

E3-E

Recording ref: **CORRECTIVE DEED OF EASEMENT**

**STATE OF NEW JERSEY  
AGRICULTURE RETENTION AND DEVELOPMENT PROGRAM**

This Corrective Deed of Easement (hereinafter referred to as "this Deed of Easement") is made February 5, 2007.

BETWEEN Edward Eivich and Susan Eivich, husband and wife, whose address is 5 Ferro Drive, Sewell, New Jersey 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.

**This Deed of Easement is being recorded to correct a prior Deed of Easement dated January 20, 2006 and recorded in the Gloucester County Clerk's Office in Deed Book 4154, Page 188. The granting clause concerning Schedule C, Section 13(b) and Section 14 have been revised. Corporate and State Agriculture Development Committee Acknowledgments are omitted. The revised metes and bounds description of the premises noted as Schedule A and the metes and bounds description of the exception area noted as Schedule C are attached to the corrective deed of easement.**

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 the 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 Dollar (\$1.00) and Two Hundred Thirty Five Thousand Five Hundred Seventy Four Dollars and Ten Cents (\$235,574.10) previously paid for the original Deed of Easement.

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

The tax map reference for the Premises is:

Township of Mantua

Block 253.01, Lot 21.01



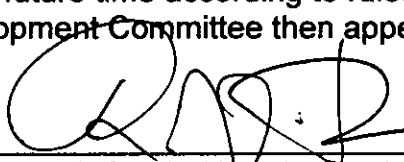
Docket# 7945 Type: EAS Pages: 12  
James N. Hogan, Gloucester County Clerk  
Receipt#: 7678 02:36:05 P.M. 02/06/2007  
Recording Fee: \$1.00 DB 4342 313

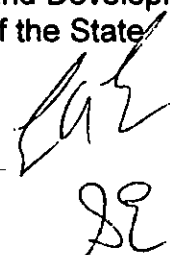
WHEREAS, the legislature of the State of New Jersey has declared that the development of agriculture and the retention of farmlands are important to the present and future economy of the State and the welfare of the citizens of the State; and

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

Prepared by:

  
Robert J. Smith, New Jersey Attorney At Law



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 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.
- 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 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 Exception Areas, as described in the attached Schedules C-1 and C-2 subject to the following conditions:

- i. The Exception Areas may be severed and subdivided from the Property;
- ii. Each Exception Area shall be limited to one residential unit.
- 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 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.

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.

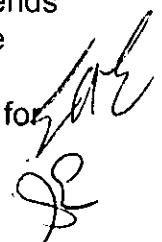
21. Wherever in this Deed of Easement any party shall be designated or referred to by name or general reference, such designation shall have the same effect as if the words, "heirs, executors, administrators, personal or legal representatives, successors and assigns" have been inserted after each and 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 Grantee 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 Grantee at the time of the initial acquisition, which is identified as (8,900/11,500).

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 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.)

Edward Eivich

 (L.S.)

Susan Eivich

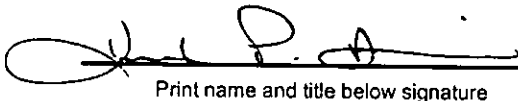


### (INDIVIDUAL ACKNOWLEDGMENT)

STATE OF NEW JERSEY, COUNTY OF GLOUCESTER SS.:

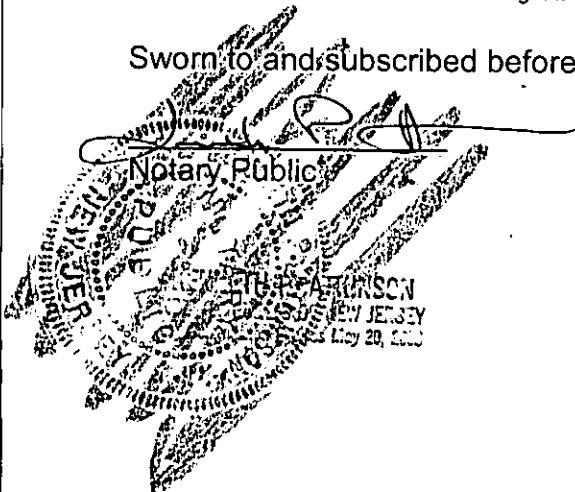
I CERTIFY that on February 5, 200~~8~~<sup>7</sup>, Edward Eivich and Susan Eivich personally came before me and acknowledged under oath, to my satisfaction, that each person:

- (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 \$1.00 and \$235,574.10 previously paid for the prior Deed of Easement.

  
Print name and title below signature

Sworn to and subscribed before me on 5 day of February, 200~~8~~<sup>7</sup>

Notary Public



**(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 5 day of February, 2008<sup>7</sup>.

  
 Russell J. Marino, Chairperson  
 Gloucester County Agriculture Development Board

STATE OF NEW JERSEY, COUNTY OF Gloucester SS.:

I CERTIFY that on February 5, 2008<sup>7</sup>

Russell J. 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.

Sworn to and subscribed before me on Feb. 5, 2008<sup>7</sup>

  
 Notary Public

**(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 5 day of February, 2008<sup>7</sup>

  
 STEPHEN M. SWEENEY, Director  
 Gloucester County Board of Chosen Freeholders

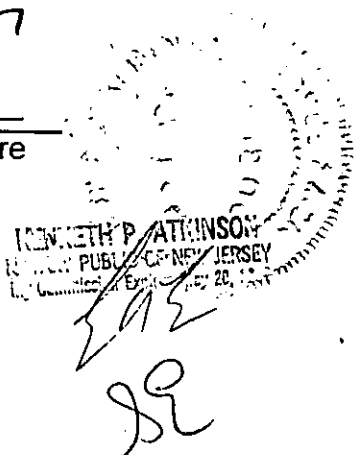
STATE OF NEW JERSEY, COUNTY OF GLOUCESTER SS.:

I CERTIFY that on February 5, 2008<sup>7</sup>, the subscriber STEPHEN M. SWEENEY, personally came before me and acknowledged under oath, to my satisfaction that this person:

- (a) is named in and personally signed this Corrective Deed of Easement;
- (b) signed, sealed and delivered this Corrective 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 February 5, 2008<sup>7</sup>

  
 Print name and title below signature

  
 KENNETH P. PATTERSON  
 Notary Public - New Jersey  
 My Commission Expires May 28, 2011



SCHEDULE "A"

DESCRIPTION OF PROPERTY  
Edward and Susan Eivich  
Farmland Preservation Easement

Mantua Township  
Gloucester County  
Lands N/F Edward and Susan Eivich

Schedule A  
October 17, 2006  
Block 253.01, Lot 21.01

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

BEGINNING at the intersection of the widened northwesterly Right of Way line of Lambs Road (38 feet from centerline) with the northeasterly line of Lot 22, Block 253.01, (said point having New Jersey Plane Coordinate System NAD 1983 (NJPCS) values N 332,178.9770 and E 313,508.8623 feet), and from said beginning point and in the said bearing system running; thence

(1) Northwestwardly, along the line of Lot 22, Block 253.01, North 43 Degrees 53 Minutes 55 Seconds West, a distance of 121.84 feet to a point in the southeasterly line of Lot 23, Block 253.01; thence

(2) Northeastwardly, along the line of Lot 23, Block 253.01, North 46 Degrees 06 Minutes 05 Seconds East, a distance of 7.12 feet to a point; thence

(3) Northwestwardly, along the line of Lot 23, Block 253.01, North 40 Degrees 59 Minutes 15 Seconds West, a distance of 249.79 feet to a point in the southeasterly line of Lot 24, Block 253.01; thence

(4) Northeastwardly, along the line of Lot 24, Block 253.01, North 46 Degrees 06 Minutes 05 Seconds East, a distance of 5.02 feet to a point; thence

(5) Northwestwardly along the line of Lots 24, 25 and 26, Block 253.01, North 40 Degrees 59 Minutes 15 Seconds West, a distance of 1,080.00 feet to a found concrete monument having NJPCS values N 333,278.9178 and E 312,560.9841 feet; thence

(6) Southwestwardly, along the line of Lot 26, Block 253.01, South 46 Degrees 06 Minutes 05 Seconds West, a distance of 150.00 feet to a point in the northeasterly line of Lot 27.03, Block 253.01; thence

(7) Northwestwardly, along the line of Lot 27.03 and 27.01, Block 253.01, North 40 Degrees 59 Minutes 15 Seconds West, a distance of 773.93 feet to a point in the Southeasterly Right of Way line of Rt. 55 (varied width); thence

(8) Northeastwardly, along said Right of Way line, North 36 Degrees 30 Minutes 30 Seconds East, a distance of 250.20 feet to a point in same; thence

(9) Northwardly, still along same Right of Way line, North 18 Degrees 14 Minutes 35 Seconds East, a distance of 213.60 feet to a point in same; thence



(10) Northeastwardly, still along same Right of Way line, North 38 Degrees 47 Minutes 56 Seconds East, a distance of 54.90 feet to a point in the Southwesterly line of Lot 15.01, Block 253.01; thence

(11) Southeastwardly, along the line of Lot 15.01, Block 253.01, South 29 Degrees 31 Minutes 22 Seconds East, a distance of 107.29 feet to a point; thence

(12) Southeastwardly, along the line of Lots 15.01, 16.01 and 16, Block 253.01, South 53 Degrees 21 Minutes 02 Seconds East, a distance of 570.91 feet to a point; thence

(13) Northeastwardly, along the line of Lot 16, Block 253.01, North 70 Degrees 45 Minutes 48 Seconds East, a distance of 157.91 feet to a point; thence

(14) Southwardly, along the line of Lot 16 and 17, Block 253.01, South 21 Degrees 53 Minutes 12 Seconds East, a distance of 178.71 feet to a point; thence

(15) Southeastwardly along the line of Lot 20, Block 253.01, South 43 Degrees 53 Minutes 02 Seconds East, a distance of 1,173.47 feet to a point in the Northwesterly line of Lot 21, Block 253.01; thence

(16) Southwestwardly along the line of Lot 21, Block 253.01, South 46 Degrees 02 Minutes 58 Seconds West, a distance of 322.00 feet to a point; thence

(17) Southeastwardly, along the line of Lot 21, Block 253.01, South 43 Degrees 57 Minutes 02 Seconds East, a distance of 298.34 feet to a point in the widened northwesterly Right of Way line of Lambs Road (38.00 feet from center line) having NJPCS values of N 332,376.6932 and E 313,713.9478 feet; thence

(18) Southwestwardly, along said northwesterly Right of Way line of Lambs Road, South 46 Degrees 02 Minutes 53 Seconds West, a distance of 284.89 feet to the Point of Beginning.

Containing within said bounds 27.617 Acres

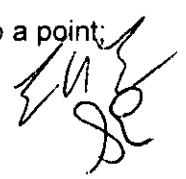
Subject to a 19 feet Right-of-Way Easement as contained in Deed Book 774, Page 203.

Subject to a Blanket Utility Easement as contained in Deed Book 726, Page 260.

Excepting from said parcel the following 1.148 Acre severable exception area:

BEGINNING at a point in the Northeasterly line of Lot 25, Block 253.01, said point being South 40 Degrees 59 Minutes 15 Seconds East, a distance of 630.00 feet from a found concrete monument on the Northerly corner to Lot 26, Block 253.01, said monument having NJPCS values N 333,278.9178 and E 312,560.9841 feet and running the next three (3) courses through Lot 21.01, Block 253.01;

(1) North 49 Degrees 00 Minutes 45 Seconds East, a distance of 200.00 feet to a point; thence



(2) South 40 Degrees 59 Minutes 15 Seconds East, a distance of 250.00 feet to a point; thence

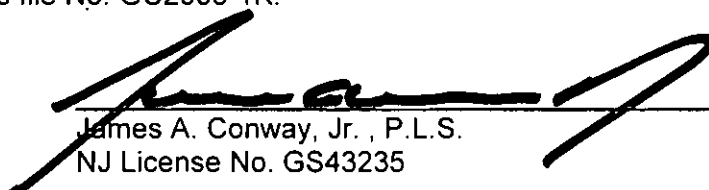
(3) South 49 Degrees 00 Minutes 45 Seconds West, a distance of 200.00 feet to a point in the Northeasterly line of Lot 24, Block 253.01; thence

(4) Northwestwardly, along the line of Lots 24 and 25, Block 253.01, North 40 Degrees 59 Minutes 15 Seconds West, a distance of 250.00 feet to the Place of Beginning.

Containing within said exception bounds 1.148 Acres.

Total Net Acre of the Farmland Preservation Easement is 26.469 Acres.

The above description was written pursuant to a survey of property designated as Block 253.01, Lot 21.01, 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, NJ, 08035, dated December 20, 2005. Revised 10/17/06 and is marked as file No. GC2005-1K.

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

10/17/06  
Date

## **SCHEDULE "B"**

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

A handwritten signature in black ink, appearing to be "L. H. S.", located in the lower right quadrant of the page.



*"Schedule C"*  
DESCRIPTION OF PROPERTY  
Edward and Susan Eivich  
Exception

Mantua Township  
Gloucester County  
Lands N/F Edward and Susan Eivich

Schedule C  
October 17, 2006  
Block 253.01, Lot 21.01

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

BEGINNING at a point in the Northeasterly line of Lot 25, Block 253.01, said point being South 40 Degrees 59 Minutes 15 Seconds East, a distance of 630.00 feet from a found concrete monument on the Northerly corner to Lot 26, Block 253.01, said monument having NJPCS values N 333,278.9178 and E 312,560.9841 feet and running the next three (3) courses through Lot 21.01, Block 253.01;

(1) North 49 Degrees 00 Minutes 45 Seconds East, a distance of 200.00 feet to a point; thence

(2) South 40 Degrees 59 Minutes 15 Seconds East, a distance of 250.00 feet to a point; thence

(3) South 49 Degrees 00 Minutes 45 Seconds West, a distance of 200.00 feet to a point in the Northeasterly line of Lot 24, Block 253.01; thence

(4) Northwestwardly, along the line of Lots 24 and 25, Block 253.01, North 40 Degrees 59 Minutes 15 Seconds West, a distance of 250.00 feet to the Place of Beginning.

Containing within said exception bounds 1.148 Acres.

Total Net Acre of the Farmland Preservation Easement is 26.469 Acres.

The above description was written pursuant to a survey of property designated as Block 253.01, Lot 21.01, 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, NJ, 08035, dated December 20, 2005. Revised 10/17/06 and is marked as file No. GC2005-1K.

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

*10/18/06*  
Date

S:\GC2005\GC2005-1K EDWARD + SUSAN EIVICH (RAMBO - MACANNAN PROPERTY)\09.0 Legals\Schedule C.doc

## DEED OF EASEMENT

### STATE OF NEW JERSEY AGRICULTURE RETENTION AND DEVELOPMENT PROGRAM

This Deed is made 1/20, 2006.

**BETWEEN Edward and Susan Eivich,**  
Whose address is **5 Ferro Drive, 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 St., Woodbury, NJ, 08096**, and is referred to as the Grantee and/or Board.

The Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns grants and conveys to the Grantee a development easement and all of the nonagricultural development rights and credits on the Premises, located in the **Township of Mantua, County of Gloucester** described in the attached Schedule A, incorporated by reference in this Deed of Easement, for and in consideration of the sum of **\$235,574.10** Dollars. Any reference in this Deed of Easement to "Premises" refers to the property described in Schedule A, and for the limited purposes of the restrictions contained in Schedule C.

The tax map reference for the Premises is:

**Township of Mantua – Block 253.01, Lot, 21.01**

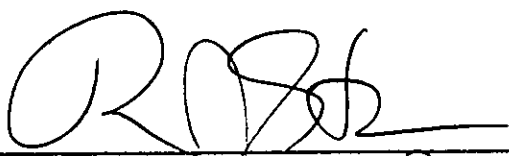
WHEREAS, the legislature of the State of New Jersey has declared that the development of agriculture and the retention of farmlands are important to the present and future economy of the State and the welfare of the citizens of the State; and

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

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

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

Prepared by:



Robert J. Smith

Print name and title

*New Jersey Attorney at Law*



NOW THEREFORE, THE GRANTOR, GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL OR LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS PROMISES that the Premises will be owned, used and conveyed subject to, and not in violation of the following restrictions:

1. Any development of the Premises for nonagricultural purposes is expressly prohibited.
2. The Premises shall be retained for agricultural use and production in compliance with N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, and all other rules promulgated by the State Agriculture Development Committee, (hereinafter Committee). Agricultural use shall mean the use of the Premises for common farmsite activities including, but not limited to: production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing.
3. Grantor certifies that at the time of the application to sell the development easement to the Grantee and at the time of the execution of this Deed of Easement the nonagricultural uses indicated on attached Schedule (B) existed on the Premises. All other nonagricultural uses are prohibited except as expressly provided in this Deed of Easement.
4. All nonagricultural uses, if any, existing on the Premises at the time of the landowner's application to the Grantee as set forth in Section 3 above may be continued and any structure may be restored or repaired in the event of partial destruction thereof, subject to the following:
  - i. No new structures or the expansion of pre-existing structures for nonagricultural use are permitted;
  - ii. No change in the pre-existing nonagricultural use is permitted;
  - iii. No expansion of the pre-existing nonagricultural use is permitted; and
  - iv. In the event that the Grantor abandons the pre-existing nonagricultural use, the right of the Grantor to continue the use is extinguished.
5. No sand, gravel, loam, rock, or other minerals shall be deposited on or removed from the Premises excepting only those materials required for the agricultural purpose for which the land is being used.
6. No dumping or placing of trash or waste material shall be permitted on the Premises unless expressly recommended by the Committee as an agricultural management practice.
7. No activity shall be permitted on the Premises which would be detrimental to drainage, flood control, water conservation, erosion control, or soil conservation, nor shall any other activity be permitted which would be detrimental to the continued agricultural use of the Premises.
  - i. Grantor shall obtain within one year of the date of this Deed of Easement, a farm conservation plan approved by the local soil conservation district.
  - ii. Grantor's long term objectives shall conform with the provisions of the farm conservation plan.
8. Grantee and Committee and their agents shall be permitted access to, and to enter upon, the Premises at all reasonable times, but solely for the purpose of inspection in order to enforce and assure compliance with the terms and conditions of this Deed of Easement. Grantee agrees to give Grantor, at least 24 hours advance notice of its intention to enter the Premises, and further, to limit such times of entry to the daylight hours on regular business days of the week.
9. Grantor may use the Premises to derive income from certain recreational activities such as hunting, fishing, cross country skiing and ecological tours, only if such activities do not interfere with the actual use of the land for agricultural production and that the activities only utilize the Premises in its existing condition. Other recreational activities from which income is derived and which alter the Premises, such as golf courses and athletic fields, are prohibited.
10. Nothing shall be construed to convey a right to the public of access to or use of the Premises except as stated in this Deed of Easement or as otherwise provided by law.
11. Nothing shall impose upon the Grantor any duty to maintain the Premises in any particular state, or condition, except as provided for in this Deed of Easement.

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

13 (a). At the time of this conveyance, Grantor has (0) existing single family residential buildings on the Premises and (0) residential buildings used for agricultural labor purposes. Grantor may use, maintain, and improve existing buildings on the Premises for agricultural, residential and recreational uses subject to the following conditions:

- i. Improvements to agricultural buildings shall be consistent with agricultural uses;
- ii. Improvements to residential buildings shall be consistent with agricultural or single and extended family residential uses. Improvements to residential buildings for the purpose of housing agricultural labor are permitted only if the housed agricultural labor is employed on the Premises; and
- iii. Improvements to recreational buildings shall be consistent with agricultural or recreational uses.

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

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

14. Grantor may construct any new buildings for agricultural purposes. The construction of any new buildings for residential use, regardless of its purpose, shall be prohibited except as follows:

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

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

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

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

(OR)

- iii. No residual dwelling site opportunities have been allocated pursuant to the provisions of N.J.A.C. 2:76-6.17. No residential buildings are permitted on the Premises except as provided in this Deed of Easement.

For the purpose of this Deed of Easement:

"Residual dwelling site opportunity" means the potential to construct a residential unit and other appurtenant structures on the Premises in accordance with N.J.A.C. 2:76-6.17.

*LaZee*

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

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

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

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

- i. For purposes of this Deed of Easement, "Agriculturally viable parcel" means that each parcel is capable of sustaining a variety of agricultural operations that yield a reasonable economic return under normal conditions, solely from each parcel's agricultural output.

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

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

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

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

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

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

22. Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns further transfers and conveys to Grantee all of the nonagricultural development rights and development credits appurtenant to the lands and Premises described herein. Nothing contained herein shall preclude the conveyance or retention of said rights by the Grantee as may be permitted by the laws of the State of New Jersey in the future. In the event that the law permits the conveyance of said development rights, Grantee agrees to reimburse the Committee at a certain percent of the value of the development rights as determined at the time of the subsequent conveyance. The actual percentage of reimbursement by the Grantee to the Committee shall be determined according to the percentage of cost sharing between said parties at the time when they enter into their own grant agreement for the enrollment of these development rights in the New Jersey Agriculture Retention and Development Program.

*LAG*  
*SR*



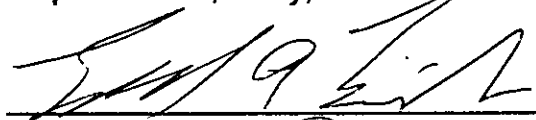

23. That portion of the net proceeds, representing the value of the land only (and not the value of the improvements), of a condemnation award or other disposition of the Premises following termination of

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 (\$8,900.00 / \$11,500.00 ). Furthermore, the Grantee's proceeds shall be distributed among the Grantee and the Committee in shares in proportion to their respective cost share grants in the event that the Grantee and the Committee, subsequent to the date of this Deed of Easement, enter into a cost sharing grant agreement. The Grantee shall use its share of the proceeds in a manner consistent with the provisions of N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32.

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

25. No historic building or structure located on the Premises may be demolished by the grantor or any other person without the prior approval of the State Agriculture Development Committee. Historic building or structure is a building or structure that, as of the date of this Deed of Easement, has been included in the New Jersey Register of Historic Places established pursuant to N.J.S.A. 13:1B-15.128 et seq.

The Grantor signs this Deed of Easement as of the date of the top of the first page. If the Grantor is a corporation, this Deed of Easement is signed and attested to by its proper corporate officers, and its corporate seal, if any, is affixed.

 Edward Eivich  
 Susan Eivich

**(INDIVIDUAL ACKNOWLEDGMENT)**

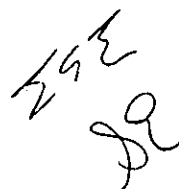
STATE OF NEW JERSEY, COUNTY OF Gloucester SS.:

I CERTIFY that on January 20, 2005,  
Edward Eivich and Susan Eivich personally came before me and  
acknowledged under oath, to my satisfaction, this that person (or if more than one, each person):

- (a) is named in and personally signed this DEED OF EASEMENT;
- (b) signed, sealed and delivered this DEED OF EASEMENT as his or her act and deed;
- (c) made this DEED OF EASEMENT for and in consideration of mutual obligations and benefits to each party; and
- (d) the actual and true consideration paid for this instrument is \$ 235,574.10.

  
Print name and title below signature

Robert J. Smith  
N.J. Attorney at Law



(CORPORATE ACKNOWLEDGMENT)

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS.:

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

Sworn to and subscribed before me, the date aforesaid

\_\_\_\_\_  
Print name and title below signature

*Handwritten initials: ENE and DR*

(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 19 day of January, 2006.

  
Chairperson

Gloucester County Agriculture Development Board

STATE OF NEW JERSEY, COUNTY OF Gloucester SS.:

I CERTIFY that on January 19, 2006,  
Russell S. Marino personally came before me and acknowledged under oath, to my satisfaction that this person: (a) is named in and personally signed this DEED OF EASEMENT, (b) signed, sealed and delivered this DEED OF EASEMENT as the Board's act and deed; and (c) is the Chairperson of the Gloucester County Agriculture Development Board.

  
Print name and title below signature

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

(STATE AGRICULTURE DEVELOPMENT COMMITTEE)

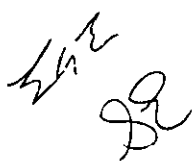
The State Agriculture Development Committee has approved the purchase of the development easement on the Premises pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, and has authorized a grant of \_\_\_\_\_% of the purchase price of the development easement to \_\_\_\_\_ County in the amount of \$ \_\_\_\_\_.

\_\_\_\_\_  
Gregory Romano, Executive Director                      Date  
State Agriculture Development Committee

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS.:

I CERTIFY that on \_\_\_\_\_, 20\_\_\_\_\_,  
\_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction, that this person:  
(a) is named in and personally signed this DEED OF EASEMENT,  
(b) signed, sealed and delivered this DEED OF EASEMENT as the Committee's act and deed, and  
(c) is the Executive Director of the State Agriculture Development Committee.

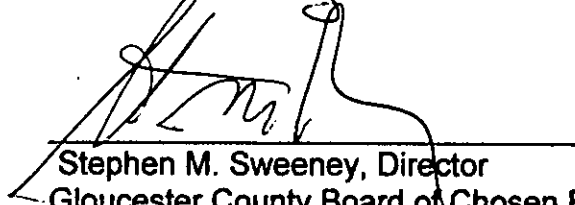
\_\_\_\_\_  
Print name and title below signature



(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 19 day of January, 20 06

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

STATE OF NEW JERSEY, COUNTY OF Gloucester SS.:

I CERTIFY that on January 19, 20 06, 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 January 19, 2006.

  
Print name and title below signature

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





DESCRIPTION OF PROPERTY  
Edward and Susan Eivich

Mantua Township  
Gloucester County  
Lands N/F Edward and Susan Eivich

December 20, 2005  
Block 253.01, Lot 21.01

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

BEGINNING at the intersection of the widened northwesterly Right of Way line of Lambs Road (38 feet from centerline) with the northeasterly line of Lot 22, Block 253.01, (said point having New Jersey Plane Coordinate System NAD 1983 (NJPCS) values N 332,178.9770 and E 313,508.8623 feet), and from said beginning point and in the said bearing system running; thence

(1) Northwestwardly, along the line of Lot 22, Block 253.01, North 43 Degrees 53 Minutes 55 Seconds West, a distance of 121.84 feet to a point in the southeasterly line of Lot 23, Block 253.01; thence

(2) Northeastwardly, along the line of Lot 23, Block 153.01, North 46 Degrees 06 Minutes 05 Seconds East, a distance of 7.12 feet to a point; thence

(3) Northwestwardly, along the line of Lot 23, Block 253.01, North 40 Degrees 59 Minutes 15 Seconds West, a distance of 249.79 feet to a point in the southeasterly line of Lot 24, Block 253.01; thence

(4) Northeastwardly, along the line of Lot 24, Block 253.01, a distance of 5.02 feet to a point; thence

(5) Northwestwardly along the line of Lots 24, 25 and 26, Block 253.01, North 40 Degrees 59 Minutes 15 Seconds West, a distance of 1,080.00 feet to a found concrete monument having NJPCS values N 333,278.9178 and E 312,560.9841 feet; thence

(6) Southwestwardly, along the line of Lot 26, Block 253.01, South 46 Degrees 06 Minutes 05 Seconds West, a distance of 150.00 feet to a point in the northeasterly line of Lot 27.03, Block 253.01; thence

(7) Northwestwardly, along the line of Lot 27.03 and 27.01, Block 253.01, North 40 Degrees 59 Minutes 15 Seconds West, a distance of 773.93 feet to a point in the Southeasterly Right of Way line of Rt. 55 (varied width); thence

(8) Northeastwardly, along said Right of Way line, North 36 Degrees 30 Minutes 30 Seconds East, a distance of 250.20 feet to a point in same; thence

(9) Northwardly, still along same Right of Way line, North 18 Degrees 14 Minutes 35 Seconds East, a distance of 213.60 feet to a point in same; thence

(10) Northeastwardly, still along same Right of Way line, North 38 Degrees 47 Minutes 56 Seconds East, a distance of 54.90 feet to a point in the Southwesterly line of Lot 15.01, Block 253.01; thence

(11) Southeastwardly, along the line of Lot 15.01, Block 253.01, South 29 Degrees 31 Minutes 22 Seconds East, a distance of 107.29 feet to a point; thence

(12) Southeastwardly, along the line of Lots 15.01, 16.01 and 16, Block 253.01, South 53 Degrees 21 Minutes 02 Seconds East, a distance of 570.91 feet to a point; thence

(13) Northeastwardly, along the line of Lot 16, Block 253.01, North 70 Degrees 45 Minutes 48 Seconds East, a distance of 157.91 feet to a point; thence

(14) Southwardly, along the line of Lot 16 and 17, Block 253.01, South 21 Degrees 53 Minutes 12 Seconds East, a distance of 178.71 feet to a point; thence

(15) Southeastwardly along the line of Lot 20, Block 253.01, South 43 Degrees 53 Minutes 02 Seconds East, a distance of 1,173.47 feet to a point in the Northwestern line of Lot 21, Block 253.01; thence

(16) Southwestwardly along the line of Lot 21, Block 253.01, South 46 Degrees 02 Minutes 58 Seconds West, a distance of 322.00 feet to a point; thence

(17) Southeastwardly, along the line of Lot 21, Block 253.01, South 43 Degrees 57 Minutes 02 Seconds East, a distance of 298.34 feet to a point in the widened northwesterly Right of Way line of Lambs Road (38.00 feet from center line) having NJPCS values of N 332,376.6932 and E 313,713.9478 feet; thence

(18) Southwestwardly, along said northwesterly Right of Way line of Lambs Road, South 46 Degrees 02 Minutes 53 Seconds West, a distance of 284.89 feet to the Point of Beginning.

Containing within said bounds 27.617 Acres

Subject to a 19 feet Right-of-Way Easement as contained in Deed Book 774, Page 203.

Subject to a Blanket Utility Easement as contained in Deed Book 726, Page 260.

Excepting from said parcel a 1.148 Acre Parcel:

Beginning at a point in the Northeasterly line of Lot 25, Block 253.01, said point being South 40 Degrees 59 Minutes 15 Seconds East, a distance of 630.00 feet from a found concrete monument on the Northerly corner to Lot 26, Block 253.01, said monument having NJPCS values N 333,278.9178 and E 312,560.9841 feet and running the next three (3) courses through Lot 21.01, Block 253.01;

(1) North 49 Degrees 00 Minutes 45 Seconds East, a distance of 200.00 feet to a point; thence

December 20, 2005  
Block 253.01, Lot 21.01  
Bach File No. GC2005-1K

~~(2) South 40 Degrees 59 Minutes 15 Seconds East, a distance of 250.00 feet to a point; thence~~

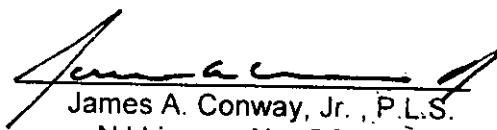
~~(3) South 49 Degrees 00 Minutes 45 Seconds West, a distance of 200.00 feet to a point in the Northeasterly line of Lot 24, Block 253.01, thence~~

~~(4) Northwestwardly, along the line of Lots 24 and 25, Block 253.01, North 40 Degrees 59 Minutes 15 Seconds West, a distance of 250.00 feet to the Place of Beginning.~~

~~Containing within said exception bounds 1.148 Acres.~~

Total Net Acre of the Farmland Preservation Easement is 26.469 Acres.

The above description was written pursuant to a survey of property designated as Block 253.01, Lot 21.01, 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, NJ, 08035, dated December 20, 2005. No revisions and is marked as file No. GC2005-1K.

  
James A. Conway, Jr., P.L.S.  
NJ License No. GS43235  
12/21/05  
Date

 **BACH Associates, PC**  
ENGINEERS • ARCHITECTS • PLANNERS

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

*ShE*  
*JS*

## **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.

442  
82





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DESCRIPTION OF PROPERTY  
Edward and Susan Eivich

Mantua Township  
Gloucester County  
Lands N/F Edward and Susan Eivich

December 20, 2005  
Block 253.01, Lot 21.01

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

BEGINNING at the intersection of the widened northwesterly Right of Way line of Lambs Road (38 feet from centerline) with the northeasterly line of Lot 22, Block 253.01, (said point having New Jersey Plane Coordinate System NAD 1983 (NJPCS) values N 332,178.9770 and E 313,508.8623 feet), and from said beginning point and in the said bearing system running; thence

(1) Northwestwardly, along the line of Lot 22, Block 253.01, North 43 Degrees 53 Minutes 55 Seconds West, a distance of 121.84 feet to a point in the southeasterly line of Lot 23, Block 253.01; thence

(2) Northeastwardly, along the line of Lot 23, Block 153.01, North 46 Degrees 06 Minutes 05 Seconds East, a distance of 7.12 feet to a point; thence

(3) Northwestwardly, along the line of Lot 23, Block 253.01, North 40 Degrees 59 Minutes 15 Seconds West, a distance of 249.79 feet to a point in the southeasterly line of Lot 24, Block 253.01; thence

(4) Northeastwardly, along the line of Lot 24, Block 253.01, a distance of 5.02 feet to a point; thence

(5) Northwestwardly along the line of Lots 24, 25 and 26, Block 253.01, North 40 Degrees 59 Minutes 15 Seconds West, a distance of 1,080.00 feet to a found concrete monument having NJPCS values N 333,278.9178 and E 312,560.9841 feet; thence

(6) Southwestwardly, along the line of Lot 26, Block 253.01, South 46 Degrees 06 Minutes 05 Seconds West, a distance of 150.00 feet to a point in the northeasterly line of Lot 27.03, Block 253.01; thence

(7) Northwestwardly, along the line of Lot 27.03 and 27.01, Block 253.01, North 40 Degrees 59 Minutes 15 Seconds West, a distance of 773.93 feet to a point in the Southeasterly Right of Way line of Rt. 55 (varied width); thence

(8) Northeastwardly, along said Right of Way line, North 36 Degrees 30 Minutes 30 Seconds East, a distance of 250.20 feet to a point in same; thence

(9) Northwardly, still along same Right of Way line, North 18 Degrees 14 Minutes 35 Seconds East, a distance of 213.60 feet to a point in same; thence

(10) Northeastwardly, still along same Right of Way line, North 38 Degrees 47 Minutes 56 Seconds East, a distance of 54.90 feet to a point in the Southwesterly line of Lot 15.01, Block 253.01; thence

(11) Southeastwardly, along the line of Lot 15.01, Block 253.01, South 29 Degrees 31 Minutes 22 Seconds East, a distance of 107.29 feet to a point; thence

(12) Southeastwardly, along the line of Lots 15.01, 16.01 and 16, Block 253.01, South 53 Degrees 21 Minutes 02 Seconds East, a distance of 570.91 feet to a point; thence

(13) Northeastwardly, along the line of Lot 16, Block 253.01, North 70 Degrees 45 Minutes 48 Seconds East, a distance of 157.91 feet to a point; thence

(14) Southwardly, along the line of Lot 16 and 17, Block 253.01, South 21 Degrees 53 Minutes 12 Seconds East, a distance of 178.71 feet to a point; thence

(15) Southeastwardly along the line of Lot 20, Block 253.01, South 43 Degrees 53 Minutes 02 Seconds East, a distance of 1,173.47 feet to a point in the Northwestern line of Lot 21, Block 253.01; thence

(16) Southwestwardly along the line of Lot 21, Block 253.01, South 46 Degrees 02 Minutes 58 Seconds West, a distance of 322.00 feet to a point; thence

(17) Southeastwardly, along the line of Lot 21, Block 253.01, South 43 Degrees 57 Minutes 02 Seconds East, a distance of 298.34 feet to a point in the widened northwesterly Right of Way line of Lambs Road (38.00 feet from center line) having NJPCS values of N 332,376.6932 and E 313,713.9478 feet; thence

(18) Southwestwardly, along said northwesterly Right of Way line of Lambs Road, South 46 Degrees 02 Minutes 53 Seconds West, a distance of 284.89 feet to the Point of Beginning.

Containing within said bounds 27.617 Acres

Subject to a 19 feet Right-of-Way Easement as contained in Deed Book 774, Page 203.

Subject to a Blanket Utility Easement as contained in Deed Book 726, Page 260.

Excepting from said parcel a 1.148 Acre Parcel:

Beginning at a point in the Northeasterly line of Lot 25, Block 253.01, said point being South 40 Degrees 59 Minutes 15 Seconds East, a distance of 630.00 feet from a found concrete monument on the Northerly corner to Lot 26, Block 253.01, said monument having NJPCS values N 333,278.9178 and E 312,560.9841 feet and running the next three (3) courses through Lot 21.01, Block 253.01;

(1) North 49 Degrees 00 Minutes 45 Seconds East, a distance of 200.00 feet to a point; thence

December 20, 2005  
Block 253.01, Lot 21.01  
Bach File No. GC2005-1K

(2) South 40 Degrees 59 Minutes 15 Seconds East, a distance of 250.00 feet to a point; thence

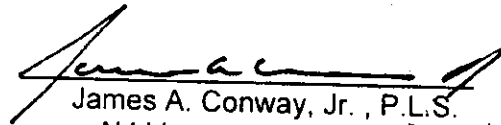
(3) South 49 Degrees 00 Minutes 45 Seconds West, a distance of 200.00 feet to a point in the Northeasterly line of Lot 24, Block 253.01; thence

(4) Northwestwardly, along the line of Lots 24 and 25, Block 253.01, North 40 Degrees 59 Minutes 15 Seconds West, a distance of 250.00 feet to the Place of Beginning.

Containing within said exception bounds 1.148 Acres.

~~Total Net Acre of the Farmland Preservation Easement is 26.469 Acres.~~

The above description was written pursuant to a survey of property designated as Block 253.01, Lot 21.01, 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, NJ, 08035, dated December 20, 2005. No revisions and is marked as file No. GC2005-1K.

  
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