

Prepared by:


PAUL CATANESE, ESQ.

DEED

COUNTY OF MERCER
CONSIDERATION \$425,000.00
REALTY TRANSFER FEE Exempt
DATE 1-23-97 BY KB

This Deed is made on December 31, 1996,

BETWEEN

Marie M. Witzman, widow,

whose address is 1424 River Road, Titusville, New Jersey 08560

referred to as the Grantor,

AND

The State of New Jersey, Department of Environmental Protection,
whose address is 401 East State Street, Trenton, New Jersey 08625

referred to as the Grantee,

The words "Grantor" and "Grantee" shall mean all Grantors and 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 Four Hundred Twenty-Five Thousand (\$425,000.00) Dollars. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of Hopewell Township, Block No. 121, Lot No. 40 and Part of Lot 26.

Property. The property consists of the land and all the buildings and structures on the land in the Township of Hopewell, County of Mercer, and State of New Jersey. The legal description is:

BEING described on Schedule "A" attached hereto and made a part hereof.

BEING the same lands and premises conveyed to Edward F. Witzman and Marie M. Witzman, by Deed from John Rhead Martinette and Jean K. Martinette, dated April 14, 1953 and recorded on May 1, 1953 in the Mercer County Clerk's Office in Deed Book 1234, page 176. The said Edward F. Witzman died on November 10, 1967, leaving surviving his wife, Marie M. Witzman, Grantor herein.

SUBJECT to easements and restrictions of record.

This conveyance is also subject to following retained rights, conditions and easements:

Grantee is prohibited from constructing any permanent or temporary buildings within the following distances from Grantor's retained property:

Tract #1, Lot 26, Route 29 side: 140 foot wide buffer zone beginning at the common boundary line between Grantor and Grantee.

Tract #1, Lot 26, West and North sides: 150 foot wide buffer zone beginning at the common boundary line between Grantor and Grantee.

SCHEDULE "A"

Block 121, part of Lot 26 and all of Lot 40
Hopewell Township, Mercer County
Job No. 10261

All that certain tract or parcel of land situate in the Township of Hopewell, County of Mercer, State of New Jersey, being known as Block 121, part of Lot 26, and all of Lot 40, as shown on the tax map of the Township of Hopewell; and also as shown on a plan entitled, "Survey of Lands for New Jersey Department of Environmental Protection, Green Acres Program, Hopewell Township, Mercer County, New Jersey", prepared by Lord, Anderson, Worrell & Barnett, Inc., dated April 1996, Drawing No. 52-88; said tract being more particularly bounded and described in the following two tracts:

Tract 1

BEGINNING at a set concrete monument at the intersection of a northeasterly right-of-way line of Route 29, (33 feet wide) with the southeasterly line of Lot 33, in Block 121; said beginning point having New Jersey State Plane Coordinates (1927) of North 537,306.065, East 1,940,316.202; and running

- (1) Along said line of the Lot 33, North 34 degrees 10 minutes 17 seconds East, 310.46 feet to a set iron pin corner to Lot 49, in Block 121; thence
- (2) Along the southwesterly line of said Lot 49, South 55 degrees 49 minutes 44 seconds East, 16.50 feet to a set iron pin corner to same; thence
- (3) Along the southeasterly line of said Lot 49, North 34 degrees 10 minutes 16 seconds East, 756.55 feet to a point corner to same; thence
- (4) Along the northeasterly line of said Lot 49, North 76 degrees 42 minutes 10 seconds West, 294.55 feet to a set iron pin in the northeasterly right-of-way line of Church Road (16.5 feet from centerline); thence
- (5) Along said line of Church Road, North 49 degrees 51 minutes 50 seconds East, 159.04 feet to a set iron pin in an angle point in same; thence
- (6) Still along said line of Church Road, North 32 degrees 29 minutes 00 seconds East, 219.93 feet to a set iron pin at an angle point in same; thence
- (7) Still along said line of Church Road, North 27 degrees 04 minutes 00 seconds East, 228.54 feet to a set iron pin at an angle point in same; thence

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- (8) Still along said line of Church Road, North 49 degrees 04 minutes 01 second East, 84.22 feet to a set iron pin in the extended southwesterly line of Lot 53 in Block 121; thence
- (9) Along said line of Lot 53, South 40 degrees 56 minutes 00 seconds East, 226.51 feet to a point corner to same; thence
- (10) Along the southeasterly line of said Lot 53, North 49 degrees 04 minutes 00 seconds East, 141.25 feet to a point of curvature in same; thence
- (11) Still along said line of Lot 53 on a curve curving to the left, having a radius of 25.00 feet, and arc distance of 36.76 feet to a point of tangency in said lot; thence
- (12) Along the northeasterly line of said Lot 53, North 35 degrees 11 minutes 10 seconds West, 133.17 feet to a point of curvature in said line; thence
- (13) Still along said Lot 53, on a curve curving to the left, having a radius of 50.00 feet, and arc distance of 83.56 feet to a point in the widened southeasterly right-of-way line of Church Road (13 feet from centerline); thence
- (14) Along said line of Church Road, North 49 degrees 04 minutes 03 seconds East, 150.76 feet to a set iron pin in same and corner to Lot 50, in Block 121; thence
- (15) Along the westerly line of said Lot 50, on a curve curving to the left, having a radius of 50.00 feet and arc distance of 73.52 feet to a point of tangency in same; thence
- (16) Along the southwesterly line of said Lot 50, South 35 degrees 11 minutes 00 seconds East, 132.97 feet to a set iron pin corner to same; thence
- (17) Along the southeasterly line of said Lot 50, North 54 degrees 48 minutes 50 seconds East, 205.00 feet to a set iron pin in the southwesterly line of Lot 27, in Block 121; thence
- (18) Along said line of Lot 27, South 35 degrees 11 minutes 09 seconds East, 1,119.00 feet to a point in the northwesterly line of Lot 42, in Block 121; thence
- (19) Along said line of Lot 42, South 38 degrees 23 minutes 25 seconds West, 804.43 feet to a set iron pin corner to remaining lands of Lot 26 in Block 121; thence
- (20) Along the northeasterly line of said remaining lands, North 51 degrees 36 minutes 35 seconds West, 360.00 feet to a set iron pin corner to same; thence
- (21) Along the northwesterly line of said remaining lands, South 38 degrees 23 minutes 25 seconds West, 673.10 feet to a set iron pin corner to same; thence
- (22) Along the southwesterly line of said remaining lands, South 54 degrees 00 minutes 06 seconds East, 692.31 feet to a set iron pin corner to same; thence
- (23) Along the southwesterly line of said remaining lands, South 18 degrees 20 minutes 50 seconds East, 74.44 feet to a set concrete monument corner to same; thence
- (24) Still along said line of remaining lands, South 08 degrees 19 minutes 25 seconds West, 125.49 feet to a set concrete monument in the northeasterly right-of-way line of Route 29; thence

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(25) Along said line of Route 29, North 53 degrees 27 minutes 09 seconds West, 78.10 feet to a set iron pin at an angle point in same; thence

(26) Still along said line of Route 29, North 54 degrees 00 minutes 06 seconds West, 741.82 feet to a set iron pin at an angle point in same; thence

(27) Still along said line of Route 29, North 54 degrees 39 minutes 20 seconds West, 204.37 feet to a set iron pin at an angle point in same; thence

(28) Still along said line of Route 29, North 56 degrees 05 minutes 10 seconds West, 263.53 feet to a set iron pin at an angle point in same; thence

(29) Still along said Route 29, North 56 degrees 52 minutes 14 seconds West, 156.51 feet to a set iron pin at an angle point in same; thence

(30) Still along said line of Route 29, North 56 degrees 52 minutes 14 seconds West, 28.02 feet to a point in the *PLACE OF BEGINNING*.

Containing within said bounds 43.801 acres.

Tract 1 being known as part of Lot 26, in Block 121.

Tract 2

BEGINNING at a set iron pin in the Northeasterly line of Lot 39, in Block 121 where intersected by the southeasterly line of Lot 40, in Block 121; said beginning point having New Jersey State Plane Coordinate (1927) of North 536,656.424, East 1,941,591.565; and runs

(1) Along said line of Lot 39, North 18 degrees 22 minutes 16 seconds West, 141.43 feet to a set iron pin corner to said Lot 39; thence

(2) Along the southeasterly line of said Lot 39, North 22 degrees 36 minutes 05 seconds East, 227.39 feet to a set iron pin corner to same; thence

(3) Along the northeasterly line of said Lot 39, North 50 degrees 23 minutes 55 seconds West, 210.00 feet to a set iron pin in the southeasterly line of the remaining lands of Lot 26, in Block 121; thence

(4) Along said line of remaining lands, North 38 degrees 23 minutes 25 seconds East, 291.86 feet to a set iron pin corner to Lot 42, in Block 121; thence

(5) Along the southwesterly line of said Lot 42, South 50 degrees 24 minutes 20 seconds East, 272.59 feet to a point corner to Lot 41, in Block 121; thence

(6) Along the northwesterly line of said Lot 41, South 41 degrees 14 minutes 10 seconds West, 191.89 feet to a set iron pin at a point of curvature in said lot; thence

(7) Still along said Lot 41, on a curve curving to the left, having a radius of 118.68 feet, and arc distance of 116.19 feet to a set iron pin at a point of reverse curve in said Lot 41; thence

(8) Still along said Lot 41, on a curve curving to the right, having a radius of 157.89 feet, and arc distance of 132.18 feet to a point of tangency in same; thence

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(9) Still along said line of Lot 41, South 33 degrees 06 minutes 40 seconds West, 183.07 feet to a point in the *PLACE OF BEGINNING*.

Containing within said bound 2.530 acres.

Tract 2 being known as Lot 40, in Block 121.

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

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

STATE OF NEW JERSEY
COUNTY OF MERCER SS.

FOR RECORDER'S USE ONLY
Consideration \$ 425,000.00
Realty Transfer Fee \$
Date 1-23-97 By
* Use symbol "C" to indicate that fee is exclusively for county use.

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

Deponent MARIE M. WITZMAN (Name), being duly sworn according to law upon his/her oath

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

in a deed dated December 31, 1996, transferring real property identified as Block No. 121

Lot No. 40X & part of lot 26 located at 1424 River Road, Hopewell Township, Mercer
(Street Address, Municipality, County)
County, New Jersey 08560

and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

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

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

7(b) Deed to State of New Jersey

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

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

- a) SENIOR CITIZEN (See Instruction #8.)
 - Grantor(s) 62 yrs. of age or over. *
 - One or two-family residential premises.
 - Owned and occupied by grantor(s) at time of sale.
 - No joint owners other than spouse or other qualified exempt owners.
- b) BLIND (See Instruction #8.)
 - Grantor(s) legally blind. *
 - One or two-family residential premises.
 - Owned and occupied by grantor(s) at time of sale.
 - No joint owners other than spouse or other qualified exempt owners.
- DISABLED (See Instruction #8.)
 - Grantor(s) permanently and totally disabled. *
 - One- or two-family residential premises.
 - Receiving disability payments.
 - Owned and occupied by grantor(s) at time of sale.
 - Not gainfully employed.
 - No joint owners other than spouse or other qualified exempt owners.

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

- c) LOW AND MODERATE INCOME HOUSING (See Instruction #8.)
 - Affordable According to HUD Standards.
 - Meets Income Requirements of Region.
 - Reserved for Occupancy.
 - Subject to Resale Controls.

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

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

Subscribed and sworn to before me
this 31st
day of December, 1996

PAUL CATANESE
Attorney at Law of New
Jersey

Marie M. Witzman
Name of Deponent (sign above line)
1424 River Road
Address of Deponent
Hopewell Township, NJ 08560

MARIE M. WITZMAN
Name of Grantor (type above line)
1424 River Road
Address of Grantor at Time of Sale
Hopewell Township, NJ 08560

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.
Instrument Number 2304 County Mercer
Deed Number Book 3157 Page 305
Deed Dated 12-31-96 Date Recorded 1-23-97

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

ORIGINAL - White Copy To be retained by County.
DUPLICATE - Yellow Copy To be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16 - 8.12).
TRIPLICATE - Pink Copy Is your file copy.

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

RECORDING OF DEED AND PAYMENT OF REALTY TRANSFER FEE ARE PREREQUISITES FOR
No county recording officer shall record any deed evidencing transfer of title to real property unless (a) the consideration therefor is recited therein and in the acknowledgment or proof of the execution thereof, or (b) an Affidavit by one or more of the parties named therein or by their legal representatives declaring the consideration therefor is annexed thereto for recording with the deed, and (c) a fee at the rate of \$1.75 for each \$500.00 of consideration or fractional part thereof [which fee shall be in addition to the recording fees imposed by P. L. 1965, Chapter 123, Section 2 (C. 22A:4-4.1)] shall be paid to the county recording officer at the time the deed is offered for recording. An additional fee at the rate of \$.75 for each \$500 of consideration or fractional part thereof in excess of \$150,000.00 of consideration shall be paid to the county recording officer.

2. WHEN AFFIDAVIT MUST BE ANNEXED TO DEED

- (a) This affidavit must be annexed to and recorded with the deed in the event that the full consideration is not recited in both the deed and in the acknowledgment or proof of the execution thereof.
- (b) This affidavit must also be annexed to and recorded with the deed where exemption from the fee is claimed but the reason for claiming the exemption is not clearly stated in the deed.
- (c) Any claim for exemption from the increased fee must be supported by this affidavit and attached to the deed at the time of recording, in addition to any statement otherwise required by the law with respect to consideration.

3. LEGAL REPRESENTATIVE

"Legal Representative" is to be interpreted broadly to include any person actively and responsibly participating in the transaction, such as but not limited to: an attorney representing one of the parties; a closing officer of a title company or lending institution participating in the transaction; a holder of power of attorney from grantor or grantee.

4. OFFICER OF CORPORATE GRANTOR OR CORPORATE GRANTEE

Where a deponent is an officer of corporate grantor or grantee, the name of the corporation and the officer's title must be stated.

5. OFFICER OF TITLE COMPANY OR LENDING INSTITUTION

Where a deponent is a closing officer of a title company or lending institution participating in the transaction, the name of the company or institution and the officer's title must be stated.

6. CONSIDERATION

"Consideration" means in the case of any deed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied, or removed in connection with the transfer of title. (P.L. 1968, c. 49, Sec. 1 as amended.)

7. EXEMPTIONS FROM THE FEE

The fee imposed by this Act shall not apply to a deed:

- (a) For a consideration of less than \$100.00;
- (b) By or to the United States of America, this State, or any instrumentality, agency or subdivision thereof;
- (c) Solely in order to provide or release security for a debt or obligation;
- (d) Which confirms or corrects a deed previously recorded;
- (e) On a sale for delinquent taxes or assessments;
- (f) On partition;
- (g) By a receiver, trustee in bankruptcy or liquidation, or assignee for the benefit of creditors;
- (h) Eligible to be recorded as an "ancient deed" pursuant to R.S. 46:16-7;
- (i) Acknowledged or proved on or before July 3, 1968;
- (j) Between husband and wife, or parent and child;
- (k) Conveying a cemetery lot or plot;
- (l) In specific performance of a final judgment;
- (m) Releasing a right of reversion;
- (n) Previously recorded in another county and full realty transfer fee paid or accounted for as evidenced by written instrument, attested to by the grantee and acknowledged by the county recording officer of the county of such prior recording, specifying the county, book, page, date of prior recording, and amount of realty transfer fee previously paid.
- (o) 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 intestate laws of this State.
- (p) Recorded within 90 days following the entry of a divorce decree which dissolves the marriage between the grantor and grantee.

8. EXEMPTION FROM INCREASED FEE (P.L. 1975, c. 176, Section 4 as amended.)

The following transfers of title to real property shall be exempt from payment of \$1.25 of the fee for each \$500.00 of consideration or fractional part thereof: 1, The sale of any one- or two-family residential premises which are owned and occupied by a senior citizen, blind person, or disabled person who is the seller in such transaction; provided, however, that except in the instance of a husband and wife no exemption shall be allowed if the property being sold is jointly owned and one or more of the owners is not a senior citizen, blind person, or disabled person; 2, The sale of Low and Moderate Income Housing conforming to the requirements as established by this Act.

For the purposes of this Act, the following definitions shall apply:

"Blind person" means a person whose vision in his better eye with proper correction does not exceed 20/200 as measured by the Snellen chart or a person who has a field defect in his better eye with proper correction in which the peripheral field has contracted to such an extent that the widest diameter of visual field subtends an angular distance no greater than 20°.

"Disabled person" means any resident of this State who is permanently and totally disabled, unable to engage in gainful employment, and receiving disability benefits or any other compensation under any Federal or State law.

"Senior citizen" means any resident of this State of the age of 62 years or over.

"Low and Moderate Income Housing" means any residential premises, or part thereof, affordable according to Federal Department of Housing and Urban Development or other recognized standards for home ownership) and rental costs and occupied or reserved for occupancy by households with a gross income equal to 80% or less of the median gross household income for households of the same size within the housing region in which the housing is located, but shall include only those residential premises subject to resale controls pursuant to contractual guarantees.

9. Transfer of title to real property upon which there is "new construction" shall be exempt from payment of \$1.00 of the \$1.75 fee for each \$500 of consideration or fractional part thereof not in excess of \$150,000.00.

For the purposes of this Act, the following definition shall apply:

"New construction" means any conveyance or transfer of property upon which there is an entirely new improvement not previously occupied or used for any purpose.

10. "REALTY TRANSFER FEE" IS A FEE IN ADDITION TO OTHER RECORDING FEES

The fee imposed under P.L. 1968, c. 49, as amended, is in addition to the usual recording fees imposed under P.L. 1965, c. 123, Sec. 2 (C. 22A:4-4.1.). The realty transfer fee is imposed upon grantors at the rate of \$1.75 for each \$500.00 of consideration or fractional part thereof, with an additional fee of \$.75 for each \$500.00 of consideration in excess of \$150,000.00. The fee is required to be collected by the county recording officer at the time the deed is offered for recording.

11. PENALTY FOR WILLFUL FALSIFICATION OF CONSIDERATION

Any person who shall willfully falsify the consideration recited in a deed or in the proof or acknowledgment of the execution of a deed or in the Affidavit declaring the consideration thereof annexed to a deed shall be adjudged a disorderly person (P.L. 1968, c. 49, Section 5).



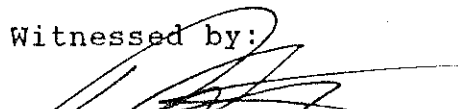
Tract #2, Lot 40, East side: 100 foot wide buffer zone beginning at common boundary line between Grantor and Grantee running east 100 feet from N38 23'25"E line.

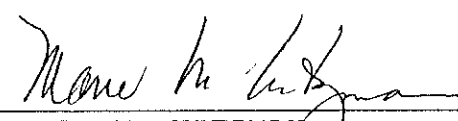
Grantor hereby retains an easement to provide access to the existing septic system partially located on that portion of Lot 26 being acquired by Grantee. In the event the existing septic system fails, Grantor agrees to locate the new septic system entirely within the property Grantor is retaining; and in that event the easement retained by Grantor will terminate and Grantor will quitclaim the easement right to Grantee.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:


PAUL CATANESE, ESQ.


MARIE M. WITZMAN

STATE OF NEW JERSEY: SS:
COUNTY OF MERCER:

I certify that on December 31, 1996, Marie M. Witzman, widow, personally came before me and acknowledged under oath, to my satisfaction, that she:

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as her act and deed; and
- (c) made this Deed for \$425,000.00 as the full and actual consideration paid or to be paid for the transfer of title.

CATHERINE DICOSTANZO
MERCER COUNTY CLERK

97 JAN 23 AM 8:47

RECEIVED
MERCER COUNTY CLERK'S OFFICE


PAUL CATANESE
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.

CATHERINE DICOSTANZO
MERCER COUNTY CLERK

DEED

FROM

MARIE M. WITZMAN, Grantor,

TO

THE STATE OF NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL
PROTECTION, Grantee

DATE: December 31, 1996

Record and Return to:

Robert P. Grabowski
Deputy Attorney General
State of New Jersey
Department of Law and
Public Safety
R. J. Hughes Justice Complex
25 Market Street
CN 114
Trenton, NJ 08625-0114

#40
30.00 chg
Exempt

Deed 102304