

Presidential Title Agency, Inc.
 1646 Blackwood-Clementon Road
 P.O. Box 1367
 Blackwood, N.J. 08012
 856-232-1900

E3-E
 Page 1 of 9

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

This Deed of Easement is made June 1, 2011.

Between **Joseph F. Caltabiano and Donna Caltabiano, husband and wife, and Anna V. Tomasulo, as to her Life Estate Interest**, whose address is 405 Cohawkin Road, Sewell, NJ, 08080, as their interests may appear, and **Triad III, LLC, a New Jersey Limited Liability Company**, whose address is 551 Cooper Road, PO Box 330, West Berlin, NJ, 08091, as its interests may appear, all collectively referred to as the Grantor;

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

The Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns grants and conveys to the Grantee a development easement and all of the nonagricultural development rights and credits on the Premises, located in the **Township of Mantua, County of Gloucester** described in the attached Schedule A, and for the limited purpose of restrictions contained in Paragraph 13(b), the tracts of land described in the attached Schedule C, which schedules are incorporated by reference in this Deed of Easement, for and in consideration of the sum of **One Million Twenty Six Thousand Seven Hundred Fifty Four Dollars and Seventy Five Cents (\$1,026,754.75)**.

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

The tax map reference for the Premises is:

Docket: 00019706 Type:Easement Pages:15
 James N. Hogan, Gloucester County Clerk
 Receipt#:37689 09:52:26A Jun 06,2011
 Recording Fee: 53.00 DB 4874 237

Township of Mantua
Block 2, Lots 6 & 10

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

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

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

WHEREAS, this Deed of Easement presently recites that the State Agriculture Development Committee ("Committee") may exercise certain rights and prerogatives with respect to the within easement in anticipation of, and solely in order to facilitate, the possible enrollment of this easement at a future date in the State of New Jersey Agriculture Retention and Development Program, it being explicitly understood that any such rights

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

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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.

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ii. Grantor's long term objectives shall conform with the provisions of the farm conservation plan.

8. Grantee and Committee and their agents shall be permitted access to, and to enter upon, the Premises at all reasonable times, but solely for the purpose of inspection in order to enforce and assure compliance with the terms and conditions of this Deed of Easement. Grantee agrees to give Grantor, at least 24 hours advance notice of its intention to enter the Premises, and further, to limit such times of entry to the daylight hours on regular business days of the week.

9. Grantor may use the Premises to derive income from certain recreational activities such as hunting, fishing, cross country skiing and ecological tours, only if such activities do not interfere with the actual use of the land for agricultural production and that the activities only utilize the Premises in its existing condition. Other recreational activities from which income is derived and which alter the Premises, such as golf courses and athletic fields, are prohibited.

10. Nothing shall be construed to convey a right to the public of access to or use of the Premises except as stated in this Deed of Easement or as otherwise provided by law.

11. Nothing shall impose upon the Grantor any duty to maintain the Premises in any particular state, or condition, except as provided for in this Deed of Easement.

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

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

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

13 (b). Grantor, their heirs, executors, administrators, personal or legal representatives, successors and assigns may use and maintain the Exception Areas, as described in the attached Schedule C, subject to the following conditions:

- i. Exception Area C can be severed and/or subdivided from the premises.
- ii. Pertaining to Exception Area C, 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.

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

- i. To provide structures for housing of agricultural labor employed on the Premises but only with the approval of the Grantee and the Committee. If Grantee and the Committee grant approval for the construction of agricultural labor housing, such housing shall not be used as a residence for Grantor, Grantor's spouse, Grantor's parents, Grantor's lineal descendants, adopted or natural, Grantor's spouse's parents, Grantor's spouse's lineal descendants, adopted or natural; and
- ii. To construct a single family residential building anywhere on the Premises in order to replace any single family residential building in existence at the time of conveyance of this Deed of Easement but only with the approval of the Grantee and Committee.
- iii. No residual dwelling site opportunities have been allocated pursuant to the provisions of N.J.A.C. 2:76-6.17. No residential buildings are permitted on the Premises except as provided in this Deed of Easement.

For the purpose of this Deed of Easement:

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

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

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

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

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

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

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

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

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

22. Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns further transfers and conveys to Grantee all of the nonagricultural development rights and development credits appurtenant to the lands and Premises described herein. Nothing contained herein shall preclude the conveyance or retention of said rights by the Grantee as may be permitted by the laws of the State of New Jersey in the future. In the event that the law permits the conveyance of said development rights, Grantee agrees to reimburse the Committee at a certain percentage of the value of the development rights as determined at the time of the subsequent conveyance. The percentage of reimbursement shall be based on the respective funding contributions of the Grantee and Committee as set forth in the cost-sharing grant agreement entered into by Grantee and the Committee when these development rights are enrolled in the New Jersey Agriculture Retention and Development Program.

23. That portion of the net proceeds, representing the value of the land only (and not the value of the improvements), of a condemnation award or other disposition of the Premises following termination of this Deed of Easement, as permitted pursuant to N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, shall be distributed among the Grantor and the Grantee in shares in proportion to the fair market value of their interests in the Premises on the date of execution of this Deed of Easement. For this purpose, the Grantee's allocable share of the proceeds shall be the net proceeds multiplied by a fraction, the numerator of which is the fair market value of the development easement as certified by the Committee at the time of the initial acquisition and the denominator of which is the full fair market value of the unrestricted Premises as certified by the Committee at the time of the initial acquisition, which is identified as (\$16,850/\$24,500.00).

Furthermore, in the event that this Deed of Easement is enrolled in the New Jersey Agriculture Retention and Development Program by the Committee providing the Grantee with a cost share grant for the acquisition of this Deed of Easement, the Grantee's proceeds shall be distributed among the Grantee and the Committee in shares in proportion to their respective cost share grants as set forth in the aforementioned cost sharing grant agreement. The Grantee shall use its share of the proceeds in a manner consistent with the provisions of N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32.

24. Grantor understands and accepts that Grantee may, at its sole option, apply to have this easement enrolled for participation in the State of New Jersey Agriculture Retention and Development Program as administered by the State Agriculture Development Committee. It is the intention of Grantor to convey to Grantee, by this present instrument, all of the rights which would have to be conveyed under N.J.S.A. 4:1C-11, et seq. and under N.J.A.C. 2:76-1.1, et seq. in order to qualify this easement for participation in the State Program. Grantor hereby agrees and undertakes to cooperate with Grantee in any appropriate aspect of the State application process and to execute any necessary papers presented by the State or by Grantee in connection therewith. Grantor hereby consents to the participation in or exercise of any of Grantee's rights and obligations hereunder by the State Agriculture Development Committee or any other State agency or political subdivision of the State of New Jersey. Grantee stipulates that any rights and prerogatives that this Deed of Easement extends to the 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.

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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.

Joseph F. Caltabiano (L.S.)
Joseph F. Caltabiano

Donna M. Caltabiano (L.S.)
Donna Caltabiano

Anna V. Tomasulo (L.S.)
Anna V. Tomasulo

Triad III, LLC, a New Jersey Limited Liabilities Company

William P. Bowman (L.S.)
William P. Bowman, Managing Member

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(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF NEW JERSEY, COUNTY OF Camden SS.:

I CERTIFY that on June 1, 2011, **Joseph F. Caltabiano and Donna Caltabiano, husband and wife, and Anna V. Tomasulo, as to her Life Estate Interest**, 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 **One Million Twenty Six Thousand Seven Hundred Fifty Four Dollars and Seventy Five Cents (\$1,026,754.75).**


 Print name and title below signature

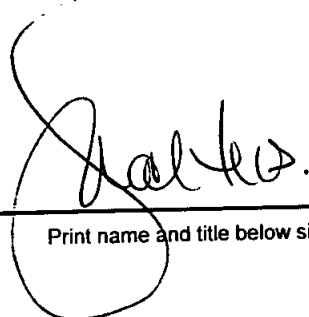
Robert J. Witsee, Atty At Law
N.J.

(CORPORATE ACKNOWLEDGEMENT)

State of New Jersey, County of Camden ss.:

I CERTIFY that on June 1 2011, the subscriber(s), **William P. Bowman**, personally appeared before me, who, being by me duly sworn on his oath, deposed and made proof to my satisfaction, that he is the **Managing Member of Triad III, LLC, a New Jersey Limited Liability Company**, the company 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 **Triad III, LLC, a New Jersey Limited Liability Company** that deponent well knows the seal of said **Triad III, LLC, a New Jersey Limited Liability Company**, and that the seal affixed to this Instrument is the proper seal of the said company, and was thereto affixed; and said Instrument signed and delivered by said **Triad III, LLC, a New Jersey Limited Liability Company** as and for the voluntary act and deed of said **Triad III, LLC, a New Jersey Limited Liability Company**, in presence of deponent, who thereupon subscribed his name thereto; and that the full and actual consideration paid to purchase a development easement as evidenced by this DEED OF EASEMENT is **One Million Twenty Six Thousand Seven Hundred Fifty Four Dollars and Seventy Five Cents (\$1,026,754.75).**

Sworn to and subscribed before me, the date aforesaid


 Print name and title below signature

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

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(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 20 day of April, 2011.


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

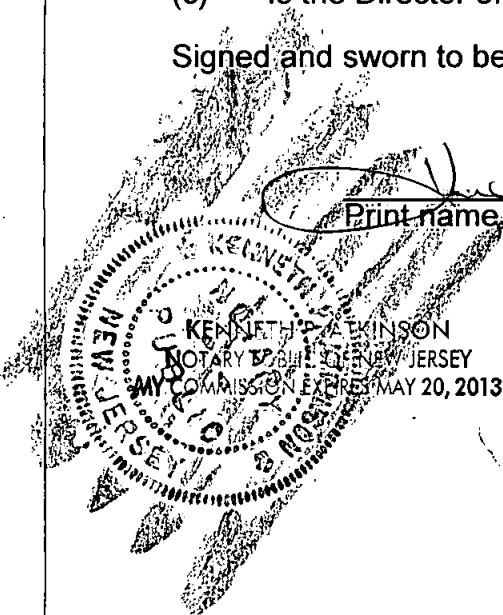
STATE OF NEW JERSEY, COUNTY OF GLOUCESTER SS.:

I CERTIFY that on April 20, 2011, the subscriber ROBERT M. DAMMING, personally came before me and acknowledged under oath, to my satisfaction that this person:

- (a) is named in and personally signed this Deed of Easement;
- (b) signed, sealed and delivered this Deed of Easement as the Freeholder Board's act and deed; and
- (c) Is the Director of the Gloucester County Board of Chosen Freeholders.

Signed and sworn to before me on April 20, 2011.


Print name and title below signature



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(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 14 day of April, 2011.



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

STATE OF NEW JERSEY, COUNTY OF GLOUCESTER SS.:

I CERTIFY that on April 14, 2011, West J. Kandle, III, personally came before me and acknowledged under oath, to my satisfaction that this person: (a) is named in and personally signed this DEED OF EASEMENT, (b) signed, sealed and delivered this DEED OF EASEMENT as the Board's act and deed; and (c) is the Chairperson of the Gloucester County Agriculture Development Board.

Sworn and subscribed before me on April 14, 2011



Notary Public

KENNETH R. ATKINSON

NOTARY PUBLIC OF NEW JERSEY

MY COMMISSION EXPIRES MAY 20, 2013

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SCHEDULE "A"
DESCRIPTION OF FARMLAND PRESERVATION EASEMENT
Joseph F. & Donna Caltabiano, Triad III, LLC

Township of Mantua
Gloucester County
Lands of Joseph F. & Donna Caltabiano, Triad III, LLC

April 13, 2011
Block 2, Lots 6 & 10
405 Cohawkin Road
Township of Mantua
Farmland Preservation Easement

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

COMMENCING at a point in the widened Westerly Right-of-Way line of Cohawkin Road, (38.00' from centerline) where intersected by the Southerly line of Lot 10.01, Block 2. Said point being marked by a set concrete monument having New Jersey State Plane Coordinate System NAD 1983 (NJPCS) Values of N 340,653.2307 feet and E 291,275.0013 feet with a combined average scale factor of 0.999946013, and from said beginning point and in said bearing system running:

(1) Along said widened Westerly Right-of-way line of Cohawkin Road, South 25 Degrees 19 Minutes 14 Second East, a distance of 839.52 feet to a point in same, being marked by a set concrete monument having New Jersey State Plane Coordinate System NAD 1983 (NJPCS) Values of N 339,894.7016 feet and E 291,634.0319 feet with a combined average scale factor of 0.999946013; thence

(2) Still along said widened Westerly Right-of-way line of Cohawkin Road, South 09 Degrees 35 Minutes 47 Seconds East, a distance of 687.86 feet to a point of lot curvature, said point being marked by a set iron pin; thence

(3) Along said Westerly Right-of-way line of Cohawkin Road, along a curve curving to the right, having a radius of 917.37 feet, an arc length of 209.21 feet, chord bearing South 03 Degrees 03 Minutes 46 Seconds East, a chord length of 208.76 feet to a point in same. Said point being marked by a set iron pin; thence

(4) Still along said Westerly Right-of-way line of Cohawkin Road, South 03 Degrees 28 Minutes 18 Seconds West, a distance of 890.29 feet to a point in the Northerly line of Lot 9, Block 2. Said point being marked by a set iron pin; thence

(5) Along said Northerly line of Lot 9, Block 2 and Lot 5, Block 2, North 79 Degrees 13 Minutes 07 Seconds West, a distance of 1200.69 feet to a point in the Easterly line of Lot 4, Block 2. Said point being 0.10 feet South and 0.27 feet East marked by a found concrete monument; thence

(6) Along said Easterly line of Lot 4, Block 2, North 49 Degrees 35 Minutes 53 Seconds East, a distance of 1427.03 feet to a point in the Northerly line of Lot 4, Block 2. Said point being marked by a found iron pin; thence

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(7) Along said Northerly line of Lot 4, Block 2, North 65 Degrees 56 Minutes 18 Seconds West, a distance of 473.85 feet to a point in same. Said point being marked by a found iron pin; thence

(8) Still along said Northerly line of Lot 4, Block 2, North 26 Degrees 26 Minutes 40 Seconds West, a distance of 165.42 feet to a point in the same. Said point being marked by a found iron pin; thence

(9) Still along said Northerly line of Lot 4, Block 2, South 82 Degrees 49 Minutes 44 Seconds West, a distance of 661.04 feet to a point in same. Said point being marked by a found stone; thence

(10) Still along said Northerly line of Lot 4, Block 2, North 26 Degrees 03 Minutes 05 Seconds West, a distance of 130.77 feet to a point in same. Said point being marked by a found iron pin; thence

(11) Still along said Northerly line of Lot 4, Block 2, South 88 Degrees 57 Minutes 20 Seconds West, a distance of 422.91 feet to a point in same. Said point being marked by a found iron pipe; thence

(12) Still along said Northerly line of Lot 4, Block 2, North 04 Degrees 03 Minutes 08 Seconds West, a distance of 601.41 feet to a point in the same. Said point being marked by a found iron pin; thence

(13) Still along said Northerly line of Lot 4, Block 2, North 36 Degrees 27 Minutes 13 Seconds West, a distance of 462.02 feet to a point in the Easterly line of Lot 3, Block 2. Said point being marked by a found iron pipe; thence

(14) Along said Easterly line of Lot 3, Block 2, North 06 Degrees 35 Minutes 39 Seconds East, a distance of 320.76 feet to a point in the Southerly line of Lot 11, Block 2. Said point being marked by a found iron pipe having New Jersey State Plane Coordinate System NAD 1983 (NJPCS) Values of N 340,927.2579 feet and E 289,690.5979 feet with a combined average scale factor of 0.999946013; thence

(15) Along said Southerly line of Lot 11, Block 2, North 83 Degrees 05 Minutes 50 Seconds East, a distance of 467.48 feet to a point in the Southerly line of Lot 11.01, Block 2. Said point being marked by a set iron pin; thence

(16) Still along said Southerly line of Lot 11.01, Block 2, North 83 Degrees 57 Minutes 46 Seconds East, a distance of 591.51 feet to the point in the Westerly line of Lot 10.01, Block 2. Said point being marked by a set iron pin; thence

(17) Along said Westerly line of Lot 10.01, Block 2, South 26 Degrees 06 Minutes 14 Seconds East, a distance of 258.22 feet to the point in the same. Said point being marked by a set iron pin; thence

(18) Still along said Westerly line of Lot 10.01, Block 2, North 63 Degrees 53 Minutes 45 Seconds East, a distance of 106.26 feet to the point in the same. Said point being marked by a found concrete monument; thence

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(19) Along said Westerly line of Lot 10.01, Block 2, South 26 Degrees 06 Minutes 14 Seconds East, a distance of 325.59 feet to the point in the Southerly line of Lot 10.01, Block 2. Said point being marked by a found concrete monument; thence

(20) Along said Southerly line of Lot 10.01, Block 2, North 64 Degrees 41 Minutes 19 Seconds East, a distance of 198.97 feet to the Point and Place of Beginning

CONTAINING within said Bounds: 69.435 Acres.

Excepting from said Bounds the following 8.500 Acres Severable Exception:

COMMENCING at a point in the Westerly Right-of-Way line of Cohawkin Road, County Route 667 (38.00' from centerline), where intersected by the Northerly line of Lot 9, Block 2. Said point being marked by a set iron pin having New Jersey State Plane Coordinate System NAD 1983 (NJPCS) Values of N 338,119.1475 feet and E 291,705.9441 feet with a combined average scale factor of 0.999946013 and from said beginning point and in said bearing system running:

(1) Along said Northerly line of Lot 9, Block 2, North 79 Degrees 13 Minutes 07 Seconds West, a distance of 559.48 feet to a point, being marked by a set iron pin running the following two (2) courses through Lot 6, Block 2; thence

(2) North 08 Degrees 31 Minutes 52 Seconds West, a distance of 669.74 feet to a point, being marked by a set iron pin, thence

(3) South 86 Degrees 31 Minutes 42 Seconds East, a distance of 495.87 feet to a point in the Westerly Right-of-Way line of Cohawkin Road, County Route 667 (38.00' from centerline), being marked by a set iron pin, thence

(4) Along said Westerly Right-of-Way Line of Cohawkin Road, South 03 Degrees 28 Minutes 18 Seconds West, a distance of 738.31 feet to Point and Place of Beginning.

CONTAINING within said Severable Exception: 8.500 Acres

Total Net Farmland Preservation Easement: 60.935 Acres

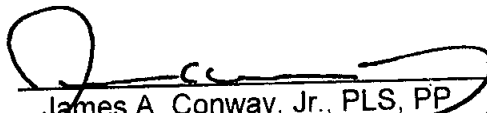
Subject to the following Easements:

Deed Book 1481, Page 394 – Blanket A/C Electric Easement to Lot 10, Block 2

Deed Book 3061, Page 10 – Gloucester County Right-of-way Easement to Lots 6 & 9, Block 2

Handwritten signatures and initials:
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CMA
AB
AVT

The above description was written pursuant to a Survey of Property designated at Block 2, Lots 6 & 10 in the Township of Mantua, County of Gloucester, State of New Jersey, said survey was prepared by Bach Associates, P.C., 304 White Horse Pike, Haddon Heights, New Jersey, 08035, dated 4-13-11, and is marked as file No. GC2010-5F.


James A. Conway, Jr., PLS, PP Date 4/13/2011
NJ Professional Land Surveyor License No. 24GS043235
NJ Professional Planner No. 33LI006120

S:\GC2010 Gloucester County\5F\Joseph F. & Donna Caltabiano\Legals\Schedule A, Block 2, Lots 6 & 10 2011-04-13.doc

SCHEDULE "B"

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

JFC
AVS
WB
dmc



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

SCHEDULE "C"
DESCRIPTION OF SEVERABLE EXCEPTION
TO FARMLAND PRESERVATION EASEMENT
Joseph F. & Donna Caltabiano, Triad III, LLC

Township of Mantua
Gloucester County
Lands of Joseph F. & Donna Caltabiano, Triad III, LLC

April 13, 2011
Block 2, Lots 6 & 10
405 Cohawkin Road
Severable Exception

ALL THAT CERTAIN tract or parcel of land located on 405 Cohawkin Road in the Township of Mantua, County of Gloucester, and State of New Jersey, bound and described as follows:

COMMENCING at a point in the Westerly Right-of-Way line of Cohawkin Road, County Route 667 (38.00' from centerline), where intersected by the Northerly line of Lot 9, Block 2. Said point being marked by a set iron pin having New Jersey State Plane Coordinate System NAD 1983 (NJPCS) Values of N 338,119.1475 feet and E 291,705.9441 feet with a combined average scale factor of 0.999946013 and from said beginning point and in said bearing system running:

(1) Along said Northerly line of Lot 9, Block 2, North 79 Degrees 13 Minutes 07 Seconds West, a distance of 559.48 feet to a point, being marked by a set iron pin running the following two (2) courses through Lot 6, Block 2; thence

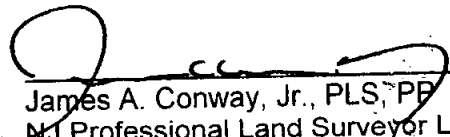
(2) North 08 Degrees 31 Minutes 52 Seconds West, a distance of 669.74 feet to a point, being marked by a set iron pin, thence

(3) South 86 Degrees 31 Minutes 42 Seconds East, a distance of 495.87 feet to a point in the Westerly Right-of-Way line of Cohawkin Road, County Route 667 (38.00' from centerline), being marked by a set iron pin, thence

(4) Along said Westerly Right-of-Way Line of Cohawkin Road, South 03 Degrees 28 Minutes 18 Seconds West, a distance of 738.31 feet to Point and Place of Beginning.

CONTAINING within said Severable Exception: 8.500 Acres

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James A. Conway, Jr., PLS, PP

Date

4/13/2011

NJ Professional Land Surveyor License No. 24GS043235
NJ Professional Planner No. 33LI006120

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Handwritten notes:
MC
dmc
AUT
JB