

**DEED OF EASEMENT
STATE OF NEW JERSEY AND COUNTY OF BURLINGTON
AGRICULTURE RETENTION AND DEVELOPMENT PROGRAM**

2006 APR 20 A 11:12

This Deed is made on this 12th day of April, 2006,

~~BETWEEN THE~~ BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS, a body politic and corporate of the State of New Jersey, whose address is 49 Rancocas Road, Mount Holly, New Jersey 08060, and is referred to as the **Grantor**

AND

THE BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS, a body politic and corporate of the State of New Jersey, whose address is 49 Rancocas Road, Mount Holly, New Jersey 08060, and is referred to as the **Grantee**.

The tax map reference for the Premises, in Burlington County, New Jersey is:

Pemberton Township, Block 779, Lots 8.01 and 8.03

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 Pemberton, Burlington County, New Jersey, described in the attached Schedule A, incorporated by reference in this Deed of Easement, for and in consideration of the sum of ONE DOLLAR \$1.00.

Any reference in this Deed of Easement to "Premises" refers to the property described in Schedule A.

WHEREAS, the Grantee 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

Prepared by: 
Jeffrey N. Rabin, Esq.

Initials 

WHEREAS, it is the intention of the Grantee 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 and prerogatives of said Committee are inchoate and shall not actually be exercised until such time as this acquisition is in fact enrolled in the aforesaid State Program as a result of the execution of a cost sharing grant agreement between Grantee and the said Committee;

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

WHEREAS, the Grantor is the sole and exclusive owner of the Premises; and

WHEREAS, the Grantee believes that the retention and preservation of agricultural lands is beneficial to the public health, safety and welfare of the citizens of County;

Burlington
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

Initials

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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.

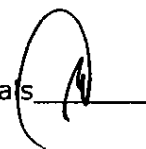
7. No activity shall be permitted on the Premises which would be detrimental to drainage, flood control, water conservation, erosion control, or soil conservation, nor shall any other activity be permitted which would be detrimental to the continued agricultural use of the Premises.

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

Initials



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. 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.

*12.1 There shall be no merger between Grantee's easement interest pursuant to this Deed of Easement and Grantee's fee interest in the Property, it being the intention of Grantee Board of Chosen Freeholders of the County of Burlington to sell its fee simple interest in the Property but retain its ownership of the easement interest.

Initials 

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. **One (1) residual dwelling site opportunity has 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.

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.

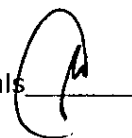
For the purpose of this Deed of Easement:

"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.

"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

Initials 

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

Initials: 

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 _____ percent of the value of the development rights as determined at the time of the subsequent conveyance.

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 _____ percent (_____%) (\$ _____ / \$ _____). Furthermore, the Grantee's proceeds shall be distributed among the Grantee and the Committee in shares in proportion to their respective cost share grants on the date of execution of this Deed of Easement. 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

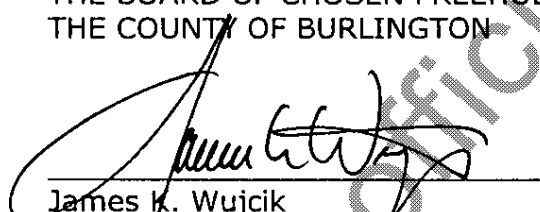
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to execute any necessary papers presented by the State or by Grantee in connection therewith. Grantor hereby consents to the participation in or exercise of any of Grantee's rights and obligations hereunder by the State Agriculture Development Committee or any other State agency or political subdivision of the State of New Jersey. Grantee stipulates that any rights and prerogatives which 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 Grantee and the Committee enter into a cost sharing grant 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.

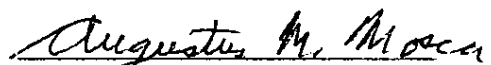
GRANTOR:
THE BOARD OF CHOSEN FREEHOLDERS OF
THE COUNTY OF BURLINGTON



James K. Wujcik
Freeholder Director

4-12-08
Date

Attest:



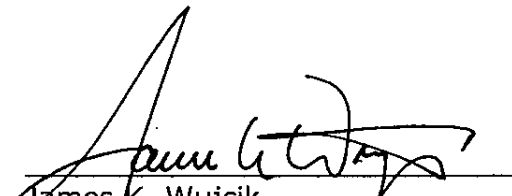
Augustus M. Mosca
Clerk of the Board and
County Administrator

Initials: 

BURLINGTON COUNTY BOARD OF CHOSEN FREEHOLDERS

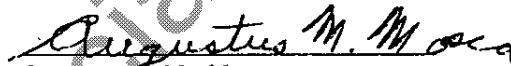
THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON has approved the purchase of the development easement on the Premises pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., and pursuant to Burlington County's Farmland Preservation program.

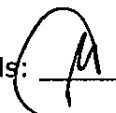
THE UNDERSIGNED, being the Director of the Burlington County Board of Chosen Freeholders, hereby accepts and approves the foregoing restrictions, benefits and covenants stated in this Deed of Easement.


James K. Wujcik
Freeholder Director

4-12-04
Date

Attest:


Augustus M. Mosca
Clerk of the Board and
County Administrator

Initials: 

ACKNOWLEDGMENT

STATE OF NEW JERSEY :
: S.S.:
COUNTY OF BURLINGTON :

I certify that on this date, Augustus M. Mosca personally appeared before me and acknowledged under oath to my satisfaction that:

(a) he is the Burlington County Administrator and Clerk of the Burlington County Board of Chosen Freeholders (the "Board"), Grantee named in this Deed of Easement;

(b) he is the attesting witness to the signing of this Deed of Easement by the Freeholder Director;

(c) this Deed was executed by the Freeholder Director as the voluntary act and deed of the Board for the uses and purposes therein expressed, as authorized by resolution;

(d) he knows the proper seal of the Board, and the seal which has been affixed to this Deed is the seal of the Board and

(e) he signed this Acknowledgment to attest to the truth of these facts.

(F) THE CONSIDERATION FOR THIS Deed Of Easement is \$1.00.

Augustus M. Mosca
Signature: Augustus M. Mosca

Gina Wheatley
Notary Signature

GINA M. WHEATLEY
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 11/4/2007

4-12-06
Date

Initials: AM

BURLINGTON COUNTY AGRICULTURE DEVELOPMENT BOARD

THE UNDERSIGNED, being Chairman of the Burlington County Agriculture Development Board, hereby accepts and approves the foregoing restrictions, benefits and covenants.

William H. Pettit Sr
WILLIAM H. PETTIT, SR.

4-13-06
Date

ACKNOWLEDGMENT

STATE OF NEW JERSEY)
COUNTY OF BURLINGTON)

S.S.:

I CERTIFY that on this date William H. Pettit, Sr. personally came before me and acknowledged under oath, to my satisfaction, that he:

- (a) is named in and personally signed this Deed of Easement;
- (b) is Chairman of the Burlington County Farmland Preservation Board, Burlington County's agriculture development board and
- (c) signed, sealed and delivered this Deed of Easement as the act and deed of the Farmland Preservation Board.

Margaret Lo
Signature

4/13/06
Date

Margaret Lo
Typed/printed name

NJ Attorney
Title

Initials: (W)


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

SCHEDULE A TO DEED OF EASEMENT

TO BE INSERTED

METES AND BOUNDS DESCRIPTION OF THE PROPERTY

Unofficial Document

Initials: 

Schedule A, p 1



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ASSOCIATES
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**DESCRIPTION OF
FARMLAND PRESERVATION EASEMENT**

PEMBERTON TOWNSHIP
BURLINGTON COUNTY
LANDS NOW OR FORMERLY BURLINGTON COUNTY
BOARD OF CHOSEN FREEHOLDERS
VARGO PROJECT #04195-8EW

DATE: JANUARY 24, 2006
BLOCK 779, LOT 8.01
PROPERTY ADDRESS:
NORTH PEMBERTON ROAD
PEMBERTON, N.J.

PROPERTY OF:
BURLINGTON COUNTY BOARD OF CHOSEN
FREEHOLDERS
1900 BRIGGS ROAD
MOUNT LAUREL, NEW JERSEY

All that certain tract or parcel of land located at North Pemberton Road, in the Township of Pemberton, County of Burlington, and State of New Jersey, bounded and described as follows:

BEGINNING at an iron pin to be set at the intersection of the division line between tax Lots 6.04 and 8.01 Block 779 with the northerly potential future right of way line of North Pemberton Road (a/k/a Woodlane Road, Burlington County Route 630, 66' wide, 86' wide potential future right of way line) said point being North 422,796.0901, East 430,067.9071 (scale factor 0.9999042624) in the New Jersey State Plane Coordinate System (NAD '83), said point being the following two courses from a found PK nail at the intersection of the centerline of North Pemberton Road and the centerline of Birmingham Road (33' wide):

- a) N70°40'01" West, along the centerline of North Pemberton Road, 19.39 feet to a PK nail set;
- b) N12°28'34" West, a distance of 50.60 feet and commencing thence
 - 1) North 12°28'34" West, along said division line between tax lots 6.04 and 8.01, a distance of 382.85 feet to an iron pin to be set in the division line between Lots 6.01 and 8.01, Block 779, said point being North 423,169.8617, East 429,985.2080 (scale factor 0.9999042624) in the New Jersey State Plane Coordinate System (NAD '83); thence
 - 2) North 81°26'26" East, along said division line, a distance of 1,142.46 feet to an iron pin to be set on a point in the division line between tax lots 8.02 and 8.01; thence
 - 3) South 22°52'55" East, along said division line, a distance of 232.57 feet to an iron pin to be set on an angle point in same, said point being North 423,125.6332, East 431,205.2580 (scale factor 0.9999042624) in the New Jersey State Plane Coordinate System (NAD '83) ; thence
 - 4) South 36°03'32" West, continuing along the division line between tax lots 8.02 and 8.01, a distance of 707.49 feet to an iron pin to be set at an angle point in same; thence

DB 06380 pg 870



Farmland Preservation Easement Description
Block 779, Lot 8.01
Pemberton Twp., Burlington Co., NJ
Page 2 of 2

Schedule A, p 2

- 5) South $19^{\circ}19'59''$ West, along said division line, a distance of 10.00 feet to an iron pin to be set in the northerly potential future right of way line of North Pemberton Road; thence
- 6) North $70^{\circ}40'01''$ West, along said line, parallel with and distant 43.00 feet from the centerline of North Pemberton Road, a distance of 760.60 feet to the point and place of BEGINNING.

Containing within said Farmland Preservation Easement 14.128 acres, more or less.

Being known as the Farmland Preservation Easement within Tax Map Block 779, part of Lot 8.01 in the Township of Pemberton, Burlington County, New Jersey.

Being known as part of proposed Tax Map Block 779, Lot 8.01 in the Township of Pemberton, Burlington County, New Jersey as indicated on a plan of Agriculture Subdivision prepared By Vargo Associates, dated 01/12/06, to be recorded.

Pursuant to a survey of the Farmland Preservation Easement on the property of the Burlington County Board of Chosen Freeholders, known and designated as Block 779, Lot 8.01 on the municipal tax map of the Township of Pemberton, said survey prepared by Vargo Associates, P.O. Box 647, Franklinville N.J., dated 01/24/06 and marked as File No. 04195-8EW.

January 24, 2006
Project #04195-8EW

Prepared by:



Edward J. Constantine, Jr.
Professional Land Surveyor
N.J. License #36714

Schedule A, pg



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**DESCRIPTION OF
FARMLAND PRESERVATION EASEMENT**

PEMBERTON TOWNSHIP
BURLINGTON COUNTY
LANDS NOW OR FORMERLY BURLINGTON COUNTY
BOARD OF CHOSEN FREEHOLDERS
VARGO PROJECT #04195-8EW

DATE: JANUARY 24, 2006
BLOCK 779, LOT 8.03
PROPERTY ADDRESS:
NORTH PEMBERTON ROAD
PEMBERTON, N.J.

PROPERTY OF:
BURLINGTON COUNTY BOARD OF CHOSEN
FREEHOLDERS
1900 BRIGGS ROAD
MOUNT LAUREL, NEW JERSEY

All that certain tract or parcel of land located at North Pemberton Road, in the Township of Pemberton, County of Burlington, and State of New Jersey, bounded and described as follows:

BEGINNING at an iron pin to be set on a point in the division line between Lots 8.03 and 9.02, Block 779 at the intersection of said line with the potential future right of way line of North Pemberton Road (also known as Woodlane Road, Burlington County Route 630, 66' wide, 86' wide potential future right of way) said point being North 421,912.2625, East 432,587.0559 (scale factor 0.9999042624) in the New Jersey State Plane Coordinate System (NAD '83), and commencing in said bearing datum; thence

- 1) North 70°40'01" West, along said potential future right of way line parallel with and distant 43.00 feet from the centerline of North Pemberton Road, a distance of 1,576.15 feet to an iron pin to be set on a point on the division line between tax lots 8.03 and 8.02, said point being North 422,434.0106, East 431,099.9321 (scale factor 0.9999042624) in the New Jersey State Plane Coordinate System (NAD '83); thence
- 2) North 22°25'20" East, along said division line, a distance of 709.32 feet to an iron pin to be set on an angle point in same, said point being North 423,089.6411, East 431,370.4621 (scale factor 0.9999042624) in the New Jersey State Plane Coordinate System (NAD '83); thence
- 3) North 65°35'39" East, along said division line between tax lots 8.03 and 8.02, a distance of 650.55 feet to an iron pin to be set at angle point in same; thence
- 4) North 12°16'26" East, continuing along said line, a distance of 1,019.31 feet to an iron pin to be set on the municipal division line between the Township of Springfield and the Township of Pemberton; thence
- 5) South 53°50'34" East, along said municipal division line, said division line also being the division line between Block 1201, Lot 29.01, Township of Springfield and Block 779, Lot

DB06380Pg873



Schedule A, p 5

- 8.03, Township of Pemberton, a distance of 1,244.57 feet to a found concrete monument on the division line between tax Lots 8.03 and 9.01, Block 779, Township of Pemberton; thence
- 6) South $19^{\circ}16'26''$ West, partly along said division line between tax Lots 8.03 and 9.01 and partly along the division line between Lots 8.03 and 9.02, a distance of 1,809.42 feet to the point and place of BEGINNING.

Containing within said Farmland Preservation Easement 60.045 acres, more or less.

Being known as the Farmland Preservation Easement within Tax Map Block 779, Lot 8.03 in the Township of Pemberton, Burlington County, New Jersey.

Being known as part of proposed Tax Map Block 779, Lot 8.03 in the Township of Pemberton, Burlington County, New Jersey as indicated on a plan of Agriculture Subdivision prepared By Vargo Associates, dated 01/12/06, to be recorded.

Pursuant to a survey of the Farmland Preservation Easement on the property of the Burlington County Board of Chosen Freeholders, known and designated as Block 779, Lot 8.03 on the municipal tax map of the Township of Pemberton, said survey prepared by Vargo Associates, P.O. Box 647, Franklinville N.J., 01/24/06 and marked as File No. 04195-8.03

January 24, 2006
Project #04195-8EW

Prepared by:



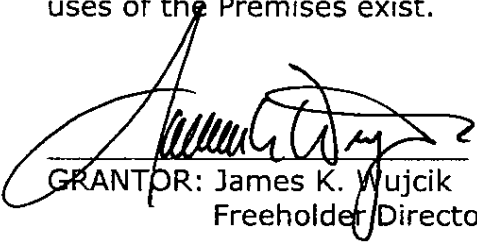
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Professional Land Surveyor
N.J. License #36714

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

**SCHEDULE B TO DEED OF EASEMENT
CERTIFICATION CONCERNING NONAGRICULTURAL USES**

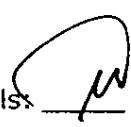
The undersigned, Grantor in the foregoing Deed of Easement, do hereby certify as follows:

1. At the time of the execution of this Deed of Easement no nonagricultural uses of the Premises exist.


GRANTOR: James K. Wujcik
Freeholder Director

4-12-06
DATE

Unofficial Document

Initials 



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

(Please Print or Type)

SELLER(S) INFORMATION (If Multiple Sellers, Each Seller Must Complete a Certification)

Name(s)

THE BOARD OF CHOSEN FREEHOLDERS OF THE COUNTY OF BURLINGTON

Current Resident Address:

Street: 49 RANCOCAS ROAD

City, Town, Post Office

MOUNT HOLLY

State

NJ

Zip Code

08060

Home Phone

()

Business Phone

(609) 265-5202

PROPERTY INFORMATION (Brief Property Description)

Block(s)

779

Lot(s)

8.01 & 8.03

Qualifier

Street Address:

City, Town, Post Office

PEMBERTON TOWNSHIP

State

NJ

Zip Code

08068

Seller's Percentage of Ownership

100%

Consideration

\$1.00

Closing Date

SELLER ASSURANCES (Check the Appropriate Box)

1. I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3. I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6. The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.

SELLER(S) DECLARATION

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

4/19/06

Date

Signature

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

Date

Signature

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

AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER
(Chapter 49, P.L. 1968, as amended through Chapter 66, P.L. 2004)

To be recorded with deed pursuant to Chapter 49, P.L. 1968, as amended by Chapter 308, P.L. 1991 (N.J.S.A. 46:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

}SS.

COUNTY OF BURLINGTON

FOR RECORDER'S USE ONLY

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

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

Deponent, JEFFREY N. RABIN, ESQ, being duly sworn according to law upon his/her oath,
(Name)

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

real property identified as Block number 779 Lot number 8-01 9803 located at
Pemberton, Burlington County and annexed thereto.
(Street Address, Municipality, County)

(2) **CONSIDERATION** \$ 1.00 (See Instructions #1 and #5 on reverse side)

If entire consideration is in excess of \$1,000,000:

(A) When Grantee pays:

Zoned for residential use, whether improved or not. Paid by grantee.

(B) When Grantee does not have to pay, fill out below:

Property zoning at date of transfer _____

Property class if not zoned residential. Circle applicable class(es): 1 2 3A 3B 4A 4B 4C 15

Property classes: 1-Vacant Land, 2- Residential, 3A-Farm (Regular), 3B-Farm (Qualified), 4A-Commercial, 4B-Industrial, 4C-Apartment, 15-Public Property

(3) **FULL EXEMPTION FROM FEE** (See Instruction #6 on reverse side)

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

6(b) By and to an instrumentality of the State of New Jersey,
Burlington County

Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 66, P.L. 2004.

Subscribed and sworn to before me
this 20th day of April, 2006

Cindy L. Ward
CINDY L. WARD
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JAN 5, 2008

[Signature]
Signature of Deponent
49 Rancocas Road
Mt. Holly, NJ 08060
Deponent Address

The Board of Chosen Freeholders
of the County of Burlington

[Signature]
Grantee Name
49 Rancocas Road
Mt. Holly, NJ 08060
Grantee Address at Time of Sale

Anne Warchol, Surety Title
Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

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

RECORDING DATA PAGE

Consideration :
Code : E
Transfer Fee : \$0.00
Recording Date: 04/20/2006
Document No : 4298244 ccscelza

BOARD OF CHOSEN FREEHOLDERS
49 RANCOCAS RD
PO BOX 6000
MOUNT HOLLY, NJ 08060

Receipt No : 627287
Document No : 4298244
Document Type : CNB
Recording Date: 04/20/2006
Login Id : ccscelza

Recorded	Filed
Apr 20 2006 01:17pm	Apr 20 2006 01:17pm
Burlington County Clerk	Burlington County Clerk

Clerk of Burlington County • 49 Rancocas Rd. • Mt. Holly, NJ 08060
609-265-5180