



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

This Deed of Easement is made February 1, 2011.

Between **Gary Prowe**, whose address is 180 Heilig Road, Sewell, NJ, 08080, 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 Street, Woodbury, New Jersey 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, which schedule is incorporated by reference in this Deed of Easement, for and in consideration of the sum of **Three Hundred Forty Seven Thousand Nine Hundred Fourteen Dollars and Zero Cents (\$347,914.00)**.

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:

Docket: 00006207 Type: Easement Pages: 17
 James M. Hogan, Gloucester County Clerk
 Receipt #: 8361 10:54:39A Feb 14, 2011
 Recording Fee: 57.00 DB 4846 .191

Township of Mantua
Block 265, Lot 9.02

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 Agriculture 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 Agriculture 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 of New Jersey Agriculture Retention and Development Program, it being explicitly understood that any such rights

Prepared by: August E. Knestaut
 August E. Knestaut, Esq.
 Assistant County Counsel, County of Gloucester

AD

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

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

Cary Proue

Current Resident Address:

Street:

180 Heilig Rd

City, Town, Post Office

Sewell

State

NJ

Zip Code

08080

PROPERTY INFORMATION (Brief Property Description)

Block(s)

265

Lot(s)

9.02 + 99

Qualifier

Street Address:

Heilig Road

City, Town, Post Office

Mantua Twp.

State

NJ

Zip Code

08080

Seller's Percentage of Ownership

100%

Consideration

347,914.00

Closing Date

2-1-11

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to NON-residents)

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

SELLER(S) DECLARATION

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

2-1-11

Date

Signature

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

Date

Signature

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

and prerogatives of said Committee are inchoate and shall not actually be exercised until such time as this Deed of Easement is in fact enrolled in the aforesaid State Program by: (1) the Committee providing a cost share grant to the Grantee for the acquisition of the Deed of Easement pursuant to N.J.S.A. 4:1C-11 et seq.; and (2) the Committee and Grantee entering into a cost sharing grant agreement;

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.

AP.

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 area to be preserved 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 Exception Area, as described in the attached Schedule C, subject to the following conditions:

- i. The Exception Area cannot be severed and/or subdivided from the premises.
- ii. The Exception Area is limited to one (1) residential unit.
- iii. Pertaining to the Exception Area, Grantors, grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns or any person who is occupying or residing on the Exception Area 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 occupying or residing on the Exception Area are notified and made aware that 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 the Deed of Easement.

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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.

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 percentage of the value of the development rights as determined at the time of the subsequent conveyance. The percentage of reimbursement shall be based on the respective funding contributions of the Grantee and Committee as set forth in the cost-sharing grant agreement entered into by Grantee and the Committee when these development rights are enrolled 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 (\$14,000.00/\$19,000.00).

Furthermore, in the event that this Deed of Easement is enrolled in the New Jersey Agriculture Retention and Development Program by the Committee providing the Grantee with a cost share grant for the acquisition of this Deed of Easement, the Grantee's proceeds shall be distributed among the Grantee and the Committee in shares in proportion to their respective cost share grants as set forth in the aforementioned 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.

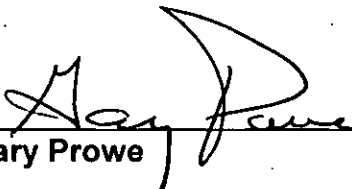
24. Grantor understands and accepts that Grantee may, at its sole option, apply to have this easement enrolled for participation in the State of New Jersey Agriculture Retention and Development Program as administered by the State Agriculture Development Committee. It is the intention of Grantor to convey to Grantee, by this present instrument, all of the rights which would have to 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 by Grantee in connection 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 that this Deed of Easement extends to the

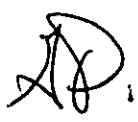
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Committee (which entity is neither a party to this conveyance nor to any of the negotiations and agreements leading up to same) are inchoate and shall not be exercised unless and until the Committee provides a cost share grant to the County for the acquisition of the Deed of Easement pursuant to N.J.S.A. 4:1C-11 et seq. and enters into a cost sharing grant agreement with the County.

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.

 (L.S.)
Gary Prowe



(INDIVIDUAL ACKNOWLEDGMENT)


STATE OF NEW JERSEY, COUNTY OF ^{Camden} GLOUCESTER SS.:

I CERTIFY that on February 2, 2011, **Gary Prowe**, personally came before me and acknowledged under oath, to my satisfaction, that 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 **Three Hundred Forty Seven Thousand Nine Hundred Fourteen Dollars and Zero Cents (\$347,914.00)**


Print name and title below signature

August E. Knestant, Esq.
Attorney at Law
In the State
of New Jersey



(COUNTY BOARD OF CHOSEN FREEHOLDERS)

THE GLOUCESTER COUNTY 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 18 day of January, 2011.



ROBERT M. DAMMING, Director
Gloucester County Board of Chosen Freeholders

STATE OF NEW JERSEY, COUNTY OF GLOUCESTER .SS.:

I CERTIFY that on January 18, 2011, the subscriber ROBERT M. DAMMING, 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 Freeholder Board's act and deed; and
- (c) Is the Director of the Gloucester County Board of Chosen Freeholders.

Signed and sworn to before me on January 18, 2011.


Print name and title below signature
KENNETH P. ATKINSON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 20, 2013



(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 18 day of January, 2011.



West J. Kandle, III, Chairperson
Gloucester County Agriculture Development Board

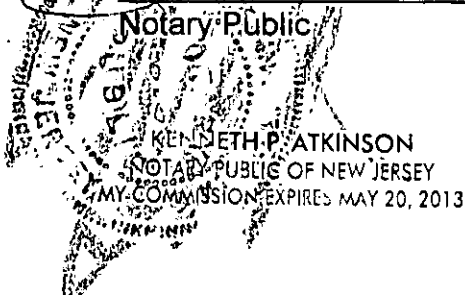
STATE OF NEW JERSEY, COUNTY OF GLOUCESTER SS.:

I CERTIFY that on January 18, 2011, West J. Kandle, III, 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.

Sworn and subscribed before me on January 18, 2011



Notary Public





SCHEDULE "A"
DESCRIPTION OF FARMLAND PRESERVATION EASEMENT
Gary Prowe

Township of Mantua
Gloucester County
Lands N/F Gary Prowe

January 19, 2011
180 Heilig Road
Township of Mantua
Farmland Preservation Easement

ALL THAT CERTAIN tract or parcel of land located on 180 Heilig Road in the Township of Mantua, County of Gloucester, and State of New Jersey, bound and described as follows:

COMMENCING at a point being marked by a found PK nail in the Northerly Right-of-Way line of Heilig Road (25.00' from centerline) where intersected by the Westerly line of Lot 9.02, Block 265, said point having New Jersey State Plane Coordinate System NAD 1983 (NJPCS) Values of N 329,282.9597 feet and E 302,981.6017 feet with a combined average scale factor of 0.999939270, and from said beginning point and in said bearing system running:

- (1) Along said Northerly Right-of-Way line of Heilig Road, North 81 Degrees 56 Minutes 32 Second West, a distance of 59.33 feet to a point in same. Said point being marked by a found iron pipe; thence
- (2) Still along said Northerly Right-of-Way line of Heilig Road, North 80 Degrees 27 Minutes 39 Seconds West, a distance of 440.66 feet to a point in the Easterly line of Lot 10, Block 265, being marked by a found iron pipe, said point having New Jersey State Plane Coordinate System NAD 1983 (NJPCS) Values of N 329,364.2979 feet and E 302,488.3158 feet with a combined average scale factor of 0.999939270; thence
- (3) Along said Easterly line of Lot 10, Block 265, North 15 Degrees 50 Minutes 15 Seconds East, a distance of 1898.96 feet to a point in the Southerly line of lot 3, Block 265. Said point being marked by a found iron pin; thence
- (4) Along said Southerly line of Lot 3, Block 265, South 74 Degrees 32 Minutes 14 Seconds East, a distance of 623.16 feet to a point in same. Said point being marked by a set iron pin; thence
- (5) Still along said Southerly line of Lot 3, Block 265, South 14 Degrees 48 Minutes 25 Seconds West, a distance of 112.15 feet to a point in same. Said point being marked by a found concrete monument; thence
- (6) Still along said Southerly line of Lot 3, Block 265, South 75 Degrees 07 Minutes 32 Seconds East, a distance of 156.78 feet to a point in the Westerly line of Lot 3.01, Block 265. Said point being marked by a found stone; thence
- (7) Along said Westerly line of Lot 3.01 Block 265, South 19 Degrees 01 Minutes 04 Seconds West, a distance of 655.91 feet to a point in the Northerly line of Lot 9.03, Block 265. Said point being 0.33 feet North and 1.08 feet West of a found iron pipe; thence

(8) Along said Northerly line of Lot 9.03 Block 265, North 67 Degrees 04 Minutes 38 Seconds West, a distance of 250.58 feet to a point in the Westerly line of Lot 9.03, Block 265 Said point being marked by a found iron pipe having New Jersey State Plane Coordinate System NAD 1983 (NJPCS) Values of N 330,353.9354 feet and E 303,285.4964 feet with a combined average scale factor of 0.999939270; thence

(9) Along said Westerly line of Lot 9.03, Block 265, South 15 Degrees 50 Minutes 30 Seconds West, a distance of 1113.18 feet to the point and Place of Beginning.

CONTAINING within said Bounds: 25.601 Acres.

Excepting from said Bounds the following 0.750 Acres Non-Severable Exception:

COMMENCING at a point being marked by a set iron pin in Lot 9.02, Block 265, Said iron pin having New Jersey State Plane Coordinate System NAD 1983 (NJPCS) Values of N 329,760.5862 feet and E 303,085.9481 feet with a combined average scale factor of 0.999939270 and being the following two (2) course from the intersection of the Northerly Right-of-Way line of Heilig Road (25.00' from centerline) with the Westerly line of Lot 9.03, Block 265

(A) Along said Westerly line of Lot 9.03, Block 265, North 15 Degrees 50 Minutes 30 Seconds East, a distance of 488.00' to a point in same; thence

(B) Passing through Lot 9.02, Block 265, North 74 Degrees 09 Minutes 30 Seconds West, a distance of 30.00' to the beginning point and from said beginning point and in said bearing system running the following four (4) courses through Lot 9.02, Block 265:

(1) North 74 Degrees 09 Minutes 30 Seconds West, a distance of 175.00 feet to a point, being marked by a set iron pin; thence

(2) North 15 Degrees 50 Minutes 30 Seconds East, a distance of 186.69 feet to a point, being marked by a set iron pin, thence

(3) South 74 Degrees 09 Minutes 30 Seconds East, a distance of 175.00 feet to a point in being marked by a set iron pin, thence

(4) South 15 Degrees 50 Minutes 30 Seconds West, a distance of 186.69 feet to Point and Place of Beginning.

CONTAINING within said Non-Severable Exception: 0.750 Acres. (32,670.00 Sq. Ft.)

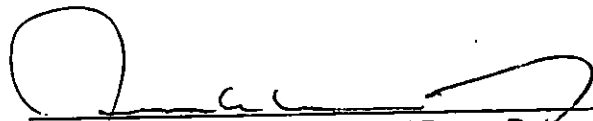
Total Net Farmland Preservation Easement: 24.851 Acres

Subject to the following Easement:

DB 2087 PG 29 – AC Electric/NJ Bell Telephone Blanket Easement

JP

The above description was written pursuant to a Survey of Property designated at Block 265, Lot 9.02 in the Township of Mantua, 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 1-19-11, and is marked as file No. GC2010-5B.

 1/19/2011
James A. Conway, Jr., PLS, PP Date
NJ Professional Land Surveyor License No. 24GS043235
NJ Professional Planner No. 33LI006120

S:\GC2010 Gloucester County\5B Prowell\Legals\Schedule A, Block 265, Lot 9.02 01-19-11.doc



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.

JP.



BACH Associates, P.C.

ENGINEERS • ARCHITECTS • PLANNERS

SCHEDULE "C"
DESCRIPTION OF NON-SEVERABLE EXCEPTION
TO FARMLAND PRESERVATION EASEMENT
Gary Prowe

Township of Mantua
Gloucester County
Lands N/F Gary Prowe

January 19, 2011
180 Heilig Road
Township of Mantua
Non-Severable Exception

ALL THAT CERTAIN tract or parcel of land located on 180 Heilig Road in the Township of Mantua, County of Gloucester, and State of New Jersey, bound and described as follows:

COMMENCING at a point being marked by a set iron pin in Lot 9.02, Block 265, Said iron pin having New Jersey State Plane Coordinate System NAD 1983 (NJPCS) Values of N 329,760.5862 feet and E 303,085.9481 feet with a combined average scale factor of 0.999939270 and being the following two (2) course from the intersection of the Northerly Right-of-Way line of Heilig Road (25.00' from centerline) with the Westerly line of Lot 9.03, Block 265

(A) Along said Westerly line of Lot 9.03, Block 265, North 15 Degrees 50 Minutes 30 Seconds East, a distance of 488.00' to a point in same; thence

(B) Passing through Lot 9.02, Block 265, North 74 Degrees 09 Minutes 30 Seconds West, a distance of 30.00' to the beginning point and from said beginning point and in said bearing system running the following four (4) courses through Lot 9.02, Block 265:

(1) North 74 Degrees 09 Minutes 30 Seconds West, a distance of 175.00 feet to a point, being marked by a set iron pin; thence

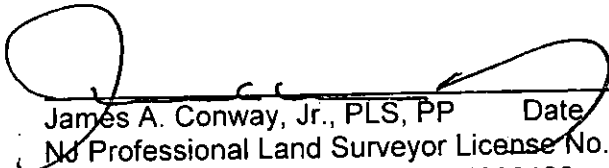
(2) North 15 Degrees 50 Minutes 30 Seconds East, a distance of 186.69 feet to a point, being marked by a set iron pin, thence

(3) South 74 Degrees 09 Minutes 30 Seconds East, a distance of 175.00 feet to a point in being marked by a set iron pin, thence

(4) South 15 Degrees 50 Minutes 30 Seconds West, a distance of 186.69 feet to Point and Place of Beginning.

CONTAINING within said Non-Severable Exception: 0.750 Acres. (32,670.00 Sq. Ft.)

The above description was written pursuant to a Survey of Property designated at Block 265, Lot 9.02 in the Township of Mantua, 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 1-19-11, and is marked as file No. GC2010-5B.


James A. Conway, Jr., PLS, PP Date 1/19/2011
NJ Professional Land Surveyor License No. 24GS043235
NJ Professional Planner No. 33LI006120

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STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L.1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

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

STATE OF NEW JERSEY

COUNTY

Camden

SS. County Municipal Code

0810

MUNICIPALITY OF PROPERTY LOCATION

Mantua Twp.

FOR RECORDER'S USE ONLY

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

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

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

Deponent, NANCY WALTERS, being duly sworn according to law upon his/her oath,
(Name)
deposes and says that he/she is the Officer of Title Company in a deed dated February 1, 2011 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 265 Lot number 9.02 + 99 located at
Heilig Road, Mantua Twp and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$ 347,914.00 (See Instructions #1 and #5 on reverse side)

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS:
(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ _____ + _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)

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

B) By or to the United States of America, this State or any instrumentality, agency or subdivision

(5) PARTIAL EXEMPTION FROM FEE (See Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. * (See Instruction #9 on reverse side for A or B)
B. { BLIND PERSON Grantor(s) ☐ legally blind or; *
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ Receiving disability payments ☐ Not gainfully employed*

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

- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN THE CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (See Instruction #9 on reverse side)

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) NEW CONSTRUCTION (See Instructions #2, #10 and #12 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

(7) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this 1 day of February, 2011

Nancy Walters
Signature of Deponent

Grantor Name

PO Box 1367, Blackwood, NJ 08012
Deponent Address

Grantor Address at Time of Sale

XXX-XXX-
Last 3 digits in Grantor's Social Security Number

Presidential Title Agency, Inc

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

Mary E. Pensabene
MARY E. PENSABENE
Notary Public of New Jersey
My Commission Expires October 3, 2012

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.

STATE OF NEW JERSEY - DIVISION OF TAXATION
PO BOX 251

TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at:
www.state.nj.us/treasury/taxation/lpt/localtax.htm