

11-0014-DE

(7)

Mercer County Clerk's Office

30742

Return To:

GARDEN STATE ABSTRACT CO  
112 J CENTRE BLVD

MARLTON NJ 08053

MOKROS  
JEAN A  
NEW JERSEY STATE AGRICULTURE  
DEVT COMMITTEE

Index DEEDS

Book 05403 Page 0157

No. Pages 0013

Instrument MISC DEEDS

Date : 6/28/2006

Time : 10:53:48

Control # 200606280343

INST# RD 2006 036633

Employee ID EPAGANO

RECORDING	\$	37.00
RECORDING	\$	43.00
DARM \$3	\$	36.00
NMD1PA	\$	24.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00
	\$	.00

Total: \$ 140.00

STATE OF NEW JERSEY  
Mercer County Clerk's Office

\*\*\*\*\*PLEASE NOTE\*\*\*\*\*  
\* DO NOT REMOVE THIS COVER SHEET - \*  
\*IT CONTAINS ALL RECORDING INFORMATION \*  
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Paula Sollami-Covello  
Mercer County Clerk



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VOL 5403 PG 157

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#106  
Chg  
DBS 1200

**DEED OF EASEMENT**  
**STATE OF NEW JERSEY**  
**AGRICULTURE RETENTION AND DEVELOPMENT PROGRAM**

This Deed is made June 21, 2006

BETWEEN Jean A. Mokros, Widow whose address is 339 Lambertville-Hopewell Turnpike, Lambertville, New Jersey 08530, and is referred to as the Grantor;

AND the State Agriculture Development Committee, whose address is, PO Box 330, Trenton, New Jersey 08625 and is referred to as the Grantee or Committee.

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 Hopewell, County of Mercer, described in the attached Schedule A, incorporated by reference in this Deed of Easement, for and in consideration of the sum of One Million Two Hundred Fifty Five Thousand Nine Hundred Sixty Dollars (\$1,255,960). Any reference in this Deed of Easement to "Premises" refers to the property described in Schedule A.

The tax map reference for the Premises is:

Township of Hopewell

Block 29, Lot 5

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

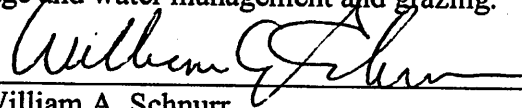
WHEREAS, the Grantee believes that the retention and preservation of agricultural lands is beneficial to the public health, safety and welfare of the citizens of the State of New Jersey.

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

1. Any development of the Premises for nonagricultural purposes is expressly prohibited.

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

Prepared by:



William A. Schnurr  
Deputy Attorney General

Record and Return to:

CHARGE, RECORD & RETURN  
GARDEN STATE ABSTRACT CO., INC.  
112J CENTRE BLVD.  
NORTH CROSSINGS  
MARLTON, NJ 08053

Jam



## Schedule A

Fells Professional Building  
320 Runnymede Road PO Box 66 Essex Fells, N.J. 07021 (973) 226-0141 Fax (973) 226-3061

**TOWNSHIP OF HOPEWELL  
BLOCK 29, LOT 5  
JUNE 1, 2006**

**LANDS OF JEAN MOKROS  
MERCER COUNTY  
STATE OF NEW JERSEY**

### NEW JERSEY STATE AGRICULTURE DEVELOPMENT COMMITTEE

#### METES AND BOUNDS DESCRIPTION

Beginning at a found monument on the Westerly sideline of New Road where the same is intersected by the Southerly line of lands conveyed to Jan and Linda Treilman by Deed recorded in Book 2153, Page 501, having New Jersey Plane Coordinates of 560053.39 North, and 399154.85 East (NAD 1983).

Thence (1) running along the Westerly sideline of New Road, South 07 degrees 27 minutes 26 seconds East (S07°27'26"E), a distance of 357.75 feet to a point;

Thence (2) still along same South 09 degrees 16 minutes 57 seconds West (S09°16'57"W), a distance of 330.64 feet to a set monument on the Northerly line of lands conveyed to Jeffrey and Theresa Orlando by Deed recorded in Book 2443, Page 771, Lot 5.03;

Thence (3) running along the Northerly line of said Lot 5.03, North 89 degrees 11 minutes 42 seconds West (N89°11'42"W), a distance of 779.62 feet to a point, said point being 0.2 feet North, and 0.2 feet West of a found monument at a corner of said Lot 5.03;

Thence (4) running along the Westerly line of said Lot 5.03, South 00 degrees 47 minutes 06 seconds East (S00°47'06"E), a distance of 1,095.51 feet to a point on the Northerly line of lands of John Orlando, Jr., Lot 6, said point being 0.3 feet North and 0.2 feet East of a found monument;

Thence (5) running along the Northerly line of said Lot 6, North 63 degrees 06 minutes 10 seconds West (N63°06'10"W), a distance of 877.51 feet to a found iron pipe on the Easterly line of lands of Anthony and Susan Mokros, Jr., by Deed recorded in Book 2186, Page 246, Lot 5.02;

Thence (6) running along the Easterly line of said Lot 5.02, North 12 degrees 28 minutes 34 seconds West (N12°28'34"W), a distance of 650.44 feet to a point, said point being 1.9 feet North and 0.3 feet West of a found iron pipe on a corner of said Lot 5.02;

Thence (7) running along the Northerly line of said Lot 5.02, South 77 degrees 36 minutes 51 seconds West (S77°36'51"W), a distance of 612.00 feet to a point, said point being 2.7 feet North, and 0.3 feet West of a found iron pipe, at an angle point in said Lot 5.02;

Thence (8) running along the Northerly line of said Lot 5.02, and along the Northerly line of lands conveyed to David and Nancy Lee, by Deed recorded in Book 2186, Page 252, Lot 5.01, North 82 degrees 28 minutes 51 seconds West (N82°28'51"W), a distance of 850.00 feet to a found iron bar on the Westerly line of Map of Section 3 Harbourtown Farms, filed in the Mercer County Courthouse as Map # 1765, said point is also on the Southerly line of Lynnbrook Drive;

Thence (9) running along the outside line of said filed map crossing Lynnbrook Drive, North 11 degrees 43 minutes 06 seconds West (N11°43'06"W), a distance of 401.44 feet to a set iron rod with cap on the Southerly line of lands conveyed to Niraj Chaturvedi by Deed recorded in Book 3700, Page 126, Lot 47.02;

Thence (10) running along the Southerly line of Lot 47.02, North 61 degrees 53 minutes 55 seconds East (N61°53'55"E), a distance of 43.30 feet to a point, said point being 0.5 feet West of an iron pipe on the corner of Lot 47.02;

Thence (11) running along the Easterly line of said Lot 47.02, and along the Easterly line of lands conveyed to John and Lan Cuprzinski, Lot 47.01, North 16 degrees 29 minutes 06 seconds West (N16°29'06"W), a distance of 508.42 feet to a point, said point being 0.3 feet West of a found iron pipe on the Southerly line of lands conveyed to John and Barbara Kazmierczak, by Deed recorded in Book 2577, Page 108, Lot 4.01;

Thence (12) running along the Southerly line of said Lot 4.01, and along the Southerly line of lands conveyed to Andrew and Linda Compton by Deed recorded in Book 3159, Page 284, Lot 4, North 62 degrees 25 minutes 14 seconds East (N62°25'14"E), a distance of 901.81 feet to a set monument on the corner of an angle point to Lot 4;

Thence (13) running along the Southerly line of said Lot 4, South 77 degrees 13 minutes 36 seconds East (S77°13'36"E), a distance of 254.70 feet to a point, said point being 2.9 feet South and 0.5 feet East of a found iron pin on the Westerly side of a 15.85 foot wide access driveway;

Thence (14) running along the Westerly side of said access driveway, North 19 degrees 19 minutes 36 seconds West (N19°19'36"W), a distance of 130.62 feet to a set iron rod with cap;

Thence (15) running along same, North 37 degrees 29 minutes 36 seconds West (N37°29'36"W), a distance of 163.94 feet to a set iron rod with cap;

Thence (16) still along same, North 45 degrees 46 minutes 58 seconds West (N45°46'58"W), a distance of 592.41 feet to a set iron rod with cap, said point being 40.00 feet as measured at right angles from the centerline from Lambertville-Hopewell Road;

Thence (17) running along the proposed new sideline of Lambertville-Hopewell Road, parallel to and 40.00 feet as measured at right angles from the centerline of Lambertville-Hopewell Road, North 60 degrees 24 minutes 41 seconds East (N60°24'41"E), a distance of 16.51 feet to a set iron rod with cap;

Thence (18) running along the Northerly side of a 15.85 wide access driveway, South 45 degrees 46 minutes 58 seconds East (S45°46'58"E), a distance of 588.96 feet to a set iron rod with cap;

Thence (19) still along same, South 37 degrees 29 minutes 36 seconds East (S37°29'36"E), a distance of 167.62 feet to a set iron rod with cap;

Thence (20) still along same, South 19 degrees 19 minutes 36 seconds East (S19°19'36"E), a distance of 143.10 feet to a set iron rod with cap set on the 14<sup>th</sup> course of lands conveyed to Jean Mokros by Deed recorded in Book 1613, Page 374;

Thence (21) running along the 14<sup>th</sup> course of said Mokros Deed, South 77 degrees 13 minutes 36 seconds East (S77°13'36"E), a distance of 670.31 feet to a set iron rod with cap on the 15<sup>th</sup> corner therein;

Thence (22) running along the 15<sup>th</sup> course, North 65 degrees 29 minutes 21 seconds East (N65°29'21"E), a dist of 532.61 feet to a found stone at the beginning corner of said Mokros Deed and the Westerly line of lands conveyed to Robert and Songe Figular by Deed recorded in Book 2153, Page 501, Lot 32;

Thence (23) running along the Westerly line of said Lot 32, and along the lines of said Treilman, Lot 51, South 32 degrees 26 minutes 26 seconds East (S32°26'26"E), a distance of 852.78 feet to a point, said point being 0.3 feet South of a found monument on a corner of said Lot 51;

Thence (24) running along the Southerly line of said Lot 51, North 77 degrees 50 minutes 34 seconds East (N77°50'34"E), a distance of 675.96 feet to the POINT AND PLACE OF BEGINNING.

Containing 94.325 acres

Subject to three separate deed overlaps totaling 0.294 acres.

Subject to a 50.00 foot wide driveway easement along the 8<sup>th</sup> course above-described containing 0.781 acres.

Subject to a 50.00 foot wide driveway easement along the 3<sup>rd</sup> course above-described containing 0.900 acres.

In accordance with a survey prepared by G. C. Stewart Associates, Inc.,  
320 Runnymede Road, Essex Fells, New Jersey dated June 1, 2006,  
having drawing number 06-4244.

*Ch. P. Stewart*

Charles P. Stewart, P.L.S.

License # 11656

## **SCHEDULE B**

Grantor certifies that at the time of the application to sell the development easement to the Grantee no nonagricultural uses existed. Grantor further certifies that at the time of the execution of this Deed of Easement no nonagricultural uses exist.

YOL 546313102

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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 attached Schedule (B) existed on the Premises. All other nonagricultural uses are prohibited except as expressly provided in this Deed of Easement.

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

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

5. No sand, gravel, loam, rock, or other minerals shall be deposited on or removed from the Premises excepting only those materials required for the agricultural purpose for which the land is being used.

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 its 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. At the time of this conveyance, Grantor has one (1) existing single family residential buildings on the Premises and zero (0) residential buildings used for agricultural labor purposes. Grantor may use, maintain, and improve existing buildings on the Premises for agricultural, residential and recreational uses subject to the following conditions:

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

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

- i. To provide structures for housing of agricultural labor employed on the Premises but only with the approval of the Committee. If the Committee grants 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 Committee.
- iii. No residual dwelling site opportunities have been allocated pursuant to the provisions of N.J.A.C. 2:76-6.17. No residential buildings are permitted on the Premises except as provided in this Deed of Easement.

For the purpose of this Deed of Easement:

"Residual 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.

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. In order for the Grantor to receive approval, the Grantee 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 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 conditions, solely from each parcel's agricultural output.

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16. In the event of any violation of the terms and conditions of this Deed of Easement, Grantee may institute, in the name of the State of New Jersey, any proceedings to enforce these terms and conditions including the institution of suit to enjoin such violations and to require restoration of the Premises to its prior condition. Grantee does 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 words, 'heirs, executors, administrators, personal or legal representatives, successors and assigns' have been inserted after each and every designation.

22. Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns further transfers and conveys to Grantee all of the nonagricultural development rights and development credits appurtenant to the lands and Premises described herein. Nothing contained herein shall preclude the conveyance or retention of said rights by the Grantee as may be permitted by the laws of the State of New Jersey in the future.

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 (\$16,000/\$22,500).

24. No historic building or structure located on the Premises may be demolished by the grantor or any other person without the prior approval of the State Agriculture Development Committee. Historic building or structure is a building or structure that, as of the date of this Deed of Easement, has been included in the New Jersey Register of Historic Places established pursuant to N.J.S.A. 13:1B-15.128 et seq.

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State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**  
(C.55, P.L. 2004)**SELLER(S) INFORMATION (if Multiple Sellers, Each Seller Must Complete a Certification)**

Name(s)			
Jean A. Mokros			
Current Resident Address:			
Street: 339 Lambertville-Hopewell Turnpike			
City, Town, Post Office:	State	Zip Code	
Lambertville	NJ	08530	

**PROPERTY INFORMATION (Brief Property Description)**

Block(s)	Lot(s)	Qualifier	
29	5		
Street Address:			
339 Lambertville-Hopewell Turnpike			
City, Town, Post Office:	State	Zip Code	
Lambertville	NJ	08530	
Seller's Percentage of Ownership	Consideration	Closing Date	
100%	\$1,255,960.00	June 20, 2006	

**SELLER ASSURANCES (Check the Appropriate Box)**

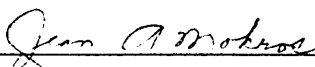
1. ☒ I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. ☐ I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☐ Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6. ☐ The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq..
7. ☐ The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8. ☐ Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the interstate laws of this state.

**SELLER(S) DECLARATION**

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

June 20, 2006

Date



Signature (Seller) Please indicate if Power of Attorney or Attorney in Fact

Jean A. Mokros

NJ 08530 106

**AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER**

(Chapter 49, P.L. 1968, as amended through Chapter 66, P.L. 2004)

To be recorded with deed pursuant to Chapter 49, P.L. 1968, as amended by Chapter 308, P.L. 1991 (N.J.S.A. 46:15-5 et seq.)

**BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.**

STATE OF NEW JERSEY

COUNTY OF Mercer

} ss.

**FOR RECORDER'S USE ONLY**

Consideration \$ \_\_\_\_\_  
 RTF paid by seller \$ \_\_\_\_\_  
 Date \_\_\_\_\_ By \_\_\_\_\_

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

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

Deponent, Jean A. Mokros, being duly sworn according to law upon his/her oath,  
 (Name)  
 deposes and says that he/she is the Grantor in a deed dated June 21, 2006 transferring  
 (Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)  
an easement in real property identified as Block number 29 Lot number 5 located at  
339 Lambertville-Hopewell Rd Hopewell Twp Mercer County and annexed thereto.  
 (Street Address, Municipality, County)

**(2) CONSIDERATION** \$1,255,960.00 (See Instructions #1 and #5 on reverse side)**(3) FULL EXEMPTION FROM FEE** (See Instruction #6 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through Chapter 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

6(b) A deed of easement to the State Agriculture Development Committee  
an instrumentality and/or agency of the State of New Jersey

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

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

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption.

Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

- A. **SENIOR CITIZEN** Grantor(s) ☐ 62 years of age or over. \* (See Instruction #7 on reverse side for A or B)  
 B. **BLIND PERSON** Grantor(s) ☐ legally blind or; \*  
**DISABLED PERSON** Grantor(s) ☐ permanently and totally disabled ☐ Receiving disability payments ☐ Not gainfully employed\*

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

☐ Owned and occupied by grantor(s) at time of sale.  
☐ One or two-family residential premises.

☐ Resident of the State of New Jersey.  
☐ Owners as joint tenants must all qualify.

**\*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY.****C. LOW AND MODERATE INCOME HOUSING** (See Instruction #7 on reverse side)

☐ Affordable according to H.U.D. standards.  
☐ Meets income requirements of region.

☐ Reserved for occupancy.  
☐ Subject to resale controls.

**(5) NEW CONSTRUCTION** (See Instructions #8 and #10 on reverse side)

☐ Entirely new improvement.  
☐ Not previously used for any purpose.

☐ Not previously occupied.  
☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 66, P.L. 2004.

Subscribed and sworn to before me  
 this 21 day of June, 2006

William F. Hartig  
Attorney at Law of N.J.

Jean A. Mokros  
 Signature of Deponent  
Jean A. Mokros  
 Deponent Address

Jean A. Mokros  
 Grantor Name  
339 Lambertville-Hopewell Rd  
Lambertville, NJ 08530  
 Grantor Address at Time of Sale  
**GARDEN STATE ABSTRACT CO**  
112J CENTRE BLVD.  
NORTH CROSSINGS  
MARLTON, NJ 08053  
 Title/Company of Settlement Officer

**FOR OFFICIAL USE ONLY**

Instrument Number \_\_\_\_\_ County \_\_\_\_\_  
 Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
 Deed Dated \_\_\_\_\_ Date Recorded \_\_\_\_\_

STATE OF NEW JERSEY  
**AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER**  
 (Chapter 49, P.L.1968, as amended through Chapter 19, P.L. 2005)

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

STATE OF NEW JERSEY

COUNTY OF MERCER

} ss.

**FOR RECORDER'S USE ONLY**

Consideration \$ \_\_\_\_\_  
 RTF paid by buyer \$ \_\_\_\_\_  
 Date \_\_\_\_\_ By \_\_\_\_\_

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions # 3 and #4 on reverse side)Deponent, Susan E Craft, being duly sworn according to law upon his/her oath,  
 (Name)deposes and says that he/she is the Executive Director of Grantee in a deed dated JUNE 21, 2006 transferring  
 (Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

a development rights easement in  
 real property identified as Block number 29 Lot number 5 located at  
339 LAMBERTVILLE-HOPWELL TPKE, LAMBERTVILLE, NJ and annexed thereto.  
 (Street Address, Municipality, County)

(2) CONSIDERATION \$ 1,255,960.00 (See Instructions #1 and #5 on reverse side)

Entire consideration is in excess of \$1,000,000:

PROPERTY CLASSIFICATION CHECKED BELOW SHOULD BE TAKEN FROM THE OFFICIAL TAX LIST (WHICH IS A PUBLIC RECORD) OF THE MUNICIPALITY WHERE THE PROPERTY IS LOCATED IN THE YEAR THAT THE TRANSFER IS MADE.

(A) When Grantee pays:

☐ Class 2 - Residential  
 (4 Families or less)

☐ Class 4C - Residential Cooperative Unit

☒ Class 3A - Farm property (Regular) and any other real property transferred  
 to same grantee in conjunction with transfer of Class 3A property.

(B) When Grantee does not have to pay, fill out below:

☐ Property class. Circle applicable class(es): 1 4A 4B 4C 15

☐ Exempt Organization Pursuant to Federal Internal Revenue Code of 1986

Property classes: 1-Vacant Land, 4A-Commercial, 4B-Industrial, 4C-Apartment (other than residential cooperative unit), 15-Public Property

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

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through Chapter 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(b) GRANTEE IS AN AGENCY OF THE STATE OF NEW JERSEY

Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 19, P.L. 2005.

Subscribed and sworn to before me  
 this 21 day of June, 2006

Daniel L. Knox  
 NOTARY PUBLIC OF NEW JERSEY  
 MY COMMISSION EXPIRES OCT. 27, 2009

Susan E Craft  
 Signature of Deponent

P.O. Box 330 Trenton, NJ 08625  
 Deponent Address

STATE AGRICULTURE  
 DEVELOPMENT COMMISSION  
 Grantee Name

P.O. Box 330  
 TRENTON, NJ 08625  
 Grantee Address at Time of Sale

GARDEN STATE ABSTRACT CO  
112J CENTRE BLVD.  
NORTH CROSSINGS  
MARLTON, NJ 08053  
 Name/Company of Grantee's Officer

**FOR OFFICIAL USE ONLY**

Instrument Number \_\_\_\_\_ County \_\_\_\_\_  
 Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
 Deed Dated \_\_\_\_\_ Date Recorded \_\_\_\_\_

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.

Jean A. Mokros (L.S.)  
Jean A. Mokros

**(INDIVIDUAL ACKNOWLEDGMENT)**

STATE OF NEW JERSEY, COUNTY OF MERCER SS.:

I CERTIFY that on June <sup>21</sup>, 2006, Jean A. Mokros 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 this instrument is \$1,255,960.

William F. Hartigan Jr.  
Print name and title below signature

William F. Hartigan Jr. Esq.  
Attorney at Law of New Jersey

In compliance with the statute I have presented an abstract of the within to the Assessor of the taxing district therein mentioned.

PAULA SOLLAMI-COVELLO  
MERCER COUNTY CLERK

**(STATE AGRICULTURE DEVELOPMENT COMMITTEE)**

The State Agriculture Development Committee has approved the purchase of the development easement on the Premises pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32 and the Garden State Preservation Trust Act, N.J.S.A. 13:8C-1 et seq., P.L. 1999, c.152 and hereby accepts and approves the foregoing restrictions, benefits and covenants.

Susan E. Craft  
Susan E. Craft, Executive Director  
State Agriculture Development Committee

6/19/06  
Date

STATE OF NEW JERSEY, COUNTY OF MERCER SS.:

I CERTIFY that on June <sup>19</sup>, 2006, Susan E. Craft personally came before me and acknowledged under oath, to my satisfaction, that this person:

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

Daniel L. Knox  
Print name and title below signature

DANIEL L. KNOX  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES OCT. 27, 2009

CHARGE & RETURN  
GARDEN STATE ABSTRACT CO., INC.  
112J CENTRE BLVD.  
NORTH CROSSINGS  
MARLTON, NJ 08053

S:\DIRECT EASEMENT PURCHASE\Deed Forms\DEED OF EASEMENT with Historic Language.doc

CHARGE, RECORD & RETURN  
GARDEN STATE ABSTRACT CO., INC.  
112J CENTRE BLVD.  
NORTH CROSSINGS  
MARLTON, NJ 08053

END OF DOCUMENT