

DEED OF EASEMENT

STATE OF NEW JERSEY AGRICULTURE RETENTION AND DEVELOPMENT PROGRAM



This Deed is made March 24, 2006.

BETWEEN William and Cynthia Madara,
Whose address is **816 Lambs Rd, Mullica Hill, NJ, 08062** and is referred to as the Grantor;

AND The County of Gloucester, a body politic and corporate organized under the laws of the State of New Jersey, Whose address is 1 North Broad St., Woodbury, NJ, 08096, and is referred to as the Grantee and/or Board.

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 Mantua, County of Gloucester** described in the attached Schedule A, incorporated by reference in this Deed of Easement, for and in consideration of the sum of **\$272,023.00** Dollars. Any reference in this Deed of Easement to "Premises" refers to the property described in Schedule A, and for the limited purposes of the restrictions contained in Schedule C-1 and C-2.

The tax map reference for the Premises is:

Township of Mantua – Block 260, Lot 13

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 Gloucester County Board of Chosen Freeholders has endorsed the aforesaid declaration of policy by the State legislature and has established an Agricultural Retention and Development Program in a manner entirely consistent with State statutes, State administrative regulations and the policies and practices of the State Agricultural Development Committee; and

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

WHEREAS, this Deed of Easement presently recites that the State Agricultural Development Committee ("Committee") may exercise certain rights and prerogatives with respect to the within easement in anticipation of, and solely in order to facilitate, the possible enrollment of this easement at a future date in the State Agriculture Retention and Development Program, it being explicitly understood that any such rights and prerogatives of said Committee are inchoate and shall not actually be exercised until such time as the acquisition is in fact enrolled in the aforesaid State Program as a result of the execution of a cost sharing grant between Grantee and said Committee;

Consideration: \$272,023.00 Exempt Code: E
Cnty: \$.00 St: \$.00
N.P.N.R.F.: \$.00 P.H.P.F.A.: \$.00
E.A.A.: \$.00 Gen Purp: \$.00
C)1M: \$.00 REALTY TOTAL: \$.00

Prepared by:

Robert J. Smith
Robert J. Smith

Print name and title

Attorney, G.C.A.D.B.

Record and return to:

GCLP20 TITLE AMERICA AGENCY CORP
185 W. White Horse Pike, Berlin, NJ 08009
Voice 856-767-8573 * Fax 767-1156

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

(Please Print or Type)

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

Name(s)

William and Cynthia Madara

Current Resident Address:

Street:

816 Lambs Road

City, Town, Post Office

Mullica Hill, NJ 08062

State

Zip Code

Home Phone

(856) 582-4178

Business Phone

*(215) 336-0845***PROPERTY INFORMATION (Brief Property Description)**

Block(s)

260

Lot(s)

13

Qualifier

Street Address:

764 Lambs Road Mullica Hill NJ 08062

City, Town, Post Office

100

State

Zip Code

*272023.00**3/24/06*

Seller's Percentage of Ownership

Consideration

Closing Date

SELLER ASSURANCES (Check the Appropriate Box)

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

SELLER(S) DECLARATION

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

3/24/06
Date*William H. Madara*
Signature

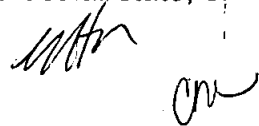
(Seller) Please indicate if Power of Attorney or Attorney in Fact

3/24/06
Date*Cynthia Madara*
Signature

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

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.
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 Committee and their agents shall be permitted access to, and to enter upon, the Premises at all reasonable times, but solely for the purpose of inspection in order to enforce and assure compliance with the terms and conditions of this Deed of Easement. Grantee agrees to give Grantor, at least 24 hours advance notice of its intention to enter the Premises, and further, to limit such times of entry to the daylight hours on regular business days of the week.
9. Grantor may use the Premises to derive income from certain recreational activities such as hunting, fishing, cross country skiing and ecological tours, only if such activities do not interfere with the actual use of the land for agricultural production and that the activities only utilize the Premises in its existing condition. Other recreational activities from which income is derived and which alter the Premises, such as golf courses and athletic fields, are prohibited.
10. Nothing shall be construed to convey a right to the public of access to or use of the Premises except as stated in this Deed of Easement or as otherwise provided by law.
11. Nothing shall impose upon the Grantor any duty to maintain the Premises in any particular state, or condition, except as provided for in this Deed of Easement.



12. Nothing in this Deed of Easement shall be deemed to restrict the right of Grantor, to maintain all roads and trails existing upon the Premises as of the date of this Deed of Easement. Grantor shall be permitted to construct, improve or reconstruct any roadway necessary to service crops, bogs, agricultural buildings, or reservoirs as may be necessary.

13 (a). At the time of this conveyance, Grantor has (0) existing single family residential buildings on the Premises and (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.

13 (b). Grantor, their heirs, executors, administrators, personal or legal representatives, successors and assigns may use and maintain the Residential Exclusion area, as described in the attached Schedule C-1 and C-2, for agricultural, residential and recreational uses subject to the following conditions:

- i. The exceptions can be severed from the premises.
- ii. The exceptions are restricted to no more than one (1) single family residence on each exception.

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 Grantee and the Committee. If Grantee and the Committee grant approval for the construction of agricultural labor housing, such housing shall not be used as a residence for Grantor, Grantor's spouse, Grantor's parents, Grantor's lineal descendants, adopted or natural, Grantor's spouse's parents, Grantor's spouse's lineal descendants, adopted or natural; and
- ii. To construct a single family residential building anywhere on the Premises in order to replace any single family residential building in existence at the time of conveyance of this Deed of Easement but only with the approval of the Grantee and Committee.

~~iii. _____ residual dwelling site opportunity(ies) have been allocated to the Premises pursuant to the provisions of N.J.A.C. 2:76-6.17, "Residual Dwelling Site Opportunity". The Grantor's request to exercise a residual dwelling site opportunity shall comply with the rules promulgated by the Committee in effect at the time the request is initiated.~~

~~In the event a division of the Premises occurs in compliance with deed restriction No. 15 below, the Grantor shall prepare or cause to be prepared a Corrective Deed of Easement reflecting the reallocation of the residual dwelling site opportunities to the respective divided lots. The Corrective Deed shall be recorded with the County Clerk. A copy of the recorded Corrective Deed shall be provided to the Grantee and Committee.~~

~~In the event a residual dwelling site opportunity has been approved by the Grantee, the Grantor shall prepare or cause to be prepared a Corrective Deed of Easement at the time of Grantee's approval. The Corrective Deed of Easement shall reflect the reduction of residual dwelling site opportunities allocated to the Premises. The Corrective Deed shall be recorded with the County Clerk. A copy of the recorded Corrective Deed shall be provided to the Grantee and Committee.~~

(OR)

- 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.

"Residual dwelling site" means the location of the residential unit and other appurtenant structures.

"Residential unit" means the residential building to be used for single family residential housing and its appurtenant uses. The construction and use of the residential unit shall be for agricultural purposes.

"Use for agricultural purposes" as related to the exercise of a residual dwelling site opportunity and the continued use of the residential unit constructed thereto, means at least one person residing in the residential unit shall be regularly engaged in common farmsite activities on the Premises including, but not limited to: production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage, water management and grazing.

15. The land and its buildings which are affected may be sold collectively or individually for continued agricultural use as defined in Section 2 of this Deed of Easement. However, no division of the land shall be permitted without the joint approval in writing of the Grantee and the Committee. In order for the Grantor to receive approval, the Grantee and Committee must find that the division shall be for an agricultural purpose and result in agriculturally viable parcels. Division means any division of the Premises, for any purpose, subsequent to the effective date of this Deed of Easement.

- i. For 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.

16. In the event of any violation of the terms and conditions of this Deed of Easement, Grantee or the Committee may institute, in the name of the State of New Jersey, any proceedings to enforce these terms and conditions including the institution of suit to enjoin such violations and to require restoration of the Premises to its prior condition. Grantee or the Committee do not waive or forfeit the right to take any other legal action necessary to insure compliance with the terms, conditions, and purpose of this Deed of Easement by a prior failure to act.

17. This Deed of Easement imposes no obligation or restriction on the Grantor's use of the Premises except as specifically set forth in this Deed of Easement.

18. This Deed of Easement is binding upon the Grantor, the Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns and the Grantee; it shall be construed as a restriction running with the land and shall be binding upon any person to whom title to the Premises is transferred as well as upon the heirs, executors, administrators, personal or legal representatives, successors, and assigns of all such persons.

19. Throughout this Deed of Easement, the singular shall include the plural, and the masculine shall include the feminine, unless the text indicates otherwise.

20. The word 'Grantor' shall mean any and all persons who lawfully succeed to the rights and responsibilities of the Grantor, including but not limited to the Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns.

21. Wherever in this Deed of Easement any party shall be designated or referred to by name or general reference, such designation shall have the same effect as if the 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. In the event that the law permits the conveyance of said development rights, Grantee agrees to reimburse the Committee at a certain percent of the value of the development rights as determined at the time of the subsequent conveyance. The actual percentage of reimbursement by the Grantee to the Committee shall be determined according to the percentage of cost sharing between said parties at the time when they enter into their own grant agreement for the enrollment of these development rights in the New Jersey Agriculture Retention and Development Program.

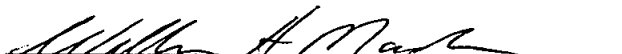
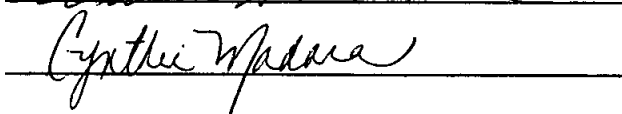
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23. That portion of the net proceeds, representing the value of the land only (and not the value of the improvements), of a condemnation award or other disposition of the Premises following termination of this Deed of Easement, as permitted pursuant 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 **(\$3,450.00 / \$28,750.00)**. Furthermore, the Grantee's proceeds shall be distributed among the Grantee and the Committee in shares in proportion to their respective cost share grants in the event that the Grantee and the Committee, subsequent to the date of this Deed of Easement, enter into a cost sharing grant agreement. The Grantee shall use its share of the proceeds in a manner consistent with the provisions of N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32.

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

25. 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.

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.

 William Madara
 Cynthia Madara


(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF NEW JERSEY, COUNTY OF Gloucester SS.:

I CERTIFY that on March 24, 2006,

William Madara and Cynthia Madara personally came before me and acknowledged under oath, to my satisfaction, this that 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 \$ 272,023.00.


 Print name and title below signature

Robert J. Smith
 NJ Attorney at Law



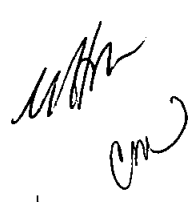
(CORPORATE ACKNOWLEDGMENT)

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I CERTIFY that on _____ 20 ____, the subscriber _____, personally appeared before me, who, being by me duly sworn on his or her oath, deposes and makes proof to my satisfaction, that he or she is the Secretary of _____, the Corporation named in the within Instrument; that _____ is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation, that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his or her name thereto as attesting witness; and that the full and actual consideration paid to purchase a development easement as evidenced by the DEED OF EASEMENT is \$ _____ and the mutual obligations and benefits contained herein.

Sworn to and subscribed before me, the date aforesaid

Print name and title below signature

Handwritten signature and initials in the bottom right corner of the page.

(COUNTY AGRICULTURE DEVELOPMENT BOARD)

THE UNDERSIGNED, being Chairperson of the Gloucester County Agriculture Development Board, hereby accepts and approves the foregoing restrictions, benefits and covenants.

ACCEPTED AND APPROVED this 24th day of March, 2006.

Russell S. Marino
Chairperson

Gloucester County Agriculture Development Board

STATE OF NEW JERSEY, COUNTY OF Gloucester SS.:

I CERTIFY that on March 24th, 2006,

Russell S. Marino 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 Board's act and deed; and (c) is the Chairperson of the Gloucester County Agriculture Development Board.

Kenneth P. Atkinson
Print name and title below signature

KENNETH P. ATKINSON
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 20, 2008

(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 has authorized a grant of _____% of the purchase price of the development easement to _____ County in the amount of \$ _____.

Gregory Romano, Executive Director
State Agriculture Development Committee

Date

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I CERTIFY that on _____, 20____,

_____ 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.


Print name and title below signature

[Handwritten signatures]

(COUNTY OF GLOUCESTER)

THE GLOUCESTER COUNT BOARD OF CHOSEN FREEHOLDERS 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 pursuant to the provisions of the Gloucester County Farmland and Open Space Trust Fund Plan.

ACCEPTED AND APPROVED this 24th day of March, 2006.


 Stephen M. Sweeney, Director
 Gloucester County Board of Chosen Freeholders

STATE OF NEW JERSEY, COUNTY OF Gloucester SS.:

I CERTIFY that on March 24, 2006, the subscriber, STEPHEN M. SWEENEY, personally came before me and acknowledge under oath, to my satisfaction that this person:

- (a) is named and personally signed this DEED OF EASEMENT;
- (b) signed, sealed and delivered this DEED OF EASEMENT as the Board's act and deed;
- (c) is the Director of the Gloucester County Board of Chosen Freeholders

Signed and sworn to before me on March 24, 2006.


 Print name and title below signature

KENNETH P. ATKINSON
 NOTARY PUBLIC OF NEW JERSEY
 My Commission Expires May 20, 2008





BACH Associates, P C
ENGINEERS • ARCHITECTS • PLANNERS

DESCRIPTION OF PROPERTY
Farmland Preservation Easement
William H., Jr. & Cynthia Madara

Mantua Township
Gloucester County
Lands N/F William H., Jr. & Cynthia Madara

March 14, 2006
Block 260, Lot 13

ALL THAT CERTAIN tract or parcel of land located at 816 Lambs Road in the Township of Mantua, County of Gloucester, State of New Jersey, bounded and described as follows:

BEGINNING at the intersection of the Northeasterly line of Lot 14, Block 260 with the northwesterly right-of-way line of Lambs Road, County Route #635 (38' from centerline) and on New Jersey Plan Coordinate System NAD 1983 (NJPCS) having NJPCS values N 325,794.4451 feet and E 307,537.1523 feet, and from said beginning point and in the said bearing system running:

(1) Along said Northeasterly line of Lot 14, North 47 Degrees 55 Minutes 29 Seconds West, a distance of 210.75 feet to a point in same; thence

(2) Along the Northwesterly line of Lots 14 and 14.01, Block 260, South 39 Degrees 54 Minutes 03 Seconds West, a distance of 308.85 feet to a point in the Northwesterly line of Lot 14.02, Block 260, said point also being in the division line between the Township of Mantua and the Township of Harrison, Gloucester County; thence

(3) Along said township division line, North 51 Degrees 30 Minutes 48 Seconds West, a distance of 405.90 feet to a point in the southerly line of Lot 15, Block 260; thence

(4) Along said Southerly line of Lot 15, South 79 Degrees 47 Minutes 06 Seconds East, distance of 194.99 feet to a point in the same; thence

(5) Along the Easterly line of Lot 15, North 15 Degrees 52 Minutes 09 Seconds East, a distance of 871.84 feet to a point in the same; thence

(6) Still along same Easterly line of Lot 15, North 84 Degrees 06 Minutes 55 Seconds East, a distance of 377.54 feet to a point in the same; thence

(7) Still along said Easterly line of Lot 15, South 50 Degrees 12 Minutes 31 Seconds East, a distance of 310.47 feet to a point in the Northwesterly line of Exception #2; thence

(8) Along said Northwesterly line of Exception #2, South 39 Degrees 47 Minutes 30 Seconds West, a distance of 192.19 feet to a point in the Northeasterly line of Exception #1; thence

(9) Along said Northeasterly line of Exception #1, North 50 Degrees 12 Minutes 30 Seconds West, a distance of 105.48 feet to a point in same (having NJPCS Values of N 326,515.1692 feet and E 307,705.2293 feet; thence

March 14, 2006

Block 260, Lot 13

Bach File No. GC2005-1H

(10) Along the Northwestern line of Exception #1, South 39 Degrees 47 Minutes 30 Seconds West, a distance of 182.20 feet to a point in the Northeasterly line of Lot 13.02, Block 260; thence

(11) Along said Northeasterly line of Lot 13.02, North 45 Degrees 12 Minutes 31 Seconds West, a distance of 88.59 feet to a point in same; thence

(12) Along the Northwestern line of Lots 13.02 and 13.01, South 39 Degrees 47 Minutes 30 Seconds West, a distance of 300.00 feet to a point in the same; thence

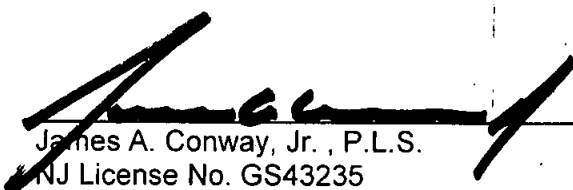
(13) Along said Southwesterly line of Lot 13.01, South 45 Degrees 12 Minutes 31 Seconds East, a distance of 421.99 feet to a point in Northwestern right-of-way line of Lambs Road (38' from centerline); thence

(14) Along said Northwestern right-of-way line of Lambs Road, South 39 Degrees 47 Minutes 30 Seconds West, a distance of 150.14 feet to the Point of Beginning.



Containing within said bounds 9.785 Acres.

Total Net Farmland Preservation Easement 9.785 Acres.

The above description was written pursuant to a survey of property designated as Block 260, Lot 13 on the municipal tax map of Mantua Township, County of Gloucester, State of New Jersey, said survey was prepared by Bach Associates, P.C., 304 White Horse Pike, Haddon Heights, New Jersey, 08035, dated March 9, 2006, No revision date, and is marked as file No. GC2005-1H.


James A. Conway, Jr., P.L.S.
NJ License No. GS43235

3/14/06
Date

SCHEDULE "B"

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

A handwritten signature in black ink, appearing to be "K. H. H." followed by a flourish, and a second signature below it that appears to be "C. M."



BACH Associates, P.C.

ENGINEERS • ARCHITECTS • PLANNERS

DESCRIPTION OF PROPERTY

Exception #1

William H., Jr. & Cynthia Madara

Mantua Township
Gloucester County
Lands N/F William H., Jr. & Cynthia Madara

March 14, 2006
Block 260, Lots 13

ALL THAT CERTAIN tract or parcel of land located at 816 Lambs Road in the Township of Mantua, County of Gloucester, State of New Jersey, bounded and described as follows:

BEGINNING at the intersection of the Northeasterly line of Lot 13.02, Block 260 with the Northwestern right-of-way line of Lambs Road, County Route #635 (38' from centerline), and on New Jersey Plan Coordinate System NAD 1983 (NJPCS) and from said beginning point and in the said bearing system running:

(1) Along said Northeasterly line of Lot 13.02, North 45 Degrees 12 Minutes 31 Seconds West, a distance of 333.40 feet to a point in the same; thence

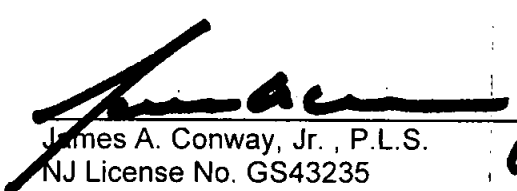
(2) Along the Easterly line of Lot 13, Block 260, North 39 Degrees 47 Minutes 30 Seconds East, a distance of 182.20 feet to a point in same (having NJPCS Values N 326,515.1692 feet and E 307,705.2293 feet); thence

(3) Still along same Easterly line of Lot 13 and also along the Southwesterly line of Exception #2, South 50 Degrees 12 Minutes 30 Seconds East, a distance of 332.13 feet to a point in the Northwestern right-of-way line of Lambs Road (38' from centerline); thence

(4) Along said Northwestern right-of-way line of Lambs Road, South 39 Degrees 47 Minutes 30 Seconds West, a distance of 211.26 feet to the Point of Beginning.

Containing within said Exception 1.500 Acres

The above description was written pursuant to a survey of property designated as Block 260, Lot 13 on the municipal tax map of Mantua Township, County of Gloucester, State of New Jersey, said survey was prepared by Bach Associates, P.C., 304 White Horse Pike, Haddon Heights, New Jersey, 08035, dated March 9, 2006, No revision date, and is marked as file No. GC2005-1H.


James A. Conway, Jr., P.L.S.
NJ License No. GS43235

 3/14/06
Date



BACH Associates, P.C.
ENGINEERS • ARCHITECTS • PLANNERS

DESCRIPTION OF PROPERTY

Exception #2

William H., Jr. & Cynthia Madara

Mantua Township
Gloucester County
Lands N/F William H., Jr. & Cynthia Madara

March 14, 2006
Block 260, Lots 13

ALL THAT CERTAIN tract or parcel of land located at 816 Lambs Road in the Township of Mantua, County of Gloucester, State of New Jersey, bounded and described as follows:

BEGINNING at the intersection of the Northeasterly line of Exception #1 with the Northwesterly right-of-way line of Lambs Road, County Route #635 (38' from centerline) and on New Jersey Plan Coordinate System NAD 1983 (NJPCS) having NJPCS Values N 326,302.6174 feet and E 307,960.4185 feet and from said beginning point and in the said bearing system running:

(1) Along the Northeasterly line of Exception #1, North 50 Degrees 12 Minutes 30 Seconds West, a distance of 226.65 feet to a point in same; thence

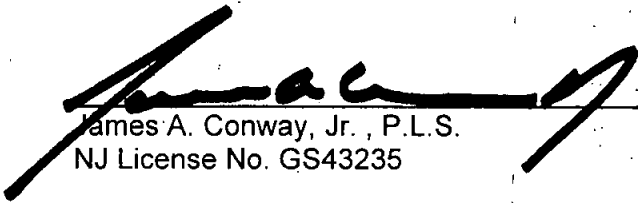
(2) Along the Easterly line Lot 13, Block 260, North 39 Degrees 47 Minutes 30 Seconds East, a distance of 192.19 feet to a point in the Easterly line of Lot 15, Block 260; thence

(3) Along said Easterly line of Lot 15, South 50 Degrees 12 Minutes 30 Seconds East, a distance of 226.65 feet to a point in the Northwesterly right-of-way line of Lambs Road (38' from centerline); thence

(4) Along said Northwesterly right-of-way line of Lambs Road, South 39 Degrees 47 Minutes 30 Seconds West, a distance of 192.19 feet to the Point of Beginning.

Containing within said Exception 1.000 Acres

The above description was written pursuant to a survey of property designated as Block 260, Lot 13 on the municipal tax map of Mantua Township, County of Gloucester, State of New Jersey, said survey was prepared by Bach Associates, P.C., 304 White Horse Pike, Haddon Heights, New Jersey, 08035, dated March 9, 2006, No revision date, and is marked as file No. GC2005-1H.


James A. Conway, Jr., P.L.S.
NJ License No. GS43235


Date