is 140 Perryville Road, Hampton, New Jersey 08827  
 referred to as the Grantee.

The word "Grantee" shall mean all Grantees listed above.  
 Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property  
 described below to the Grantee. This transfer is made for the sum of THREE MILLION ONE HUNDRED  
 NINETY THOUSAND (\$3,190,000.00) DOLLARS--  
 The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Township of Union  
 Block No. 19 Lot No. 12 Account No.  
 No property tax identification number is available on the date of this Deed. (Check box if applicable.)  
 Property. The property consists of the land and all the buildings and structures on the land in  
 the Township of Union  
 County of Hunterdon and State of New Jersey. The legal description is:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

SCHEDULE "A"

B1211 P0731

LEGAL DESCRIPTION

robert c. bogart & associates

DESCRIPTION OF BLOCK 19, LOT 12  
TOWNSHIP OF UNION  
HUNTERDON COUNTY, NEW JERSEY

Beginning at a 3/4" reinforcing rod with cap set for a corner in the existing southerly right-of-way of Conrail Railroad (formerly Lehigh Valley Railroad Co. - Main Line), said reinforcing rod set marks a common corner to Block 19, Lot 12.03, said reinforcing rod set having New Jersey State Plane Coordinate Zone (NAD 83) coordinates of North, 656,835.4037, and East, 354,850.0806, and running; thence,

(1) along the southerly right-of-way line of Conrail Railroad on a curve to the right, having a radius of 7,082.00', an arc length of 863.65', a chord bearing of South, seventy-two degrees, twenty-four minutes, fifty-six seconds East, (S 72°24'56" E), and a chord distance of 863.12' to a 3/4" reinforcing rod with cap set for a common corner and point of tangency (P.T.) on the same; thence,

(2) still along the same, South, sixty-eight degrees, fifty-five minutes, fifteen seconds East, (S 68°55'15" E), a distance of five hundred eighty and forty-eight hundredths feet (580.48') to a 3/4" reinforcing rod with cap set for a corner on the same, said reinforcing rod set being a common corner to Block 19, Lot 12.04; thence,

(3) leaving the southerly right-of-way line of Conrail Railroad and along the line of land of Block 19, Lot 12.04, South, eighteen degrees, zero minutes, twenty seconds East, (S 18°00'20" E), a distance of four hundred seventy-seven and fifty-three hundredths feet (477.53') to a 3/4" reinforcing rod set for a common corner to the same; thence,

(4) still along the same, South sixty-two degrees, fifty-three minutes, two seconds East, (S 62°53'02" E), a distance of fifty-four and twenty-two hundredths feet (54.22') to a 3/4" reinforcing rod with cap set for a common corner to the same; thence,

(5) still along the same, South, forty-three degrees, six minutes, twenty-three seconds East, (S 43°06'23" E), a distance of thirty-seven and three hundredths feet (37.03') to a 3/4" reinforcing rod with cap set for a common corner to the same; thence,

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Description of Block 19, Lot 12  
Township of Union, Hunterdon County, NJ  
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- (8) still along the same, North, sixty-five degrees, thirty-six minutes, fifteen seconds East, (N 65°36'15" E), a distance of one hundred eighty and zero hundredths feet (180.00') to a 1/4" reinforcing rod with cap set for a common corner to the same; thence,
- (9) still along the same, North, twenty-five degrees, fifty-five minutes, twenty-five seconds East, (N 25°55'25" E), a distance of ninety-four and eight hundredths feet (94.08') to a 1/4" reinforcing rod with cap set for a common corner to the same; thence,
- (10) still along the same, North, seventy-one degrees, twenty-two minutes, twenty-five seconds East, (N 71°22'25" E), a distance of one hundred ten and thirty hundredths feet (110.30') to a 1/4" reinforcing rod with cap set for a common corner to the same; thence,
- (11) still along the same, North, eighty-nine degrees, twelve minutes, twenty-five seconds East, (N 89°12'25" E), a distance of sixty-four and thirty-two hundredths feet (64.32') to a 1/4" reinforcing rod with cap set for a common corner to the same; thence,
- (12) still along the same, South, seventy-six degrees, fifty-seven minutes, thirty-five seconds East, (S 76°57'35" E), a distance of two hundred one and five hundredths feet (201.05') to a 1/4" reinforcing rod with cap set for a common corner to the same; thence,
- (13) still along the same, South, fifty-nine degrees, fifty-four minutes, thirty-five seconds East, (S 59°54'35" E), a distance of two hundred sixty-six and sixty-five hundredths feet (266.65') to a 1/4" reinforcing rod with cap set for a common corner to the same; thence,
- (14) still along the same, South, forty-seven degrees, twenty-seven minutes, thirty-five seconds East, (S 47°27'35" E), a distance of one hundred twenty-three and three hundredths feet (123.03') to a 1/4" reinforcing rod with cap set for a common corner to the same; thence,
- (15) still along the same, North, thirty-four degrees, fifty-two minutes, twenty-five seconds East, (N 34°52'25" E), a distance of one hundred seventy-three and sixty-three hundredths feet (173.63') to a 1/4" reinforcing rod with cap set for a common corner to the same in the aforementioned southerly right-of-way line of Conrail Railroad; thence
- (16) along the southerly right-of-way line of Conrail Railroad, South, sixty-eight degrees, fifty-five minutes, fifteen seconds East, (S 68°55'15" E), a distance of two thousand nine hundred thirty-eight and eighty-four hundredths feet (2,938.84') to a 1/4" reinforcing rod with cap set for a common corner and point of curvature (P.C.) on the same; thence,

robert c. bogart & associates

Description of Block 19, Lot 12  
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(17) still along the same on a curve to the right having an arc length of 1,318.30', a radius of 2,755.00', a chord bearing of South, fifty-five degrees, twelve minutes, forty-five seconds East, (S 55°12'45" E), and a chord distance of one thousand three hundred five and seventy-six hundredths feet (1,305.76') to a 3/4" reinforcing rod with cap set on line of the same; thence,

(18) still along the same, South, forty-one degrees, thirty minutes, fifteen seconds East, (S 41°30'15" E), a distance of twenty-nine and sixty-eight hundredths feet (29.68') to a P.K. nail with washer set in or near the centerline of Hunterdon County Route 625; thence,

(19) along the existing centerline of Hunterdon County Route 625, South, thirty-seven degrees, forty-three minutes, forty-one seconds West, (S 37°43'41" W), a distance of three hundred forty-three and twenty-four hundredths feet (343.24') to a P.K. nail with washer set for a corner in the same, said P.K. nail set being a common corner to Block 19, Lot 2; thence,

(20) leaving the existing centerline of Hunterdon County Route 625 and along the line of land of Block 19, Lot 2, [passing through a 1/2" iron pipe found on line at a distance of 32.96' from the beginning of this Course], South, eighty-six degrees, forty minutes, twelve seconds West, (S 86°40'12" W), a total distance of five hundred thirty-six and zero hundredths feet (536.00') to a 1/2" reinforcing rod with cap set for a common corner to the same; thence,

(21) still along the same, North, four degrees, twenty-one minutes, fifty-four seconds West, (N 04°21'54" W), a distance of three hundred twenty-eight and sixty-eight hundredths feet (328.68') to a 1/2" reinforcing rod with cap set for a common corner to the same; thence,

(22) still along the same, South, eighty-five degrees, twenty-three minutes, six seconds West, (S 85°23'06" W), a distance of one thousand seventy-three and fifty hundredths feet (1,073.50') to a 3/4" iron pipe found for a common corner to the same; thence,

(23) still along the same, South, four degrees, thirty-seven minutes, thirty-three seconds East, (S 04°37'33" E), a distance of three hundred ninety-eight and twenty-seven hundredths feet (398.27') to a 3/4" reinforcing rod with cap set for a common corner to the same, said reinforcing rod set being a common corner to Block 19, Lot 6; thence,

(24) leaving the line of land of Block 19, Lot 2 and along the line of land of Block 19, Lot 6, South, eighty-five degrees, twenty minutes, fifty-one seconds West, (S 85°20'51" W), a distance of one thousand one hundred seventy-four and forty-seven hundredths feet (1,174.47') to 1/2" reinforcing rod with cap set for a common corner to Block 19, Lot 7; thence,

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Description of Block 19, Lot 12

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(25) along the line land of Block 19, Lot 7, South, eighty-six degrees, fifty-eight minutes, forty-three seconds West, (S 86°58'43" W), a distance of two hundred seventy-one and twenty-six hundredths feet (271.26') to a 4" concrete monument found for a common corner to the same; thence,

(26) along the line of land of Block 19, Lot 7, South, zero degrees, twenty-eight minutes, forty-three seconds West (S 00°28'43" W), a distance of four hundred thirty-two and thirty hundredths feet (432.30') to a ¾" iron pipe found for a common corner to the same and Block 19, Lot 6 in an existing gravel driveway leading to Block 19, Lot 7; thence,

(27) leaving Block 19, Lot 7, along an existing dirt and gravel driveway and along the line of land of Block 19, Lot 6, Block 19, Lot 8, South, fifty-nine degrees, zero minutes, eleven hundredths feet (387.66') to a ½" reinforcing rod with cap set for a corner on the line of land of Block 19, Lot 6, said reinforcing rod set also being a common corner to Block 19, Lot 13; thence,

(28) leaving Block 19, Lot 6 and along the line of land of Block 19, Lot 13, North, seven degrees, nine minutes, twenty-four seconds West (N 07°09'24" W), a distance of six hundred and zero hundredths feet (600.00') to a ¼" reinforcing rod with cap set for a common corner to the same; thence,

(29) still along the same, South, eighty-five degrees, twenty minutes, thirty-six seconds West, (S 85°20'36" W), a distance of three hundred seventy-eight and zero hundredths feet (378.00') to a ¾" iron pipe found for a common corner to the same; thence,

(30) still along the same, South, three degrees, twenty-five minutes, eight seconds East, (S 03°25'08" E), a distance of three hundred twenty-one and ten hundredths feet (321.10') to a ½" iron pipe found for a common corner to the same, said iron pipe found also being a common corner to Block 19, Lot 10; thence,

(31) leaving Block 19, Lot 13 and along the line of land of Block 19, Lot 10, South, thirty-eight degrees, forty-two minutes, eight seconds West, (S 38°42'08" W), a distance of five hundred seven and sixty-six hundredths feet (507.66') to a 1" iron pin found for a common corner to the same; thence,

(32) still along the same, South, seventy-two degrees, fifty-nine minutes, fifty-eight seconds West, (S 72°59'58" W), a distance of two hundred eighty-two and fifty-eight hundredths feet (282.58') to a 1" iron pin found for a common corner to the same; thence,

- (33) still along the same and along the line of land of Block 17, Lot 2.01 and Block 17, Lot 2 [passing through a 1" iron pin found on line at a distance of two hundred seventy-eight and thirty-five hundredths feet (278.35') from the beginning of this Counsel]. South, fifty-one degrees, fifty minutes, forty-two seconds West, (S 51°50'42" W), a total distance of four hundred thirty-three and ninety-five hundredths feet (433.95') to a 1" iron pin found for a common corner to Block 17, Lot 2; thence,
- (34) along Block 17, Lot 2, South, sixty-two degrees, sixteen minutes, twenty-one seconds West, (S 62°16'21" W), a distance of three hundred ten and sixty-seven hundredths feet (310.67') to a 1" iron pipe found for a common corner to the same; thence,
- (35) still along the same, South, fifty-five degrees, thirty-eight minutes, forty-nine seconds West, (S 55°38'49" W), a distance of two hundred fifty and thirty-nine hundredths feet (250.39') to a 1" iron pipe found for a common corner to the same; thence,
- (36) still along the same, South, forty-nine degrees, sixteen minutes, fifty-two seconds West, (S 49°16'52" W), a distance of one hundred one and twenty-six hundredths feet (101.26') to a 1" iron pipe found for a common corner to the same; thence,
- (37) still along the same, South, thirty-four degrees, thirty-seven minutes, two seconds West, (S 34°37'02" W), a distance of four hundred ninety-eight and thirty-six hundredths feet (498.36') to a 2" iron pipe found for a common corner to the same; thence,
- (38) still along the same, South, fifty-one degrees, thirty-two minutes, thirteen seconds West, (S 51°32'13" W), a distance of ninety-eight and fourteen hundredths feet (98.14') to a 1" iron pipe found for a common corner to the same; thence,
- (39) still along the same, South, seventy-one degrees, thirteen minutes, twelve seconds West, (S 71°13'12" W), a distance of three hundred eighty and twenty-six hundredths feet (380.26') to a 3/4" reinforcing rod with cap set for a common corner to the same; thence,
- (40) still along the same, South, sixty-nine degrees, thirty-eight minutes, fourteen seconds West, (S 69°38'14" W), a distance of four hundred and twenty hundredths feet (400.20') to a 1" iron pipe found for a common corner to the same; thence,
- (41) still along the same, South, sixty-six degrees, forty-four minutes, forty-five seconds West, (S 66°44'45" W), a distance of three hundred ninety-seven and eighty-three hundredths feet (397.83') to a 1" iron pipe found for a common corner to the same; thence,

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Description of Block 19, Lot 12  
Township of Union, Hunterdon County, NJ  
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- (42) still along the same, South, seventy-one degrees, eleven minutes, twenty-five seconds West, (S 71°11'25" W), a distance of fifty eight and thirty hundredths feet (58.30') to a railroad spike found for a common corner to the same, in or near the existing centerline of Baptist Church Road; thence,
- (43) along Baptist Church Road, North, five degrees, two minutes, eighteen seconds East, (N 05°02'18" E), a distance of thirty-four and ninety-nine hundredths feet (34.99') to a railroad spike found for a common corner to Block 19, Lot 11.01;
- (44) leaving Baptist Church Road and along the line of land of Block 19, Lot 11.01 and Block 19, Lot 11.10 [passing through a concrete monument at a distance of five hundred thirty-six and forty-one hundredths feet (536.41') from the beginning of this Course], North, sixty-six degrees, six minutes, thirty-three seconds East, (N 66°06'33" E), a total distance of six hundred forty-one and forty-one hundredths feet (641.41') to a concrete monument found for a common corner to Block 19, Lot 11.10; thence,
- (45) along the line of land of Block 19, Lot 11.10, North, seventy degrees, forty-seven minutes, fifty-six hundredths feet (498.96') to a concrete monument found for a common corner to the same; thence,
- (46) still along the same, North, fifty-six degrees, ten minutes, thirty-three seconds East, (N 56°10'33" E), a distance of ninety-two and forty hundredths feet (92.40') to a point for a common corner to the same; thence,
- (47) still along the same, North, nineteen degrees, fifteen minutes, thirty-three seconds East, (N 19°15'33" E), a distance of one hundred twenty and sixty-four hundredths feet (120.64') to a 1/2" reinforcing rod with cap set for a common corner to the same; thence,
- (48) still along the same and along the line of land of Block 19, Lot 11.09 and Block 19, Lot 11.08, North, zero degrees, four minutes, thirty-three seconds East, (N 00°04'33" E), a distance of three hundred ninety-nine and sixty-five hundredths feet (399.65') to a 1/2" reinforcing rod with cap set for a common corner to Block 19, Lot 11.08; thence,
- (49) along the line of land of Block 19, Lot 11.08 and Block 19, Lot 11.07, North, twelve degrees, thirty-four minutes, thirty-three seconds East, (N 12°34'33" E), a distance of three hundred six and seventy-six hundredths feet (306.76') to a 1/2" reinforcing rod with cap set for a common corner to Block 19, Lot 11.07; thence,

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Description of Block 19, Lot 12  
Township of Union, Hunterdon County, NJ

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- (50) along the line of land of Block 19, Lot 11.07, North, three degrees, thirty-five minutes, twenty-seven seconds West, (N 03°35'27" W), a distance of one hundred ninety eight and sixty-six hundredths feet (198.66') to a 1/4" reinforcing rod with cap set for a common corner to the same; thence,
- (51) still along the same, South, eighty-five degrees, twenty-one minutes, thirty-three seconds West (S 85°21'33" W), a distance of six hundred seventy-seven and sixty-three hundredths feet (677.63') to a 1/4" reinforcing rod with cap set for a common corner to the same; said reinforcing rod set being on the line of land of Block 19, Lot 11.06; thence,
- (52) along the line of land of Block 19, Lot 11.06 and along Baptist Church Road, North, four degrees, seventeen minutes, forty-eight seconds West, (N 04°17'48" W), a distance of one thousand nine hundred seventeen and ninety-six hundredths feet (1,917.96') to a P.K. nail with washer set for a common corner to Block 19, Lot 12.09; thence,
- (53) leaving Baptist Church Road and along the line of land of Block 19, Lot 12.09, (passing through a 1/2" iron pipe found on line at a distance of 31.50' from the beginning of this Course), North, eighty-five degrees, forty-one minutes, fifty seconds East, (N 85°41'50" E), a total distance of three hundred fifty-four and zero hundredths feet (354.00') to a point for a common corner to the same; thence,
- (54) still along Block 19, Lot 12.09 and Block 19, Lots 12.08, 12.07, 12.06 (passing through 1/2" iron pipes found at a distance of 0.90', 400.00', 600.00' from the beginning of this Course), North, four degrees, eighteen minutes, ten seconds West, (N 04°18'10" W), a total distance of six hundred ninety-one and zero hundredths feet (691.00') to a 1/4" reinforcing rod with cap set for a corner on line of Block 19, Lot 12.06, said reinforcing rod set also being a common corner to Block 19, Lot 12.10; thence,
- (55) leaving the line of land of Block 19, Lot 12.06 and along the line of land of Block 19, Lot 12.10, North, sixty-nine degrees, twenty-eight minutes, fifty-five seconds East, (N 69°28'55" E), a distance of three hundred two and twenty-three hundredths feet (302.23') to a 1/4" reinforcing rod with cap set for a common corner to Block 19, Lot 12.10; thence,
- (56) along the line of land of Block 19, Lot 12.10, North, four degrees, eighteen minutes, ten seconds West, (N 04°18'10" W), a distance of five hundred fourteech and sixty hundredths feet (514.60') to a 1/4" reinforcing rod with cap set for a common corner to the same; thence,

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Description of Block 19, Lot 12  
Township of Union, Hunterdon County, NJ

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(57) still along the same and along the line of land of Block 19, Lot 12.11, (passing through a 1/2" reinforcing rod found at a distance of 290.21' from the beginning of this Course), South, eighty-five degrees, forty-one minutes, fifty-one seconds West, (S 85°41'51" W), a total distance of six hundred forty-four and twenty-one hundredths feet (644.21') to a P.K. nail with washer set in the aforementioned Baptist Church Road; thence,

(58) along Baptist Church Road, North, four degrees, eighteen minutes, twenty-seven seconds West, (N 04°18'27" W), a distance of two hundred seventy-nine and seventy-one hundredths feet (279.71') to a P.K. nail with washer set for a common corner to Block 19, Lot 12.01, said P.K. nail set also marks the most northwesterly corner of an existing fifty foot (50') wide driveway access easement leading to Block 19, Lot 12.04; thence,

(59) leaving Baptist Church Road along the line of land of Block 19, Lot 12.01 and along the northerly side of the aforementioned fifty foot (50') wide driveway access easement (passing through 1/2" iron pipe found on line at a distance of 26.02' from the beginning of this Course), North, seventy-four degrees, thirty-six minutes, forty-seven seconds East, (N 74°36'47" E), a total distance of two hundred eighty-three and thirty hundredths feet (283.30') to a 1/2" iron pipe found for a common corner to the same; thence,

(60) still along the line of land of Block 19, Lot 12.01 and along the line of land of Block 19, Lot 12.02, Block 19, Lot 12.03 (passing through 1/2" iron pipes found at a distance of 251.49' and 557.55' from the beginning of this Course), North, four degrees, sixteen minutes, forty-eight seconds West, (N 04°16'48" W), a distance of seven hundred seventy-seven and twenty-four hundredths feet (777.24') to the point and place of beginning.

Containing 354.37 Acres, more or less, as surveyed by William G. Bergh, N.J.P.L.S., GS #23946 for Robert C. Bogart and Associates, Ammandale, New Jersey, February 1999.

All bearings herein refer to the New Jersey State Plane Coordinate System - New Jersey State Plane Zone (NAD 83).

Being Block 19, Lot 12 as shown on the Union Township Tax Map Sheet 6, 8.

Subject to an easement granted to the Lehigh Valley Railroad Company located in the northeasterly portion of the above described Block 19, Lot 12 adjacent to Hunterdon County Railroad of New Jersey, "dated June 30, 1917, drawing # V.3.50.

The title line located along Block 17, Lot 6 and Block 17, Lot 8 was established from monumentation found. Deed Book 1028, Page 454 refers to a wood stake and a stone monument

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Robert C. Bogart & Associates

Description of Block 19, Lot 12

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located on the line of land of A.F. Hoffman. Both referenced points are described as being on the "southerly side of a dirt road". The wood stake and stone monument were not found in the field. Deed Book 1028, Page 454 makes no reference to additional corner monumentation to establish the location of Block 17, Lot 8.

Subject to the rights of others for ingress/egress to Block 19 Lots 6, 7 & 8 over an existing dirt and gravel driveway located partially along Course 27 above.

Subject to a reservation of a 10' wide strip of land to be used as a portion of a future right-of-way for ingress and egress from subject premises to Baptist Church Road, including maintenance agreement concerning same as set forth in Deed Book 818, page 134.

Subject together with the use of a 50' wide right-of-way for ingress and egress from subject premises to Baptist Church Road, including maintenance agreement concerning same as set forth in Deed Book 818, page 134.

Subject to the rights of the public in Hunterdon County Route 625 and Baptist Church Road along Courses 19, 43, 52 & 58 above.

Subject to an existing drainage swale located on adjoining Block 19, Lot 2.

Subject to an existing drainage swale located on adjoining Block 19, Lot 11.08 and Block 19, Lot 11.07.

Subject to an existing drainage swale located on adjoining Block 19, Lot 13.

Subject to the restrictions as in Deed Book 818, page 134.

Subject to an agreement regarding barns on adjoining property as set forth in Deed Book 818, page 134.

Subject to utility consumer type distribution line easements of record.

Subject to an easement to New Jersey Power & Light Co. as in Deed Book 476, page 296.

Subject to the New Jersey Telephone Co. as in Deed Book 748, page 589.

Subject to a Fence Agreement and Release as in Deed Book 262, page 464.

Subject to a grant to Jersey Central Power & Light Co. and New Jersey Telephone Co. as in Deed Book 795, page 425.

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Description of Block 19, Lot 12  
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Subject to a grant to United Telephone Company of New Jersey and Jersey Central  
Power & Light Co. as in Deed Book 1060, page 1058.

*William G. Berg*  
 William G. Berg, N.J.P.L.S. GS #23946  
 Robert C. Bogart and Associates  
 1325 Route 31  
 Annandale, New Jersey 08801

*May 20, 1999*  
 Date

WGB/je

J. PETER JOST  
ATTORNEY AT LAW  
65 WEST MAIN STREET  
P. O. BOX 5389  
CLINTON, NEW JERSEY 08809-0389

(908) 735-8876  
FAX (908) 735-7836

January 2, 2002

TOWNSHIP OF UNION  
HUNTERDON COUNTY

JAN 7 - 2002

MNCPL CLERK'S OFFICE

K. Judith Fabian, Clerk  
Township of Union  
140 Perryville Rd.  
Hampton, New Jersey 08827

Re: **Hoffman Park (Spruce Run Overlook Acquisition)**  
**Block 19, Lot 12**

Dear Judy:

I enclose an originally-signed copy of the Green Acres Project Agreement for the Township's file. You will want to keep this original in a safe place, together with other important Township documents.

Will you kindly acknowledge receipt of the enclosed by signing the extra copy of this letter and returning it to me in the envelope provided.

Very truly yours,

J. Peter Jost

JPJ/dal  
Encs.

Received on this \_\_\_\_\_ day of January, 2002.

Prepared By:

*Margaret Waldock*  
Margaret Waldock

Green Acres Program  
Department of Environmental Protection  
(609) 984-0570

**GREEN ACRES PROJECT AGREEMENT**  
BETWEEN  
THE STATE OF NEW JERSEY  
BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
UNION TOWNSHIP  
HUNTERDON COUNTY

\_\_\_\_\_ Green Acres Copy  
\_\_\_\_\_ Local Unit Copy

File No. 1025-99-016  
Dated: 11/29/01

THE STATE OF NEW JERSEY  
BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GREEN ACRES PROGRAM

GREEN ACRES PROJECT AGREEMENT

BETWEEN Union Township  
Hunterdon County  
having its office at 140 Perryville Road  
Hampton, NJ 08827

hereinafter "Local Unit", and the State of New Jersey by the Department of Environmental Protection, Green Acres Program, P O BOX 412, Trenton, New Jersey 08625-0412, hereinafter "State",

WITNESSETH:

WHEREAS, Local Unit has submitted an application to the State for financial assistance under the Green Acres Program; and

WHEREAS, Local Unit has agreed to hold and use the premises hereinafter described in accordance with the rules adopted by the State (N.J.A.C. 7:36-1 et seq.); and

WHEREAS, the State has reviewed said application and has found it to be in conformance with the scope and intent of the Green Acres Program and has approved Local Unit's request for funding;

NOW, THEREFORE, in consideration of the award of funding, and in accordance with the application heretofore filed, the State and Local Unit agree to perform in accordance with the provisions, terms and conditions set forth in this Project Agreement.

**PROJECT PERIOD**

The project period shall begin on the earliest of the following dates: (1) The date of the letter from the State notifying the Local Unit of the amount of the Green Acres funding award; (2) The date of the at-risk authorization provided by the Green Acres Program under N.J.A.C. 7:36-1 et seq.; or (3) The date on which the Local Unit first incurred allowable project costs under N.J.A.C. 7:36-1 et seq.; and shall terminate two years from the date this Project Agreement is executed by the last required signatory for the State (unless extended under N.J.A.C. 7:36-1 et seq.).

Upon written request from the Local Unit and establishment of good cause, the State may extend the project period as may be necessary to complete the Approved Project.

APPROVED PROJECT DESCRIPTION

LOCAL UNIT:

Union Township

PROJECT NUMBER:

1025-99-016

TYPE OF PROJECT:

Acquisition

Development

PROJECT TITLE:

Spruce Run Overlook Acquisition - Hoffman Farm

APPROVED PROJECT SCOPE:

Under an at-risk authorization with Hunterdon County, the Township acquired approximately 354 acres of rolling hills, farm fields, and woodland with a view of the Spruce Run Reservoir.

PROJECT LOCATION (a lot and block description of the premises to be acquired or developed):

Block 19, Lot 12  
354 acres  
Union Township, Hunterdon County

ALLOCATION OF PROJECT COST:

|   |    |            |              |
|---|----|------------|--------------|
| Funds directly from Local Unit            | \$ |            |              |
| Donation through Local Unit               | \$ |            |              |
| LOCAL SHARE ( 0 %)                        |    |            |              |
| State Loan (75 %)                         |    | \$ 750,000 | \$           |
| State Grant (25 %)                        |    | \$ 250,000 |              |
| STATE SHARE ( 100 %)                      |    |            | \$ 1,000,000 |
| OTHER SHARE ( 0%)                         |    |            | \$           |
| ESTIMATED TOTAL COST FOR APPROVED PROJECT |    |            | \$ 1,000,000 |

## GENERAL PROVISIONS

### 1. RULES INCORPORATED BY REFERENCE

THE RULES GOVERNING THE GREEN ACRES PROGRAM, WHICH ARE SET FORTH IN N.J.A.C. 7:36-1 ET SEQ. ARE HEREBY INCORPORATED INTO THIS AGREEMENT BY REFERENCE, AS IF SET FORTH HEREIN IN THEIR ENTIRETY.

### 2. PROJECT ADMINISTRATION

- a) Local Unit agrees to provide all funds in excess of the State share necessary for completion of the Approved Project and to complete the Approved Project in accordance with this Project Agreement.
- b) Local Unit shall submit all development plans to the State for review and approval prior to advertisement for bids.
- c) Local Unit shall award contracts and subcontracts for the Approved Project free from bribery, graft and other corrupt practices. Local Unit shall bear the primary responsibility for the prevention, detection and cooperation in the prosecution of any such conduct. Local Unit shall pursue available judicial and administrative remedies, and take appropriate remedial action with respect to any allegations or evidence of such illegality or corrupt practices. Local Unit shall notify the State immediately after such allegation or evidence comes to its attention, and shall periodically advise the State of the status and ultimate disposition of any such matter.
- d) Local Unit shall award all project contracts in accordance with the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and the rules and regulations adopted pursuant thereto, N.J.A.C. 5:30-14.1 et seq.
- e) Local Unit agrees that it will not enter into a contract for work on the Approved Project with any person debarred, suspended or disqualified from State contracting pursuant to N.J.A.C. 7:1-5.1 et seq.  

LOCAL UNIT SHALL INSERT IN EVERY CONTRACT FOR WORK ON THE APPROVED PROJECT A CLAUSE STATING THAT THE CONTRACTOR MAY BE DEBARRED, SUSPENDED OR DISQUALIFIED FROM CONTRACTING WITH THE STATE IF THE CONTRACTOR COMMITS ANY OF THE ACTS LISTED IN N.J.A.C. 7:1-5.2.
- f) Local Unit, its contractors and subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-2000d-4); the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and the rules and regulations promulgated pursuant thereto.
- g) Local Unit, its contractors and subcontractors shall comply with the provisions of N.J.S.A. 52:32-4 et seq., and the rules and regulations promulgated pursuant thereto, as well as the provisions set forth in the Uniform Construction Code at N.J.A.C. 5:23-7.1 et seq., regarding facilities for the handicapped.
- h) Local Unit shall construct a sign designed to State specifications, which shall be erected and maintained by Local Unit during construction of the Approved Project. Upon completion of the Approved Project, the State will provide a permanent sign, which shall be erected and maintained by Local Unit in a publicly visible location at the Approved Project site.
- i) Local Unit shall maintain and preserve all lands and improvements described herein or any other property subject to Green Acres laws and provide such police protection as may be required.
- j) The Local Unit, its employees, its subcontractors, and its subcontractors' employees shall not engage in any conduct which could be considered a conflict of interest under the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 et seq.

### 3. DISBURSEMENTS

- a) Acquisition project costs allowable for funding may include real estate appraisals; preliminary assessments; land surveys; relocation payments; eligible land costs; and building demolition costs.
- b) Development project costs allowable for funding may include preliminary planning and engineering; engineering plans and specifications, and supervision and inspection; construction costs; incidental costs such as legal, advertising, and permit fees; equipment required to make a facility operational; and ancillary improvements as further described in the Approved Project Scope.
- c) State funds may be disbursed to the Local Unit in amounts required to pay for incurred or anticipated allowable project costs. Local Unit shall provide cost documentation satisfactory to the State certifying that the allowable project costs have or will be incurred.
- d) In those instances where Green Acres Program funding is greater than actual expenditures incurred by the Local Unit, the funding amount will be administratively adjusted by the State to reflect actual expenditures.

### 4. FINANCIAL RECORDS AND AUDITING REQUIREMENTS

- a) All financial records of Local Unit, its contractors and subcontractors shall conform to generally accepted accounting principles.
- b) Local Unit, its contractors and subcontractors shall provide State personnel and its authorized representatives with reasonable access to all facilities and premises, and shall provide access to all records, books, documents and papers pertaining to this Agreement and/or the Approved Project for audit, examination, and copying purposes. Such access shall apply during the performance of the Approved Project and for three years after the later of either final payment or audit resolution. LOCAL UNIT SHALL CITE THIS PROVISION IN ALL PROJECT-RELATED CONTRACTS.
- c) Local Unit shall conduct annual audits in conformance with the Single Audit Act, Federal OMB Circular A-133: "Audits of States, Local Governments, and Non-Profit Organizations", and State OMB Circular 98-07-OMB: "Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid".
- d) Local Unit's account or final payment will be adjusted, if necessary, upon the State's review of the annual audit reports.

### 5. LAND USE RESTRICTIONS

All lands which have been or shall be acquired or developed with Green Acres funds by the Local Unit, as well as all lands held for recreation and conservation purposes by the Local Unit during the "Time of Receipt of Green Acres Funds" shall not be diverted or disposed of for uses other than recreation and conservation purposes without prior approval of the Commissioner and the State House Commission. (See N.J.A.C. 7:36-1 et seq.; N.J.S.A. 13:8A-47(b); and N.J.S.A. 52:20-1.) "Time of receipt of Green Acres funds" means at all times beginning on the date of the letter from the State under N.J.A.C. 7:36-1 et seq. notifying the Local Unit of the amount of the Green Acres funding award and ending on the date of receipt of the first transmittal of Green Acres funds.

The Local Unit agrees to execute and record a separate Declaration, which shall inventory and encumber all lands that it holds for recreation and conservation purposes. Such Declaration shall be prepared by the Local Unit on forms provided by the Green Acres Program, and shall incorporate by reference this Project Agreement, Green Acres laws, and N.J.S.A. 13:8A-1 et seq., and shall contain all other information required by the Green Acres Program. It is to be recorded for the purpose of providing constructive notice of pertinent land use restrictions. Omission of lands from this instrument, or the failure of the instrument to provide actual or constructive notice shall not in any way relieve affected lands from such use restrictions.

For each parcel of land to be acquired under this Project Agreement, the Local Unit shall record a deed containing the following clause:

"It is understood by the seller 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 purchaser 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".

## 6. RELEASE AND INDEMNIFICATION

The Local Unit releases the State from any and all liability and shall assume all risk of and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey and its agents, officials and employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever which shall arise or be claimed to arise from or result directly or indirectly from (1) the work, services or materials provided under this Project Agreement; or (2) any failure to perform the Local Unit's obligations under this Agreement or any improper or deficient performance of the Local Unit's obligations under this Agreement; or (3) the ownership, control or operation of the Approved Project. The provisions of this release and indemnification clause shall in no way limit any obligations of the Local Unit under this Agreement, nor shall they be construed to release the Local Unit from any liability nor preclude the State from taking any other actions available to it under any other provisions of this Agreement or at law.

This duty to indemnify shall continue in full force and effect after the termination or expiration of this Agreement.

LOCAL UNIT SHALL INCLUDE, OR CAUSE TO BE INCLUDED A PROVISION IN ALL CONTRACTS EXECUTED FOR THE PURPOSE OF CARRYING OUT THE APPROVED PROJECT A REQUIREMENT THAT THE CONTRACTORS AND SUBCONTRACTORS PROVIDE THE STATE WITH INDEMNIFICATION PROTECTION AT LEAST AS BROAD AS SET FORTH IN THIS SECTION.

## 7. REMEDIES

- a) In addition to any other rights or remedies available to the State under law, if the Local Unit does not comply with any of the requirements of this Project Agreement, or the Green Acres laws, or if the Local Unit makes any material misrepresentation in the project application and/or the documentation submitted in support of the project application, the State may take any of the following actions as set forth in N.J.A.C. 7:36-9.1(f) or N.J.A.C. 7:36-14.1(f):
1. Issue a written notice of noncompliance directing the Local Unit to take and complete corrective action within 30 days of receipt of the notice.
  2. If the Local Unit does not take corrective action, or if the corrective action taken is not adequate in the judgement of the State, then the State may take any of the following actions:
    - (i) Withhold a grant or loan disbursement or portion thereof.
    - (ii) Terminate the Project Agreement.
    - (iii) Demand immediate repayment of all Green Acres funds that the Local Unit has received.
- b) If the Local Unit fails to comply with any of the provisions of this Agreement, or the Green Acres laws, the State may initiate suit for injunctive relief or to seek specific enforcement, without posting bond, it being acknowledged that any actual or threatened failure to comply will cause irreparable harm to the State and that money damages will not provide adequate remedy.
- c) The State is not required to mitigate any damages to the Local Unit resulting from the Local Unit's noncompliance with the provisions of this Agreement, or the Green Acres laws.
- d) In the event of a breach of this Agreement by the Local Unit, the State shall be entitled to immediate repayment of all Green Acres funds received by the Local Unit and reimbursement of its costs as provided by N.J.A.C. 7:36-9.1 or N.J.A.C. 7:36-14.1

## 8. TERMINATION

- a) Local Unit may unilaterally rescind this Project Agreement at any time prior to Local Unit's initial acceptance of Green Acres funding, whether partial or in full, under this Agreement. After accepting any payment, Local Unit may not terminate, modify or rescind this Agreement without the express written approval of the State.
- b) State may terminate this Agreement at any time if any representation or warranty made herein or in any certifications, reports, plans, financial statements or other information furnished by the Local Unit in connection with this Agreement shall prove to be false or misleading.

**9. MODIFICATION OF PROJECT AGREEMENT**

Minor adjustments to the Approved Project Scope, which do not increase the cost of the Approved Project, may be made at the sole discretion of the Green Acres Program. Authorization of these changes must be in writing from the Green Acres Program and by the Local Unit's Chief Executive Officer.

All other modifications of this Project Agreement must be by formal amendment executed by the Commissioner or Commissioner's designee.

**10. TERM OF PROJECT AGREEMENT**

The term of this Project Agreement is to extend from full execution through the end of the Project Period or completion of the Approved Project, whichever occurs last.

**11. OPTIONAL PROVISIONS IMMEDIATELY FOLLOWING**

**ATTACHED**

Schedule A: Loan Terms and Conditions (Loan Projects Only)

YES  NO

Schedule B: Special Conditions

YES  NO

**12. ATTACHMENT**

Exhibit 1: Declaration

**13. MISCELLANEOUS**

- a) This Project Agreement constitutes the entire agreement and supersedes all prior agreements and understandings both written and oral between the parties with respect to the subject matter hereof and may be executed simultaneously in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.
- b) In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
- c) In the event that any provision of this Agreement should be breached by Local Unit and thereafter waived by the State, such waiver shall be limited to the particular breach so waived by the State and shall not be deemed to waive any other breach by Local Unit.
- d) This Agreement shall not be assigned without the prior written consent of the State.
- e) This Agreement shall be construed and enforced under the laws of the State of New Jersey.
- f) In the event of litigation, Local Unit waives whatever right it may have to trial by jury.
- g) This Agreement shall not merge with, but shall survive execution of any Declaration or Right of Secondary Enforcement.

**SCHEDULE A**

**Loan Terms and Conditions**  
**(Loan Projects Only)**

( ) Page(s)

**SCHEDULE A**  
**LOAN TERMS, CONDITIONS AND REPAYMENT REQUIREMENTS**

- a) State funds shall be disbursed to the Local Unit in such amounts as are required to pay the local government's incurred or anticipated costs for a Acquisition: in advance of closing, or as reimbursement after closing, or after filing a declaration of taking; or, for a Development: in one or more consecutive calendar months that total \$10,000 or more, or quarterly if the amount requested over the course of three consecutive calendar months total less than \$10,000. The Local Unit shall provide satisfactory cost documentation certifying that the eligible, allowable costs have or will be incurred. This certification shall be completed on forms that the State provides and in a manner satisfactory to the State.
- b) No State funds shall be disbursed to a Local Unit that has defaulted on any State loan. In order to facilitate full or partial payment of such defaulted loan obligation, the State may, at its discretion, make a loan payment where it simultaneously receives from the Local Unit an amount in repayment of said defaulted loan obligation at least equal to the loan payment. Nothing in this paragraph shall in any way limit any right or duty of the State to demand and collect, at any time, the total amounts due under any such defaulted loan obligation.
- c) Any disbursement of funds by a Local Unit not used in accordance with this Project Agreement shall constitute default of the loan agreement, and all outstanding principal and interest amounts shall become payable immediately to the State.
- d) The loan shall be repaid in semi-annual installments over a period not to exceed 20 years. Twenty years shall be calculated from the date of first disbursement to the date of final repayment.
- e) Repayment of the principal amount by the Local Unit shall be made to the State on a date beginning nine months from the date of the final disbursement of the loan; or, for a Acquisition: beginning one year from the date of the first disbursement; or, for a Development: beginning two years from the date of first disbursement, whichever comes first. Repayments shall be on a semi-annual basis and in amounts as detailed in the attached Loan Repayment Schedule. The State reserves the right to unilaterally adjust the loan repayment dates and/or amounts on the attached Schedule if the timetable for completion and/or the actual project costs and disbursements vary from the attached Schedule.
- f) Interest shall accrue at a rate of not more than two (2%) percent per annum on the amount of loan(s) disbursed and outstanding from the date of disbursement to the date of final repayment of the principal amount. Interest accrued against each disbursement (from the date of disbursement to the three months following final disbursement as outlined in (e) above) shall be paid on the date of three months following the final disbursement. Interest accrued on the amortization of the principal amount shall be paid in semi-annual installments on such dates as detailed in the attached Schedule.

- g) Failure of the Local Unit to make any repayment within 30 days of the scheduled repayment date shall cause the assessment of a late fee being due from the Local Unit and payable to the State as follows: 1. When a payment is 30-59 days past due, five (5%) percent of the payment amount due. 2. When a payment is 60-89 days past due, ten (10%) percent of the payment amount due. 3. When a payment is 90 or more days past due, fifteen (15%) percent of the payment amount due. Failure of the Local Unit to make any repayment within 90 days of the scheduled repayment date shall constitute default of the Project Agreement, and all outstanding principal, interest, and penalty amounts shall become payable immediately to the State.

For any defaulted loan, interest charges, equal to the loan's interest rate, will begin to accrue from the date repayment was due on the amount of principal outstanding and any interest charges thereon.

- h) The Local Unit may prepay the loan in whole or in part at any time without penalty. Partial repayment(s) shall be applied to the last maturing payment(s) due; shall be in one or more increments of the amount due on principal; and shall not extend or postpone the due date of any subsequent semi-annual installment or change the amount of such installments.
- i) The Local Unit shall charge and collect such rates, fees, and taxes in sufficient amounts as shall be required to provide revenues in each calendar year, together with other available funds, for the payment of debt service on the loan.
- j) The Local Unit shall allocate a portion of its local budget in sufficient amounts to meet the annual debt service for the loan. These funds shall be deposited into a specific fund for the purpose of assuring repayment of the loan to the State.
- k) The Local Unit shall comply with the statutory requirements of N.J.S.A. 40A relative to the undertaking of this Project Agreement and loan.

In accordance with N.J.S.A. 40A: 2-1 et seq., the Local Unit shall timely and properly file a Supplemental Debt Statement with the Division of Local Government Services prior to the execution of this Project Agreement. In the event that approval of the Local Finance Board is necessary to exceed the statutory debt limitation as provided in N.J.S.A. 40A: 2-6, the Local Unit shall obtain said approval prior to the execution of this Project Agreement. In the event said approval is not granted by the Local Finance Board, this Project Agreement shall be declared null and void. No loan funds will be disbursed to the Local Unit without the State's receipt of a certification of conformance by the Local Unit. This certification shall be completed on a form that the State provides.

**PROJECT:** Union Twp.  
 Open Space Acq.  
 1025-99-016  
**LOAN AMOUNT:** \$ 750,000.00  
**RATE:** 2.00%  
**PMT PERIODS:** 39  
**CURRENT DATE:** 27-Feb-01

Estimated Loan Drawdown:

| DRAWDOWN DATE | MORTIZATION DATE | DISBURSEMENT AMOUNT | ACCRUED INTEREST |
|---------------|------------------|---------------------|------------------|
| 11-Sep-01     | 11-Dec-01        | \$ 750,000.00       | \$ 3,791.67      |
|               |                  |                     | \$ 3,791.67      |

Estimated Repayment Schedule:

PRINCIPAL \$ 750,000.00  
 ACCRUED INT \$ 3,791.67 DUE 11-Dec.-01  
 AMORTIZED INT \$ 159,429.16  
**TOTAL TO BE REPAYED \$ 913,220.82**

SEMI ANNUAL LOAN REPAYMENT \$ 23,318.70

| PMT # | DUE       | INTEREST | PRINCIPAL | LOAN BALANCE |
|-------|-----------|----------|-----------|--------------|
|       |           |          |           | 750,000.00   |
| 1     | 13-Jun-02 | 7,500.00 | 15,818.70 | 734,181.30   |
| 2     | 11-Dec-02 | 7,341.81 | 15,976.88 | 718,204.42   |
| 3     | 13-Jun-03 | 7,182.04 | 16,136.65 | 702,067.77   |
| 4     | 11-Dec-03 | 7,020.68 | 16,298.02 | 685,769.75   |
| 5     | 12-Jun-04 | 6,857.70 | 16,461.00 | 669,308.75   |
| 6     | 10-Dec-04 | 6,693.09 | 16,625.61 | 652,683.14   |
| 7     | 12-Jun-05 | 6,526.83 | 16,791.86 | 635,891.28   |
| 8     | 11-Dec-05 | 6,358.91 | 16,959.78 | 618,931.49   |
| 9     | 13-Jun-06 | 6,189.31 | 17,129.38 | 601,802.11   |
| 10    | 11-Dec-06 | 6,018.02 | 17,300.68 | 584,501.44   |
| 11    | 13-Jun-07 | 5,845.01 | 17,473.68 | 567,027.75   |
| 12    | 11-Dec-07 | 5,670.28 | 17,648.42 | 549,379.34   |

|    |           |                      |                      |            |
|----|-----------|----------------------|----------------------|------------|
| 13 | 12-Jun-08 | 5,493.79             | 17,824.90            | 531,554.43 |
| 14 | 10-Dec-08 | 5,315.54             | 18,003.15            | 513,551.28 |
| 15 | 12-Jun-09 | 5,135.51             | 18,183.18            | 495,368.10 |
| 16 | 11-Dec-09 | 4,953.68             | 18,365.02            | 477,003.08 |
| 17 | 13-Jun-10 | 4,770.03             | 18,548.67            | 458,454.42 |
| 18 | 11-Dec-10 | 4,584.54             | 18,734.15            | 439,720.26 |
| 19 | 13-Jun-11 | 4,397.20             | 18,921.49            | 420,798.77 |
| 20 | 11-Dec-11 | 4,207.99             | 19,110.71            | 401,688.06 |
| 21 | 12-Jun-12 | 4,016.88             | 19,301.82            | 382,386.25 |
| 22 | 10-Dec-12 | 3,823.86             | 19,494.83            | 362,891.41 |
| 23 | 12-Jun-13 | 3,628.91             | 19,689.78            | 343,201.63 |
| 24 | 11-Dec-13 | 3,432.02             | 19,886.68            | 323,314.95 |
| 25 | 13-Jun-14 | 3,233.15             | 20,085.55            | 303,229.40 |
| 26 | 11-Dec-14 | 3,032.29             | 20,286.40            | 282,943.00 |
| 27 | 13-Jun-15 | 2,829.43             | 20,489.27            | 262,453.73 |
| 28 | 11-Dec-15 | 2,624.54             | 20,694.16            | 241,759.58 |
| 29 | 12-Jun-16 | 2,417.60             | 20,901.10            | 220,858.47 |
| 30 | 10-Dec-16 | 2,208.58             | 21,110.11            | 199,748.36 |
| 31 | 12-Jun-17 | 1,997.48             | 21,321.21            | 178,427.15 |
| 32 | 11-Dec-17 | 1,784.27             | 21,534.42            | 156,892.73 |
| 33 | 13-Jun-18 | 1,568.93             | 21,749.77            | 135,142.96 |
| 34 | 11-Dec-18 | 1,351.43             | 21,967.27            | 113,175.69 |
| 35 | 13-Jun-19 | 1,131.76             | 22,186.94            | 90,988.75  |
| 36 | 11-Dec-19 | 909.89               | 22,408.81            | 68,579.94  |
| 37 | 12-Jun-20 | 685.80               | 22,632.90            | 45,947.04  |
| 38 | 10-Dec-20 | 459.47               | 22,859.23            | 23,087.82  |
| 39 | 12-Jun-21 | 230.88               | 23,087.82            | 0.00       |
|    |           | <u>\$ 159,429.16</u> | <u>\$ 750,000.00</u> |            |

**REPAYMENTS SHALL BE MADE PAYABLE TO:**

TREASURER, STATE OF NEW JERSEY

**ALL LOAN REPAYMENTS SHALL BE TRANSMITTED TO:**

NEW JERSEY DEPT. OF ENVIRONMENTAL PROTECTION

BUDGET AND FINANCE

OFFICE OF TRUST FUND MANAGEMENT

P.O. BOX 420

TRENTON, NEW JERSEY 08625

**SIGNATURES**

**LOCAL UNIT ATTORNEY**

Reviewed and approved

on Sept. 19, 2001

  
\_\_\_\_\_  
(signature)  
J. Peter Jost  
(print name)  
Local Unit Attorney

**LOCAL UNIT CHIEF EXECUTIVE OFFICER**

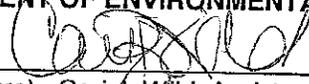
By:   
\_\_\_\_\_  
(signature)

Rob Haynes, Mayor  
(print name and title)

Date: September 19, 2001

Attach Authorizing Resolution

**STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

By:   
\_\_\_\_\_  
(signature) Cari J. Wild, Assistant Commissioner  
for Natural and Historic Resources

Date: 11/29/01

Reviewed and approved as to  
form on December 7, 1998  
John J. Farmer, Jr., Attorney General of New Jersey  
By: Randall L. Pease, Deputy Attorney General

Reviewed and approved as to  
Form on September 24, 1997  
By: State Treasurer  
(loan project only)

**MUNICIPAL CLERK**

By: K. Judith Fabian  
(signature)

K. Judith Fabian, Township Clerk  
(print name and title)

Date: October 19, 2001

DECLARATION OF ENCUMBRANCE

Township of Union, Hunterdon County

TO

THE STATE OF NEW JERSEY  
Department of Environmental Protection

Record and return to:

Department of Environmental Protection  
Green Acres Program  
P.O. Box 412  
Trenton, New Jersey 08625-0412

Attention: Margaret I. Waldock

Prepared by:

\_\_\_\_\_  
Margaret I. Waldock

## DECLARATION OF ENCUMBRANCE

This Declaration of Encumbrance is made this 19th day of September, 2001, by the Township of Union, County of Hunterdon, ("Local Unit"), whose mailing address is 140 Perryville Road, Hampton, NJ 08827.

The Local Unit makes this Declaration in consideration of the State of New Jersey, Department of Environmental Protection, Green Acres Program's agreement to provide funding in connection with:

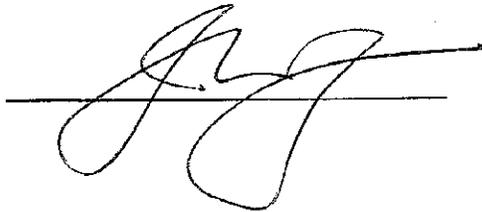
Project # 1025-99-016  
As approved on 6/1/00

The attached exhibit to this Declaration is labeled "Recreation and Open Space Inventory," comprising 3 pages. This exhibit is incorporated into, and forms a part of this Declaration.

The Local Unit represents and warrants (a) that all lands described in the exhibit attached to this Declaration are held by it for recreation and conservation purposes, and (b) in accordance with N.J.S.A. 13:8A-1 et seq., N.J.S.A. 13:8A-19 et seq., N.J.S.A. 13:8A-35 et seq., N.J.A.C. 7:36-1.1 et seq., and all of the Green Acres Bond Acts (collectively, the "Green Acres Laws"), covenants, agrees, and declares that all lands described on the exhibit attached to this Declaration are subject to the covenants, restrictions, and conditions described in the Green Acres Laws, and further agrees that:

1. The Local Unit shall not dispose of or divert to a use for other than recreation and conservation purposes any lands described in the exhibit attached to this Declaration without the approval of the Commissioner and State House Commission.
2. Should lands held by the Local Unit for recreation or conservation purposes be, by mistake or inadvertence, omitted from the exhibit attached to this Declaration, such lands shall be subject to the terms and conditions of this Declaration to the same extent as though they had been included.

Witnessed By:



(official designated in resolution)

STATE OF NEW JERSEY )

ss

COUNTY OF HUNTERDON )

I CERTIFY that on September 19, 2001 personally came before me  
Rob Haynes and stated to my satisfaction that he/she is the individual  
who signed this Declaration and that he/she

- a. is authorized to execute this Declaration, and
- b. executed this Declaration as his/her own act, and as the act of the  
Township of Union (municipality) represented by him/her as  
Mayor.



(print name and title below signature)  
J. Peter Jost  
An Attorney-at-law of New Jersey

**EXHIBIT 1 to DECLARATION  
RECREATION AND OPEN SPACE INVENTORY**

Local Unit: Union Township County: Hunterdon

NOTE: All lands held for recreation and conservation purposes (1) must be described by their block and lot identification numbers as shown on the current, official tax map and (2) keyed to a current, legible, official map of the Local Unit and current tax map of Local Unit. The official map used for this ROSI is named Union Township Tax Map and is dated November 30, 2000

**Developed and Partially Developed Lands Held for Recreation and Conservation Purposes**  
(\*If necessary, use the first page following & after Page 4 for additional developed and partially developed lands)

| <u>Key</u>   | <u>Municipal Location</u>     | <u>Name</u>                          | <u>Block</u> | <u>Lot</u>              | <u>Acres</u>  | <u>Funded/Unfunde</u> |
|--|-------------------------------|--------------------------------------|--------------|-------------------------|---------------|-----------------------|
| 1.   | Perryville Road and Finn Road | Union Twp.Pk. (Saxton)               | 26           | 12 (portion), 13 and 14 | 86.13         | Funded                |
| 2.   |                               |                                      | 25           | 31                      | 14.36         |                       |
| 3.   |                               |                                      | 28           | 22                      | 8.65          |                       |
| 4.   | Baptist Church Rd. and CR 625 | Hoffman Pk. (1/3 undivided interest) | 19           | 12                      | 354.37        | Funds pendin          |
| 5.   |                               |                                      |              |                         |               |                       |
| 6.   |                               |                                      |              |                         |               |                       |
| 7.   |                               |                                      |              |                         |               |                       |
| 8.   |                               |                                      |              |                         |               |                       |
| 9.   |                               |                                      |              |                         |               |                       |
| 10.  |                               |                                      |              |                         |               |                       |
| 11.  |                               |                                      |              |                         |               |                       |
| 12.  |                               |                                      |              |                         |               |                       |
| 13.  |                               |                                      |              |                         |               |                       |
| 14.  |                               |                                      |              |                         |               |                       |
| 15.  |                               |                                      |              |                         |               |                       |
| 16.  |                               |                                      |              |                         |               |                       |
| 17.  |                               |                                      |              |                         |               |                       |
| 18.  |                               |                                      |              |                         |               |                       |
| Subtotal of Acres on this page .....   |                               |                                      |              |                         | <u>463.51</u> |                       |
| Total Acres of developed and partially developed lands from <u>all</u> pages of this ROSI... |                               |                                      |              |                         | <u>463.51</u> |                       |



State of New Jersey

Department of Environmental Protection  
Natural and Historic Resources  
P.O. Box 404  
Trenton, NJ 08625-0404  
Tele. # 9609-292-3541  
Fax # 609-984-0836

Robert C. Shinn, Jr.  
Commissioner

Christine Todd Whitman  
Governor

June 1, 2000

Honorable Bruce A. Rossi  
Mayor, Union Township  
140 Perryville Road  
Hampton, NJ 08827-9717

Re: 1025-99-016  
Spruce Run Overlook Acq.  
Union Township, Hunterdon County

Dear Mayor Rossi:

I am pleased to inform you that Union Township's application to the Department of Environmental Protection has qualified for a Green Acres loan of \$750,000 and a grant of \$250,000. This funding is contingent upon the passage of an FY 2001 legislative appropriation.

Preserving open space is critical to maintaining the quality of life in New Jersey. Governor Whitman has pledged to protect 300,000 acres of land during her second term and set a goal for New Jersey to preserve one million acres in the next ten years. This project represents a great step toward achieving our land preservation goals.

Margaret Waldock of the Green Acres staff will be responsible for guiding you through this project and will prepare the Green Acres Project Agreements for this acquisition. Please contact her at (609) 984-0570 to discuss the next steps in this process.

We look forward to working with Union Township toward the successful completion of this important project.

Sincerely,

Cari J. Wild

Assistant Commissioner

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