

CORRECTIVE DEED OF EASEMENT

STATE OF NEW JERSEY AGRICULTURE RETENTION AND DEVELOPMENT PROGRAM



This Deed is made February 13, 2006/7

Docket# 11026 Type: EAS Pages: 13
James N. Hosan, Gloucester County Clerk
Receipt#: 10661 12:42:50 P.M. 02/22/2007
Recording Fee: \$0.00 DB 4349 59

BETWEEN Heilig Orchards, Inc,
Whose address is **211 Heilig 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, and for the limited purpose of restrictions contained in Paragraph 13(b), the tract of land described in the attached Schedule C, which schedules are incorporated by reference in this Deed of Easement, for and in consideration of the sum of **One Million Six Hundred Ten Thousand Four Hundred Thirty Dollars (\$1,610,430.00)**.

Any reference in this Deed of Easement to "Premises" refers to the property described in Schedule A and, and for the limited purpose of restrictions contained in Paragraph 13(b), the tract of land described in the attached Schedule C.

The tax map reference for the Premises is:

Township of Mantua
Block 265, Lots 3, 3.01, 6.01, 6.02, 9.01, 10

This Deed of Easement is being recorded to correct prior Deed of Easement dated June 14, 2006 and recorded in the Gloucester County Clerk's Office in Deed Book 4244, page 281. The purpose of this Corrective Deed of Easement is to reflect the existence of only one Schedule A. Additionally four other typographical errors were corrected, the granting clause concerning Schedule C, Section 13 (b) has been revised and unnecessary language was removed from Section 14.

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 Agriculture 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 Agriculture Development Committee then appertaining; and

WHEREAS, this Deed of Easement presently recites that the State Agriculture Development Committee ("Committee") may exercise certain rights and prerogatives with respect to the within easement in anticipation of, and solely in order to facilitate, the possible enrollment of this easement at a future date in the State 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;

Prepared by:


Robert J. Smith, Esq.
Print name and title
SCADB

HCH Jr
HCH III
K & H

CORRECTIVE DEED OF EASEMENT

STATE OF NEW JERSEY

AGRICULTURE RETENTION AND DEVELOPMENT PROGRAM

This Deed is made June 14, 2006

BETWEEN Hellig Orchards, Inc.
Whose address is 241 Hellig 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, 08093, 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, and for the limited purpose of restrictions contained in Paragraph 13(b) the tract of land described in the attached Schedule C, which schedules are incorporated by reference in this Deed of Easement, for and in consideration of the sum of One Million Six Hundred Ten Thousand Four Hundred Thirty Dollars (\$1,610,430.00).

Any reference in this Deed of Easement to "Premises" refers to the property described in Schedule A and for the limited purpose of restrictions contained in Paragraph 13(b) the tract of land described in the attached Schedule C.

The tax map reference for the Premises is:

Township of Mantua
Block 285, Lots 3, 3.61, 6.01, 6.02, 9.01, 10

This Deed of Easement is being recorded to correct prior Deed of Easement dated June 14, 2006 and recorded in the Gloucester County Clerk's Office in Deed Book 4244, page 284. The purpose of this Corrective Deed of Easement is to reflect the existence of only one Schedule A. Additionally, four other typographical errors were corrected, the granting clause concerning Schedule C, Section 13 (b) has been revised and unnecessary language was removed from Section 1A.

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 Agriculture 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 Agriculture Development Committee then appearing; and

WHEREAS, this Deed of Easement presently recites that the State Agriculture Development Committee ("Committee") may exercise certain rights and prerogatives with respect to the within easement in anticipation of, and solely in order to facilitate, the possible enrollment of this easement at a future date in the State 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;

Prepared by:

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.

H. C. H. Jr.
H. C. H. III
K. S. H.

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 zero (0) 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.

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, for agricultural, residential and recreational uses subject to the following conditions:

- i. The exception can be severed from the premises.
- ii. The exception is limited to one (1) residential dwelling.
- iii. Grantors, grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns or any person to whom title to the Exception Area is transferred as well as the heirs, executors, administrators, personal or legal representatives, successors and assigns of all such persons are hereby notified and made aware that the Exception Area is adjacent to a parcel ("Premises") permanently deed restricted under the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. Such persons taking title to the Exception Area are notified and made aware the agriculture is the accepted and preferred use of the adjacent Premises and that the adjacent Premises shall continue in agricultural use as defined in Section 2 of this Deed of Easement.

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. 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.

HCH Jr.
HCH III
K.A.H.

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.

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 **(\$12,900.00 / \$15,000.00)**. 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.

HCH Jn.
HCH III
KBA

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 Agriculture 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 Agriculture 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.

H. Carl Heilig, Jr.
H. Carl Heilig, Jr., President, Heilig Orchards, Inc.

Henry Carl Heilig III
Henry Carl Heilig III, Vice-President, Heilig Orchards, Inc.

Karen S. Heilig
Karen S. Heilig, Secretary, Heilig Orchards, Inc.

(CORPORATE ACKNOWLEDGMENT)

STATE OF NEW JERSEY, COUNTY OF Gloucester SS.:

I CERTIFY that on Feb. 13 2007, the subscriber Karen S. Heilig, 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 Heilig Orchards, Inc., the Corporation named in the within Instrument; that H. Carl Heilig, Jr. 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 \$ 160,430.00 and the mutual obligations and benefits contained herein.

Sworn to and subscribed before me, the date aforesaid

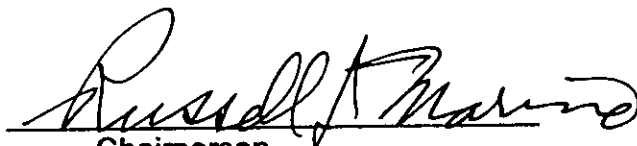
[Signature]
Print name and title below signature
KATH P. ATKINSON
PUBLIC OF NEW JERSEY

HCH Jr.
HCH III
K S. H

(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 13 day of February, 2007


Chairperson

Gloucester County Agriculture Development Board

STATE OF NEW JERSEY, COUNTY OF Gloucester SS.:

I CERTIFY that on February 13th, 2007,

Russell B. 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.

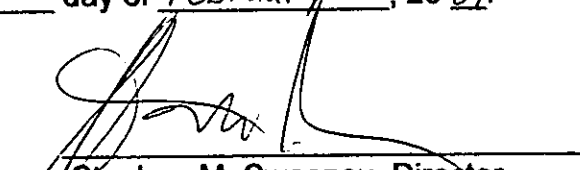

Print name and title below signature

KENNETH P. ATKINS
JUDICIAL PUBLIC OF NEW JERSEY
Commission Expires May 20, 2007

(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 13th day of February, 2007


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

STATE OF NEW JERSEY, COUNTY OF Gloucester SS.:

I CERTIFY that on February 13, 2007, 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 February 13, 2007.


Print name and title below signature

KENNETH P. ATKINS
JUDICIAL PUBLIC OF NEW JERSEY
Commission Expires May 20, 2007

HC H. Jr.
HC H. III
K. S. Hilig



SCHEDULE "A"
DESCRIPTION OF PROPERTY
Heilig Orchards

Mantua Township
Gloucester County
Lands N/F Heilig Orchards, Inc.

December 10, 2006
Block 265
Lots 3, 3.01, 6.01, 6.02, 9.01 & 10
Farmland Preservation Easement

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

BEGINNING at the intersection of the widened Southerly right-of-way line of Pitman-Jefferson Road, County Route 624 (38.00' from centerline) with the Easterly line of Lot 2, Block 265, (said point having New Jersey Plane Coordinates System NAD 1983 (NJPCS) values N 333,288.0429 feet and E 303,761.3761 feet), and from said beginning point and in the said bearing system running; thence

(1) Along said widened Southerly right-of-way line of Pitman-Jefferson Road, South 77 Degrees 38 Minutes 13 Seconds East, a distance of 202.81 feet to a point in the Westerly line of Lot 3.02, Block 265, thence;

(2) Along said Westerly line of said Lot 3.02, Block 265, South 12 Degrees 21 Minutes 48 Seconds West, a distance of 461.57 feet to a point in Southerly line of Lot 3.02, Block 265; thence

(3) Along said Southerly line of Lot 3.02, Block 265, South 77 Degrees 38 Minutes 12 Seconds East, a distance of 202.74 feet to a point in the Westerly line of Lot 4, Block 265; thence

(4) Along said Westerly line of Lot 4, Block 265, South 28 Degrees 39 Minutes 43 Seconds West, a distance of 643.37 feet to a point in same; thence

(5) Still along same Westerly line of Lot 4, Block 265, South 49 Degrees 50 Minutes 37 Seconds West, a distance of 18.04 feet to a point in the same; thence

(6) Still along same Westerly line of Lot 4, Block 265, South 88 Degrees 35 Minutes 43 Seconds East, a distance of 188.70 feet to a point in the same; thence

(7) Still along same Westerly line of Lot 4, Block 265, North 61 Degrees 04 Minutes 17 Seconds West, a distance of 135.29 feet to a point in the same; thence

(8) Still along same Westerly line of Lot 4, Block 265, South 28 Degrees 55 Minutes 43 Seconds West, a distance of 30.00 feet to a point in the Southerly line of Lot 4, Block 265; thence

(9) Along said Southerly line of Lot 4, Block 265, South 61 Degrees 04 Minutes 17 Seconds East, a distance of 143.42 feet to a point in the same; thence

(10) Still along same Southerly line of Lot 4, Block 265, North 88 Degrees 35 Minutes, 43 Seconds East, a distance of 196.83 feet to a found pin in same; thence

HCH Jr.

HCH III

K.S. 24

(11) Still along same Southerly line of Lot 4, Block 265, North 81 Degrees 59 Minutes 17 Seconds East, a distance of 179.87 to a point in the same; thence

(12) Still along same Southerly line of Lot 4, Block 265, South 76 Degrees 28 Minutes 17 Seconds East, a distance of 163.56 feet to a point in the same; thence

(13) Still along same Southerly line of Lot 4, Block 265, South 72 Degrees 03 Minutes 17 Seconds East, a distance of 515.69 feet to a found iron pin in the Southerly line of Lot 13, block 265; thence

(14) Along said Southerly line of Lot 13, Block 265, South 84 Degrees 50 Minutes 17 Seconds East, a distance of 363.24 feet to a point in the Westerly line of Lot 7, Block 265; thence

(15) Along said Westerly line of Lot 7, Block 265, South 07 Degrees 20 Minutes 34 Seconds West, a distance of 120.32 feet to a point in the same; thence

(16) Still along same Westerly line of Lot 7, Block 265, South 47 Degrees 06 Minutes 13 Seconds East, a distance of 159.44 feet to a point in the Westerly line of Lot 6.04, Block 265; thence

(17) Along said Westerly line of Lot 6.04 and also Lots 6.03 and 6, Block 265, South 28 Degrees 16 Minutes 02 Seconds West, a distance of 860.70 feet to a point in the same; thence

(18) Along said Westerly line of Lot 6, Block 265, South 75 Degrees 28 Minutes 17 Seconds East, a distance of 137.30 feet to a point in the same; thence

(19) Still along same Westerly line of Lot 6, Block 265, South 14 Degrees 42 Minutes 00 Seconds West, a distance of 631.49 feet to a found stone in the Westerly line of Lot 8, Block 265; thence

(20) Along said Westerly line of Lot 8, Block 265, South 14 Degrees 49 Minutes 45 Seconds West, a distance of 435.12 feet to a found stone in the Northerly line of Lot 9, Block 265, having a NJPCS value of N 329,826.5251 feet and E 304,532.4948 feet; thence

(21) Along said Northerly line of Lot 9 and also Lot 9.05, Block 265, North 67 Degrees 04 Minutes 38 Seconds West, a distance of 1103.31 feet to a point in the Easterly line of Lot 9.02, Block 265; thence

(22) Along said Easterly line of Lot 9.02, Block 265, North 19 Degrees 01 Minutes 04 Seconds East, a distance of 655.91 feet to a found stone in the Northerly line of lot 9.02, Block 265; thence

(23) Along said Northerly line of Lot 9.02, Block 265, North 75 Degrees 07 Minutes 32 Seconds West, a distance of 156.78 feet to a found concrete monument in same; thence

(24) Still along same Northerly line of Lot 9.02, Block 265, North 14 Degrees, 48 Minutes 25 Seconds East, a distance of 112.15 feet to a point in the same; thence

HCH Jr.
HCH III

KSH

(25) Still along same Northerly line of Lot 9.02, Block 265, North 74 Degrees 32 Minutes 14 Seconds West, a distance of 623.16 feet to a point in the Westerly line of Lot 9.02, Block 265; thence

(26) Along said Westerly line of Lot 9.02, Block 265, South 15 Degrees 50 Minutes 15 Seconds West, a distance of 1,898.96 feet to a point in the widened Northerly right-of-way line of Heilig Road, (25 feet from centerline); thence

(27) Along said widened Northerly right-of-way line of Heilig Road, North 80 Degrees 27 Minutes 39 Seconds West, a distance of 16.88 feet to a point in the Township line between Mantua Township and Harrison Township; thence

(28) Along said Township line, North 52 Degrees 23 Minutes 25 Seconds West, a distance of 681.41 feet to a point in the Easterly line of Lot 11, Block 265; thence

(29) Along said Easterly line of Lot 11, Block 265, North 16 Degrees 51 Minutes 33 Seconds East, a distance of 1,644.27 feet to a point in the Southerly line of Lot 2, Block 265; thence

(30) Along said Southerly line of Lot 2, Block 265, South 74 Degrees 32 Minutes 14 Seconds East, a distance of 268.71 feet to a found stone in the Easterly line of Lot 2, Block 265, (having NJPCS values of N 331,284.8149 feet and E 302,667.8482 feet); thence

(31) Along said Easterly line of Lot 2, Block 265, North 28 Degrees 37 Minutes 46 Seconds East, a distance of 2,282.40 feet to the Place of Beginning.

Containing within said bounds 110.862 Acres

Excepting from said parcel the following 3.500 Acre severable exception area:

BEGINNING at a point in the widened Southerly right-of-way line of Pitman-Jefferson Road, County Route 624 (38.00' from centerline) said point being South 77 Degrees 38 Minutes 13 Seconds East, a distance of 52.08 feet from the intersection of said widened Southerly right-of-way line of Pitman-Jefferson Road with the Easterly line of Lot 2, Block 265, (said tie point having New Jersey Plane Coordinate System NAD 1983 (NJPCS) values N 333,288.0429 feet and E 303,761.3761 feet), and from said beginning point and in the said bearing system running; thence

(1) Along said widened Southerly right-of-way line of Pitman-Jefferson Road, South 77 Degrees 38 Minutes 13 Seconds East, a distance of 202.81 feet to a point in the Westerly line of Lot 3.02, Block 265; thence

(2) Along said Westerly line of Lot 3.02, Block 265, South 12 Degrees 21 Minutes 48 Seconds West, a distance of 461.57 feet to a point in Southerly line of Lot 3.02, Block 265; thence

(3) Along said Southerly line of Lot 3.02, Block 265, South 77 Degrees 38 Minutes 12 Seconds East, a distance of 202.74 feet to a point in the Westerly line of Lot 4, Block 265; thence

HCH Jr.
HCH II

2/1/04

(4) Along said Westerly line of Lot 4, Block 265, South 28 Degrees 39 Minutes 43 Seconds West, a distance of 129.21 feet to a point in same; thence the following 2 courses through Lot 3, Block 265; thence

(5) North 61 Degrees 22 Minutes 14 Seconds West, a distance of 518.53 feet to a point; thence

(6) North 28 Degrees 37 Minutes 46 Seconds East, a distance of 458.71 feet to the Place of Beginning.

Containing within said Exception Parcel 3.500 Acres

Total Farmland Preservation Easement 107.632 Acres

The above description was written pursuant to a survey of property designated as Block 265, Lots 3, 3.01, 6.01, 6.02, 9.01 and 10 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 June 7, 2006, last revised on December 11, 2006 and is marked as file No. GC2005-1D.


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

 12/10/06
Date

S:\GC2005\GC2005-1D HELIG ORCHARDS INC\Legal-Hellig Orchards merged A&C 1-8-07.doc

HCH Jr.
HCH III
K.S.H.

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.

H C H Jr.
H C H III
K S H



SCHEDULE C
DESCRIPTION OF PROPERTY
Heilig Orchards

Mantua Township
Gloucester County
Lands N/F Heilig Orchards, Inc.

December 10, 2006
Block 265
Lots 3, 3.01, 6.01, 6.02, 9.01 & 10
Exception Parcel

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

BEGINNING at a point in the widened Southerly right-of-way line of Pitman-Jefferson Road, County Route 624 (38.00' from centerline) said point being South 77 Degrees 38 Minutes 13 Seconds East, a distance of 52.08 feet from the intersection of said widened Southerly right-of-way line of Pitman-Jefferson Road with the Easterly line of Lot 2, Block 265, (said tie point having New Jersey Plane Coordinate System NAD 1983 (NJPCS) values N 333,288.0429 feet and E 303,761.3761 feet), and from said beginning point and in the said bearing system running; thence

(1) Along said widened Southerly right-of-way line of Pitman-Jefferson Road, South 77 Degrees 38 Minutes 13 Seconds East, a distance of 202.81 feet to a point in the Westerly line of Lot 3.02, Block 265; thence

(2) Along said Westerly line of Lot 3.02, Block 265, South 12 Degrees 21 Minutes 48 Seconds West, a distance of 461.57 feet to a point in Southerly line of Lot 3.02, Block 265; thence

(3) Along said Southerly line of Lot 3.02, Block 265, South 77 Degrees 38 Minutes 12 Seconds East, a distance of 202.74 feet to a point in the Westerly line of Lot 4, Block 265; thence

(4) Along said Westerly line of Lot 4, Block 265, South 28 Degrees 39 Minutes 43 Seconds West, a distance of 129.21 feet to a point in same; thence the following 2 courses through Lot 3, Block 265; thence

(5) North 61 Degrees 22 Minutes 14 Seconds West, a distance of 518.53 feet to a point; thence

(6) North 28 Degrees 37 Minutes 46 Seconds East, a distance of 458.71 feet to the Place of Beginning.

Containing within said Exception Parcel 3.500 Acres

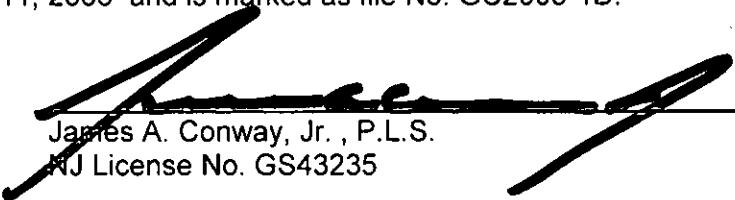
HCH Jr.
HCH III

December 10, 2006

Block 265, Lots 3, 3.01, 6.01, 6.02, 9.01 & 10

Bach File No. GC2005-1D

The above description was written pursuant to a survey of property designated as Block 265, Lots 3, 3.01, 6.01, 6.02, 9.01 and 10 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 June 7, 2006, last revised on December 11, 2006 and is marked as file No. GC2005-1D.


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

12/14/06
Date

HCH Jr.

HCH III

HSK