

Prepared by:



William P. Bowman
P.O. Box 330, W. Berlin, NJ 08091

DEED

This Deed is made on: May 26, 2011

BETWEEN

Triad III, L.L.C., at Limited Liability Company

Whose post office address is: P.O. Box 330, West Berlin, New Jersey 08091
referred to as the Grantor,

AND

Still Run Properties LLC

whose post office address is: 183 Cedar Road, Mickelton, N.J. 08056

referred to as the Grantee.

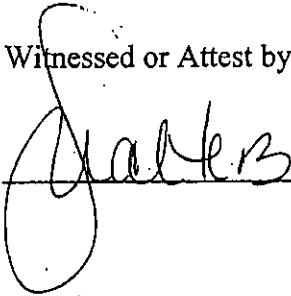
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property called the described below to the Grantee. This transfer is made for the sum of One Million, Three Hundred Forty Three Thousand, Three Hundred Ten Dollars, and No Cents (\$1,343,310.00). The Grantor acknowledges receipt of this money.
2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of Mantua Township, Gloucester County, New Jersey.
Lot and Block: Block 4, Lot 7✓
 Block 1, Lot 5
___ No property tax identification number is available on the date of this Deed.
3. **Property.** The property consists of the land and all the buildings and structures on the land in the Township of Mantua, Gloucester County, State of New Jersey. The legal description is:

X Please see attached Legal Description annexed hereto and made a part hereof.

4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to Grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).
5. **Signatures.** This Deed is signed and attested to be the Grantor's proper corporate officers as of the date at the top of the page. Its corporate seal is affixed.

Witnessed or Attest by:



Triad III, L.L.C. a NJ Limited Liability Co.

By: 

William P. Bowman
Managing Member

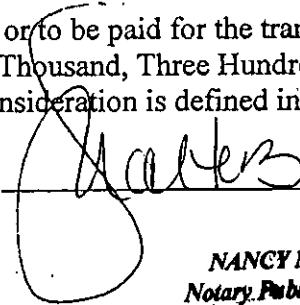
STATE OF NEW JERSEY

Camden
COUNTY OF GLOUCESTER

SS:

I CERTIFY that on this 26 day of May, 2011, William P. Bowman, personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Managing Member of Triad III, L.L.C., a New Jersey Limited Liability Company, the limited liability company named in this Deed;
- (b) this Deed was signed and delivered by the Limited Liability Company as its voluntary act duly authorized by its Operating Agreement and a proper resolution of its Board of Directors;
- (c) this person knows the proper seal of the limited liability company which was affixed to this Deed;
- (d) the full and actual consideration paid or to be paid for the transfer of title is One Million, Three Hundred Forty Three Thousand, Three Hundred Ten dollars, and No Cents (\$1,343,310.00). Such consideration is defined in N.J.S.A. 46:15-5.



NANCY M. WALTERS
Notary Public of New Jersey
My Commission Expires
March 12, 2013

DEED

TRIAD, III, L.L.C.
A Limited Liability Company of the State of New Jersey
P.O. Box, West Berlin, New Jersey 08091

TO

Still Run Properties, LLC

May 26, 2011

Return To
Presidential Title Agency, Inc.
1546 Blackwood-Clementon Road
P.O. Box 1367
Blackwood, N.J. 08012
Agent File No.

New Jersey Title Insurance Company

AMENDED
SCHEDULE A
(Continued)
LEGAL DESCRIPTION

File No. 64320400-11NJ

Commitment No. 64320400-11

ALL that certain lot, parcel or tract of land, situate and lying in the Township of Mantua, County of Gloucester and State of New Jersey being more particularly described as follows:

TRACT #1 - BEGINNING at a point in the Westerly right-of-way line of Cohawkin Road, County Route 667 (50.00 feet wide), where intersected by the Southerly right-of-way line of Barney Hawkins Road (33.00 feet wide), said point being marked by a set iron pin and running; thence

- (1) Along said Westerly right-of-way line of Cohawkin Road, South 06 degrees 50 minutes 19 seconds East, a distance of 377.68 feet to a point in the Northerly line of Lot 4, Block 44, in the Township of Harrison, said point also being in the Township Line between the Township of Mantua and the Township of Harrison and being marked by a set iron pin; thence
- (2) Along said Township line between the Township of Mantua and the Township of Harrison, North 82 degrees 28 minutes 40 seconds West, a distance of 1823.34 feet to a point in the North to a point in the Northeasterly line of Lot 7, Block 1, in the Township of Mantua, said point being marked by a set iron pin; thence
- (3) Along said Northeasterly line of Lot 7, Block 1, North 49 degrees 58 minutes 59 seconds West, a distance of 7.72 feet to a point in the same, said point being marked by a field stone; thence
- (4) Still along said Northeasterly line of Lot 7, Block 1 and also Lot 4, Block 1, North 49 degrees 42 minutes 03 seconds West, a distance of 375.17 feet to a point in the Easterly line of Lot 3, Block 1, said point being 4.60 feet Northeast from a found stone; thence
- (5) Along said Easterly line of Lot 3, Block 1, North 49 degrees 36 minutes 56 seconds East, a distance of 575.27 feet to a point in the Southerly right-of-way line of Barney Hawkins Road, said point being 0.46 feet West and 0.03 feet South of a found iron pin; thence
- (6) Along said Southerly right-of-way line of Barney Hawkins Road, South 73 degrees 19 minutes 50 seconds East, a distance of 880.37 feet to a point in the Westerly line of Lot 6, Block 1, said point being marked by a set iron pin; thence
- (7) Along said Westerly line of Lot 6, Block 1, South 08 degrees 07 minutes 31 seconds West, a distance of 41.31 feet to a point in the Southerly line of Lot 6, Block 1, said point being marked by a set iron pin; thence
- (8) Along said Southerly line of Lot 6, Block 1, South 81 degrees 16 minutes 29 seconds East, a distance of 295.61 feet to a point in the Southerly right-of-way line of Barney Hawkins Road, said point being marked by a set iron pin;
- (9) Along said Southerly right-of-way line of Barney Hawkins Road, South 73 degrees 19 minutes 50 seconds East, a distance of 508.15 feet to the point and place of beginning.

Containing within said bounds: 22.335 acres.

Subject to all rights-of-ways, easements and restrictions of record.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 5, Block 1 on the Township of Mantua Tax Map.

New Jersey Title Insurance Company

SCHEDULE A - LEGAL DESCRIPTION

(Continued)

File No. 64320400-11NJ

Commitment No. 64320400-11

TRACT #II - BEGINNING at a point in the Easterly right-of-way line of Cohawkin Road, County Route 667 (25.00 feet from centerline), where intersected by the Northerly line of Lot 7.01, Block 4, said point being 0.41 feet South and 0.19 feet East from a found iron pin; and running; thence

- (1) Along said Easterly right-of-way line of Cohawkin Road, South 03 degrees 28 minutes 17 seconds West, a distance of 624.77 feet to a point of curvature in same, said point being marked by a set iron pin; thence
- (2) Still along said Easterly right-of-way line of Cohawkin Road along a curve curving to the left, having a radius of 980.37 feet, arc length of 223.58, chord bearing of South 03 degrees 03 minutes 46 seconds East, and a chord length of 223.09 feet to a point of tangency in same, said point being marked by a set iron pin;
- (3) Still along said Easterly right-of-way line of Cohawkin Road, South 09 degrees 35 minutes 47 seconds East, a distance of 155.52 feet to a point in the Southerly line of Lot 16, Block 4, said point being 4.30 feet West and 0.10 feet North marked by a found monument; thence
- (4) Along the Southerly line of Lot 16, Block 4, South 50 degrees 56 minutes 14 seconds West, a distance of 1018.55 feet to a point in the Westerly line of Lot 15, Block 4, said point being marked by a set iron pin;
- (5) Along said Westerly line of Lot 15, Block 4, South 50 degrees 35 minutes 19 seconds West, a distance of 776.38 feet to a point in the Westerly line of Lot 26, Block 4, said point being marked by a set iron pin;
- (6) Along said Westerly line of Lot 26, Block 4 and also Lot 14.03, Block 4, North 24 degrees 29 minutes 54 seconds West, a distance of 486.02 feet to a point in the Westerly line of Lot 4, Block 4, said point being marked by a set iron pin; thence
- (7) Along said Westerly line of Lot 4, Block 4, North 22 degrees 56 minutes 03 seconds West, a distance of 239.30 feet to a point in the same, said point being marked by a set iron pin; thence
- (8) Still along said Westerly line of Lot 4, Block 4, North 08 degrees 26 minutes 57 seconds East, a distance of 931.08 feet to a point in same, said point being marked by a set iron pin;
- (9) Still along said Westerly line of Lot 4, Block 4, South 82 degrees 05 minutes 03 seconds East, a distance of 630.50 feet to a point in same, said point being marked by a set iron pin; thence
- (10) Still along said Westerly line of Lot 4, Block 4, North 07 degrees 24 minutes 57 seconds East, a distance of 692.78 feet to a point in the Northerly line of Lot 7.01, Block 4, said point being marked by a set iron pin; thence
- (11) Along said Northerly line of Lot 7.01, Block 4, South 86 degrees 37 minutes 22 seconds East, a distance of 836.20 feet to the point and place of beginning.

Containing within said bounds: 49.886 acres.

Subject to all rights-of-ways, easements and restrictions of record.

FOR INFORMATIONAL PURPOSES ONLY: Also known as Lot 7, Block 4 on the Township of Mantua Tax Map.

MUST SUBMIT IN DUPLICATE

AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

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

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

STATE OF NEW JERSEY

COUNTY

Camden

MUNICIPALITY OF PROPERTY LOCATION

Mantua Twp

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

Deponent, Steven R. Brown, being duly sworn according to law upon his/her oath,

deposes and says that he/she is the Grantee in a deed dated _____ transferring
(Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 1 and 4 Lot number 5, 2+7; 7 located at

Cohawkin Road, Mantua
(Street Address, Town)

(2) CONSIDERATION \$ 1,343,310.00 (See Instructions #1, #5, and #11 on reverse side)

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

PROPERTY CLASSIFICATION CHECKED OR CIRCLED BELOW IS TAKEN FROM OFFICIAL ASSESSMENT LIST (A PUBLIC RECORD) OF MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR OF TRANSFER. REFER TO N.J.A.C. 18:12-2.2 ET SEQ.

(A) Grantee required to remit the 1% fee, complete (A) by checking off appropriate box or boxes below.

☐ Class 2 - Residential☐ Class 4A - Commercial properties☐ Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property

(if checked, calculation in (E) required below)

☐ Cooperative unit (four families or less) (See C. 46:8D-3.)
Cooperative units are Class 4C.

(B) Grantee is not required to remit 1% fee (one or more of following classes being conveyed), complete (B) by checking off appropriate box or boxes below.

Property class. Circle applicable class or classes: 1 3B 4B 4C 15
Property classes: 1-Vacant Land; 3B- Farm property (Qualified); 4B- Industrial properties; 4C- Apartments; 15: Public Property, etc. (N.J.A.C. 18:12-2.2 et seq.)☐ Exempt organization determined by federal Internal Revenue Service/Internal Revenue Code of 1986, 26 U.S.C. s. 501.☐ Incidental to corporate merger or acquisition; equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition. If checked, calculation in (E) required and MUST ATTACH COMPLETED RTF-4.

(C) When grantee transfers properties involving block(s) and lot(s) of two or more classes in one deed, one or more subject to the 1% fee (A), with one or more than one not subject to the 1% fee (B), pursuant to N.J.S.A. 46:15-7.2, complete (C) by checking off appropriate box or boxes and (D).

☒ Property class. Circle applicable class or classes: 1 2 3B 4A 4B 4C 15(D) EQUALIZED VALUE CALCULATION FOR ALL PROPERTIES CONVEYED, WHETHER THE 1% FEE APPLIES OR DOES NOT APPLY
Total Assessed Valuation + Director's Ratio = Equalized Valuation

Property Class _____ \$ _____ + _____ % = \$ _____

Property Class _____ \$ _____ + _____ % = \$ _____

Property Class _____ \$ _____ + _____ % = \$ _____

Property Class _____ \$ _____ + _____ % = \$ _____

(E) REQUIRED EQUALIZED VALUE CALCULATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS: (See Instructions #6 and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Value

\$ _____ + _____ % = \$ _____

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

(3) TOTAL 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 Chapter 33, P.L. 2006, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(4) Deponent makes Affidavit of Consideration for Use by Buyer to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me

this 26 day of May, 2011

Signature of Deponent

Grantee Name

Deponent Address

Grantee Address at Time of Sale

Name/Company of Settlement Officer

County recording officers: forward one copy of each RTF-1EE to:

STATE OF NJ - DIVISION OF TAXATION
PO BOX 251

TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____The Director, Division of Taxation, Department of the Treasury has prescribed this form, as required by law. It may not be altered or amended without prior approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit or any other relevant forms, visit:
www.state.nj.us/treasury/taxation/lpt/localtax.shtml



Docket: 00030835
 Type:XD Pages:10
 James N. Hogan, Gloucester County Clerk
 Receipt#:262368 01:30:11P Jul 09, 2013
 Recording Fee: .00 08 5089 240

F3-A

STATE OF NEW JERSEY
AGRICULTURE RETENTION AND DEVELOPMENT PROGRAM
FARMLAND PRESERVATION PROGRAM

AGREEMENT

THIS AGREEMENT is made March 25 2013.

BETWEEN Still Run Properties LLC
 Whose address is 103 Cedar Rd. Mickleton, NJ, 08056
 and is referred to as the Grantor;

AND

The Gloucester County Agriculture Development Board, whose address is 1200 North Delsea Drive, Clayton, NJ, 08312, and is referred to as the Grantee and/or Board.

The tax map reference for the Premises is:

Township of Mantua
 Block(s) 4 Lot(s) 7

WHEREAS, the Grantor is the present owner of lands, hereinafter referred to as Premises, situated in the Township of Mantua, County of Gloucester, State of New Jersey, and more particularly described in Schedule A which is attached hereto and made a part hereof; and

WHEREAS, the Grantee is a public body of the County of Gloucester, whose primary purpose is to develop and adopt, after public hearings, agricultural retention and development programs, which shall have as their principal purpose the long term encouragement of the agricultural business climate and the preservation of agricultural land in the County; and

WHEREAS, the legislature of the State of New Jersey has declared that the development of agriculture and the retention of farmlands are important to the present and future economy of the State and the welfare of the citizens of the State; and

WHEREAS, the Grantor, recognizing the agricultural productivity characteristics of the Premises has voluntarily entered into a farmland preservation program in accordance with the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32 and N.J.A.C. 2:76-3 and all other rules promulgated by the State Agriculture Development Committee, (hereinafter "Committee");

Prepared By: Carmen Malinaggi

Carmen Malinaggi
 (Print name and title below signature)

Assistant Gloucester County Counsel

NOW THEREFORE, in consideration of the benefits, obligations, terms and conditions hereof and intending to be legally bound, the undersigned Grantor covenants that the Premises shall at all times for the term of this AGREEMENT, (eight years), be held, used and conveyed subject to:

DEED RESTRICTIONS

1. The Premises shall be retained in agricultural use and production unless the land is withdrawn from the program 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 land 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.

2. Grantor certifies that at the time of petitioning the Grantee to enter into a farmland preservation program the nonagricultural uses indicated on attached Schedule (C) existed on the Premises. All other nonagricultural uses are prohibited except as expressly provided in this AGREEMENT.

3. All nonagricultural uses existing on the Premises at the time of the landowner's petition to the Grantee as set forth in Section 2 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.

4. Grantor shall comply with agricultural management practices recommended by the Committee, insofar as those practices are applicable to the land and the type of farming conducted on the Premises.

5. The land and its buildings which are affected hereby may be sold collectively or individually for continued agricultural production and related uses as defined in Section 1 of this AGREEMENT. In the event Grantor intends to subdivide the subject lands, Grantor shall advise Grantee prior to initiating such action.

6. 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. Grantor retains and reserves all oil, gas, and other mineral rights in the land underlying the Premises, provided that any prospective drilling and/or mining will be done by slant from adjacent property or in any other manner which will not materially affect the agricultural operation.

7. 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.

8. 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 land.

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 AGREEMENT 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 AGREEMENT.

12. At the time of this conveyance, Grantor has (0) existing single family residential building(s) on the Premises and (0) residential building(s) 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. Grantor may construct any new buildings for agricultural purposes. The construction of any new building which shall serve as a 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;
- ii. To construct one new permanent single family residential unit only if the Premises does not contain at least one permanent residential building; and
- iii. To construct a single family residential building anywhere on the Premises in order to replace any existing single family residential unit.
- iv. The above exceptions shall not be permitted unless jointly approved in writing by the Grantee and the Committee. Approval for such exceptions shall only be granted upon the determination that the proposed construction would have a positive impact on the continued use of the Premises for agricultural production. 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.

14. Nothing in this AGREEMENT 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 agreement. Grantor shall be permitted to construct, improve or reconstruct any roadway necessary to service crops, bogs, buildings, or reservoirs as may be necessary.

15. In the event of any violation of the terms and conditions of this AGREEMENT, 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 the restoration of the Premises to its prior condition. Grantee or the Committee does not waive or forfeit the right to take any other legal action necessary to insure compliance with the terms, conditions, and purposes of this AGREEMENT by a prior failure to act.

16. It is understood that this AGREEMENT imposes no obligation or restriction on the Grantor's use of the Premises except as specifically set forth in this AGREEMENT.

17. Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns grants the Committee the first right and option to purchase the Premises in fee simple absolute in accordance with the provisions of N.J.S.A. 4:1C-1 et seq., as amended by P.L. 1989, c.28 and P.L. 1989, c.310. Grantor, Grantor's heirs executors, administrators, personal or legal representatives, successors and assigns, agree to give the Committee written notice, by certified mail, that a contract of sale has been executed for the property. The notice shall set forth

the terms and conditions of the executed contract of sale and shall have attached a copy of that contract. The notice of executed contract of sale shall also include any other information required by the Committee by regulation. The Committee may exercise its first right and option to purchase the Premises in fee simple absolute by complying with the provisions of N.J.S.A. 4:1C-1 et seq., P.L. 1989, c.28 and P.L. 1989 c.310..

The above deed restrictions shall be liberally construed to effectuate the purpose and intent of the Farmland Preservation Bond Act, P.L. 1981, c.276, and the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, as amended.

(Any additional deed restrictions that have received Grantor, Grantee and Committee approval shall be attached hereto in Schedule B.)

BENEFITS

In return (consideration) for entering into a farmland preservation program and for retaining said Premises in agricultural use and production for the period herein stated, the Grantor, in compliance with the provisions of N.J.S.A. 4:1C-11 et seq. P.L. 1983, c.32 and N.J.A.C. 2:76-3.5, is eligible for the following:

1. To apply to Grantee to sell a development easement on the land;
2. To apply, or have a farm operator as an agent apply for a grant for a soil and water conservation project;
3. To use farm structure designs based on criteria developed by a land grant college or a recognized organization of agricultural engineers and approved by the State Agriculture Development Committee as an acceptable minimum construction standard to build farm structures. In addition, the use of the approved design shall exempt the owner or operator from any requirement concerning the seal of approval or fee of an architect or professional engineer.
4. Additional benefits, if any, as determined by Grantee in accordance with the provisions of N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32 and attached hereto in Schedule C.
5. Additional benefits as may be made available from time to time through amendments to N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32 and all other pertinent State, county, and municipal laws, rules or policies.

This AGREEMENT shall be binding upon the Grantor and upon the Grantee and shall run with the land.

Wherever in this AGREEMENT any party shall be designated or referred to by name or general reference, such as "Grantor" or "Grantee", such designation shall have the same effect as if the words 'heirs, executors, administrator, personal or legal representatives, successors and assigns' have been inserted after each and every designation.

Throughout this AGREEMENT, the singular shall include the plural, and the masculine shall include the feminine, unless the text indicates otherwise.

Grantee hereby agrees that the Grantor may request to withdraw the land described in Schedule A from this program prior to its termination date in the case of death or incapacitating illness of the Grantor or other serious hardship or bankruptcy in accordance with the procedures described in N.J.S.A. 4:1C-30 and N.J.A.C. 2:76-3.

This AGREEMENT and the creation of the farmland preservation program shall not become effective until such time that it is certified in accordance with N.J.A.C. 2:76-3.7 and recorded with the county clerk in the same manner as a deed.

This AGREEMENT shall remain in effect for a period of (eight years) from the date recorded by the county clerk. The renewal or termination of this Agreement shall comply with the provisions of N.J.A.C. 2:76-3.9. A notice of renewal or termination shall be recorded with the county clerk.

In Witness Whereof, the Grantor has hereunder set his hand and seal the day and year first above written.

Still Run Properties, LLC, a New Jersey Limited Liability Company

By: Steven R. Brown (L.S.)
Steven R. Brown, Managing Member

The Grantor hereby acknowledges the provisions contained in restriction #17 which grants the State Agriculture Development Committee the first right and option to purchase the premises in fee simple absolute in accordance with the provisions of N.J.S.A. 4:1C-1 et seq., as amended by P.L. 1989, c.28.

Still Run Properties, LLC, a New Jersey Limited Liability Company

By: Steven R. Brown (L.S.)
Steven R. Brown, Managing Member

(CORPORATE ACKNOWLEDGEMENT)

STATE OF NEW JERSEY, COUNTY OF GLOUCESTER SS.:

Be it Remembered that on March 25, 2013, the subscriber, **Steven R. Brown**, personally appeared before me, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is the **Managing Member of Still Run Properties, LLC, a New Jersey Limited Liability Company**, the corporation named in the within Instrument; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution by consent of the members 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 is the mutual obligations and benefits contained herein.

Sworn to and subscribed before me, the date aforesaid


Handwritten signature of Notary Public

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 and benefits.

ACCEPTED AND APPROVED this 14 day of February, 2013.



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

STATE OF NEW JERSEY, COUNTY OF GLOUCESTER SS.:

I CERTIFY that on February 14, 2013.

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 the attached document; and
- (b) signed, sealed and delivered this document as the Board's act and deed; and
- (c) is the Chairperson of Gloucester County Agriculture Development Board.



KENNETH P. ATKINSON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES MAY 20, 2013

(STATE AGRICULTURE DEVELOPMENT COMMITTEE)

THIS AGREEMENT, signifying the creation of the farmland preservation program, is certified by the State Agriculture Development Committee on the 23rd day of May, 2013.



Douglas H. Fisher, Chairman
State Agriculture Development Committee

Date _____

STATE OF NEW JERSEY, COUNTY OF MERCER SS.:I CERTIFY that on JULY 2, 2013,

DOUGLAS H. FISHER personally came before me and
acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed the attached document; and
- (b) signed, sealed and delivered this document 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)

Brian D. Smith, Esq.
Attorney-at-Law, State of New Jersey

(Revised 9/10/96)
(Revised 3/8/99)
(Revised 1/11/00)
(Revised 1/13/05)

"Schedule A"



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

April 26, 2011
Legal Description
Lot 7, Block 4

Mantua Township, Gloucester County
Bach File No. 2743-1

Tr 2.

DOCKET# 00030835 DB 5089 247

ALL THAT CERTAIN tract or parcel of land situate in the Township of Mantua, County of Gloucester, State of New Jersey, being known as Lot 7, Block 4 as shown on the official tax map of the Township of Mantua, Sheet #2, said tract being more particularly bounded and described as follows:

BEGINNING at a point in the Easterly right-of-way line of Cohawkin Road, County Route 667 (25.00 feet from centerline) where intersected by the Northerly line of Lot 7.01, Block 4, said point being 0.41 feet South and 0.19 feet East from a found iron pin and running;

(1) Along said Easterly right-of-way line of Cohawkin Road, South 03 Degrees 28 Minutes 17 Seconds West, a distance of 624.77 feet to a point of curvature in same, said point being marked by a set iron pin; thence

(2) Still along said Easterly right-of-way line of Cohawkin Road along a curve curving to the left, having a Radius of 980.37 feet, Arc Length of 223.58 feet, Chord Bearing of South 03 Degrees 03 Minutes 46 Seconds East, and a Chord Length of 223.09 feet to a point of tangency in same, said point being marked by a set iron pin; thence

(3) Still along said Easterly right-of-way line of Cohawkin Road, South 09 Degrees 35 Minutes 47 Seconds East, a distance of 155.52 feet to a point in the Southerly line of Lot 16, Block 4, said point being 4.30 feet West and 0.10 feet North marked by a found monument; thence

(4) Along the Southerly line of Lot 16, Block 4, South 50 Degrees 56 Minutes 14 Seconds West, a distance of 1018.55 feet to a point in the Westerly line of Lot 15, Block 4, said point being marked by a set iron pin, thence

(5) Along said Westerly line of Lot 15, Block 4, South 50 Degrees 35 Minutes 19 Seconds West, a distance of 776.38 feet to a point in the Westerly line of Lot 26, Block 4, said point being marked by a set iron pin, thence

(6) Along said Westerly line of Lot 26, Block 4 and also Lot 14.03, Block 4, North 24 Degrees 29 Minutes 54 Seconds West, a distance of 486.02 feet to a point in the Westerly line of Lot 4, Block 4, said point being marked by a set iron pin, thence

(7) Along said Westerly line of Lot 4, Block 4, North 22 Degrees 56 Minutes 03 Seconds West, a distance of 239.30 feet to point in the same, said point being marked by a set iron pin, thence

(8) Still along said Westerly line of Lot 4, Block 4, North 08 Degrees 26 Minutes 57 Seconds East, a distance of 931.08 feet to a point in same, said point being marked by a set iron pin; thence

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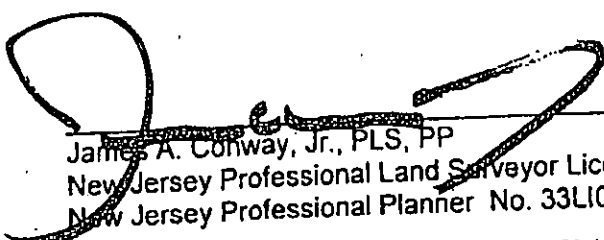
(9) Still along said Westerly line of Lot 4, Block 4, South 82 Degrees 05 Minutes 03 Seconds East, a distance of 630.50 feet to a point in same, said point being marked by a set iron pin; thence

(10) Still along said Westerly line of Lot 4, Block 4, North 07 Degrees 24 Minutes 57 Seconds East, a distance of 692.78 feet to a point in the Northerly line of Lot 7.01, Block 4, said point being marked by a set iron pin; thence

(11) Along said Northerly line of Lot 7.01, Block 4, South 86 Degrees 37 Minutes 22 Seconds East, a distance of 836.20 feet to the Point and Place of Beginning.

Containing within said bounds: 49.886 Acres

Subject to all rights-of-way, easements and restrictions of record.


James A. Conway, Jr., PLS, PP
New Jersey Professional Land Surveyor License No. 24GS043235
New Jersey Professional Planner No. 33LI006120

Date

4/26/2011

S:\2743 Still Run Properties, LLC\1 Mantua Twp\Legals\Legal-Block 4, Lot 7 2011-04-26.doc



BACH Associates, PC
ENGINEERS • ARCHITECTS • PLANNERS

304 White Horse Pike • Haddon Heights, NJ 08035
Phone (856) 546-8611 • Fax (856) 546-8612

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SCHEDULE C

Grantor certifies that at the time of petitioning the Grantee to enter into a farmland preservation program or into a municipally approved farmland preservation program, no nonagricultural uses existed. Grantor further certifies that at the time of the execution of this recordable written Agreement no nonagricultural uses exist.

Steven R. Brown 3-25-13
NAME DATE
Steven R. Brown, Managing member

NAME DATE