6946

DEED OF EASEMENT

STATE OF NEW JERSEY AGRICULTURE RETENTION AND DEVELOPMENT PROGRAM

This Deed is made April 7, 2005

BETWEEN Job Linton Poinsett, individually, Job Linton Poinsett, Trustee and Guardian for Myra E. Poinsett and the Estate of John L. Poinsett by Job Linton Poinsett, Executor whose address is 404 Isaac Budd Road, Southampton, New Jersey, 08088, and is referred to as the Grantor;

AND the State Agriculture Development Committee, whose address is, P.O. Box 330, Trenton, New Jersey 08625 and is referred to as the Grantee or Committee.

The Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns grants and conveys to the Grantee a development easement, all of the Pinelands Development Credit(s) and nonagricultural development rights on the Premises, located in the Township of Southampton, County of Burlington, described in the attached Schedule A, and, for the limited purpose of the restrictions contained in Paragraph 13(b), described in the attached Schedule C, incorporated by Perference in this Deed of Easement, for and in consideration of the sum of Two Hundred Sixty-Six Thousand Six Hundred Sixty-Seven and 63/100 (\$266,667.63) Dollars. 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 property described in Schedule C.

The tax map reference for the Premises is:

Township of Southampton

Block 1602, Lots 2 and 3

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 the State of New Jersey; and

WHEREAS, the Premises are located in an Agricultural Production Area in the Pinelands Area, which is designated under the Pinelands Comprehensive Management Plan as eligible for Pinelands Development Credits; and

WHEREAS, the Pineland's Commission has certain rights and obligations in this Deed of Fasement pursuant to N.J.S.A. 13:8A-1 et seq. and N.J.A.C. 7:50.

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:

 Any development of the Premises for nonagricultural purposes is expressly prohibited.

Prepared by:

William A. Schnurr Deputy Attorney General

Record and Return to

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- 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), as limited by the provisions of this Deed of Easement. 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.
 - Agricultural use shall also include fish and wildlife management, forestry and beekeeping.
 - ii. Retail market areas shall not exceed 5000 square feet.
 - iii. Any disposal of farm waste regulated by the Pinelands Commission shall be in compliance with Paragraph 6 of this Deed of Easement.
- 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:
 - 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. Any such materials removed from the Premises for the agricultural purpose for which the land is being used shall be done in compliance with the Pinelands Comprehensive Management Plan (PCMP), N.J.A.C. 7:50 and in some circumstances, approval by the Pinelands Commission may be required pursuant to the PCMP.
- 6. No dumping or placing of trash, waste material, including sewage sludge or sludge products derived from sewage sludge, shall be permitted on the Premises unless expressly recommended by the Committee as an agricultural management practice and unless approved by the Pinelands Commission pursuant to its regulations.
 - Sewage sludge means the solid residue and associated liquid resulting from the physical, chemical or biological treatment of wastewater in a domestic treatment works.

J. J. P.

- 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.
 - 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 its 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 building 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:
 - 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;
 - iii. Improvements to recreational buildings shall be consistent with agricultural or recreational uses. No additions to such buildings shall be constructed without the approval of the Pinelands Commission pursuant to the Pinelands Comprehensive Management Plan, N.J.A.C. 7:50; and
 - iv. Grantor shall not demolish any structures on the Premises that are greater than 50 years old without the approval of the Pinelands

Commission pursuant to the Pinelands Comprehensive Management Plan, N.J.A.C. 7:50.

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.

- 13(b). Grantor, their heirs, executors, administrators, personal or legal representatives, successors and assigns may use and maintain the Exception Area, as described in the attached Schedule C, subject to the following conditions:
 - The Exception Area shall not be severed or subdivided from the Premises.
 - ii. The Exception Area shall be limited to one residential unit.
- 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 seasonal housing of agricultural labor employed on the Premises but only with the approval of the Committee and the Pinelands Commission. If the Committee and the Pinelands Commission 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
 - a. Seasonal housing of agricultural labor means residential dwellings, for the seasonal use of employees of an agricultural or horticultural use, which because of their character or location are not to be used for permanent housekeeping units and which are otherwise accessory to a principal use of the parcel for agriculture; and
 - ii. To provide structures for year-round housing of agricultural labor employed on the Premises but only with the approval of the Committee and the Pinelands Commission and only if the Grantor has retained the appropriate number of Pinelands Development Credits, as identified in Paragraph 24, for the construction of such housing at the time of the conveyance of this Deed of Easement. If the Committee and the Pinelands Commission 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;
 - iii. 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 Committee and the Pinelands Commission pursuant to the Pinelands Comprehensive Management Plan, N.J.A.C. 7:50.
 - iv. 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 approval in writing of the Grantee and the Pinelands Commission. In order for the Grantor to receive approval, the Grantee and the Pinelands Commission 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 Pinelands Commission 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. The Committee and the Pinelands Commission 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, including 3.25 Pinelands Development Credits that have been allocated to the Premises.

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.

- 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 value of the development easement as determined by the Committee pursuant to N.J.A.C. 2:76-19 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 (2,811.00/4,850.00).
- 24. Grantor has not retained any Pinelands Development Credits for the right to construct year-round agricultural labor housing pursuant to Paragraph 14(ii), for the purpose of exercising a residual dwelling site opportunity, if any have been allocated, pursuant to Paragraph 14(iv) or for the right to construct a house on the Exception Area as described in Paragraph 13(b) and Schedule C.
- 25. Grantor agrees that impervious coverage of the Premises shall not exceed 10% of the total acreage of the Premises. Impervious coverage shall include, but not be limited to, houses, barns, stables, sheds, silos, outhouses, cabanas and other buildings, swimming pools, docks or decks. Temporary greenhouses and other temporary coverings that do not have impervious floors shall be excluded from the computation of the impervious coverage area.
- 26. Agricultural use of wetlands and areas within 300 feet of wetlands ("wetlands transition areas") shall be consistent with subchapter 6 of the Pinelands Comprehensive Management Plan, N.J.A.C. 7:50-6, as may be amended from time to time. Specifically, except for the horticulture of native Pinelands species, berry agriculture, forestry and beekeeping, agriculture shall not be permitted in wetlands and wetlands transition areas, except if such agricultural uses existed prior to the promulgation of the Pinelands Comprehensive Management Plan in 1979 or if the Comprehensive Management Plan is amended to permit such uses.

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.

Job Linton Poinself (L.S.)

J. P.

Job Linton Poinsett, Trustee and Guardian for Myra E. Poinsett
Estate of John L. Poinsett by Job Smiton Poinsett (L.S.) Job Linton Poinsett, Executor
(INDIVIDUAL ACKNOWLEDGMENT)
STATE OF NEW JERSEY, COUNTY OF MERCER SS.:
I CERTIFY that on April 7, 20 05,
Job Linton Poinsett, individually, Job Linton Poinsett, Trustee and Guardian for Myra E. Poinsett and the Estate of John L. Poinsett by Job Linton Poinsett, Executor whose address is 404 Isaac Budd Road, Southampton, New Jersey, 08099, is referred to as the Grantor, personally came before me and acknowledged under oath, to my satisfaction, that this 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 \$266,667.63.
WILLIAM F. ATTARDI, JR. A Notary Public Of New Jersey A Notary Public Of New Jersey Color Froires Oct. 2, 2005

page 8 of 8

(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 the Garden State Preservation Trust Act, N.J.S.A. 13:8C-1 et seq., P.L. 1999, c.152 and hereby accepts and approves the foregoing restrictions, benefits and covenants.

S:\Pinelands 2002B\Burlington\Poinsett\Deed doc

Print name and title below signature

So Marker Street Salem, 47 08079



NEIL L VAN CLEEF, P.E., L.S. & P.P. ROBERT J. CLERICO, P.E. & P.P. ROBERT B. HEIBELL, P.E., L.S. & P.P. DANIEL A. NAGY, L.S. & P.P. PAUL E, POGORZELSKI, P.E. & P.P. SAMUEL D. COSTANZO, P.E. & P.P.

Consulting Civil, Environmental & Municipal Engineering Land Surveying • Professional Planning • Landscape Architecture

Southampton Township **Burlington County, New Jersey** Lands N/F John L. Poinsett

Revised August 3, 2004 Date: February 25, 2004 VCEA File No. 04-01-SOT-Dep

DESCRIPTION OF PROPERTY Block 1602, Lots 2 and 3

All that certain tract or parcel of land in Southampton Township, Burlington County, state of New Jersey, bounded and described as follows:

BEGINNING at a point on the southerly sideline of Isaac Budd Road (33' R.O.W. -per tax map), said point being located at a concrete monument found and having NJ Plane Coordinate System NAD 1983 NJSPCS values of N-398,456.7243 (US Survey Feet) and E-435,396.2497 (US Survey Feet) said beginning point also being the common corner of Lots 2 and 2.01, in Block 1602, as located on said sideline and from said beginning point running, thence;

- 1. Along the southerly sideline of Isaac Budd Road, S79°23'58"E, a distance of 1261.52', to a point and corner, thence:
- 2. Along the same, S72°03'57"E, a distance of 2331.10', to a point and corner, thence;
- 3. Leaving said sideline and along the westerly line of Lots 4.01 and 4.02, in Block 1602, S45°11'03"W, a distance of 1254.02', to a point and marble monument found, thence;
- 4. Along the northerly line of Lot 9, in Block 1602, N75°19'46"W, a distance of 3324.30', to a point and northwest corner of Lot 9, on the easterly sideline of Bed Bug Hill Road (33' R.O.W.-per tax map), thence;
- 5. Along said sideline, N10°42'05"E, a distance of 80.92', to a point, thence;
- 6. Along the same, N07°05'03"W, a distance of 594.03', to a point, thence;
- 7. Along the same, N00°54'23"E, a distance of 52.02', to a point, thence;
- 8. Along the same, N08°56'55"E, a distance of 37.12', to a point and southwest corner of Lot 1, in Block 1602, thence:

Please Reply To:

- ☐ CENTRAL NJ OFFICE 339 Amwell Rd, Bldg, B P.O. Box 5877 Hillsborough, NJ 08844-5877 (908) 359-8291 FAX # (908) 359-1580
- ☐ WESTERN NJ OFFICE 1128 Route 31 Lebanon, New Jersey 08833 (908) 735-9500 FAX # (908) 735-6364
- SOUTHERN NJ OFFICE 2345 Route 33 Robbinsville, New Jersey 08691 (609) 259-3263 FAX # (609) 259-0278
- ☐ NORTHERN NJ OFFICE 114 Algonquin Parkway Whippany, New Jersey 07981 (973) 887-8711 FAX # (973) 887-7749
- EASTERN PA OFFICE 501 North Main Street Doylestown, PA 18901 (215) 345-1876 FAX # (215) 345-1730
- □ NORTHERN PA OFFICE 551 Main Street Bethlehem, PA 18018 (610) 332-1772 FAX # (610) 332-1771
- ☐ WESTERN PA OFFICE 4 Wellington Blvd. Wyomissing, PA 19610 (610) 670-6630 FAX # (610) 670-4603



- 9. Along the southerly line of Lot 1, S87°50'30'E, a distance of 439.80', to a point and southeast corner of Lot 1, thence;
- 10. Along the easterly line of Lot 1, N12°24'30"E, a distance of 79.76', to a point and concrete monument found at the southwest corner of Lot 2.01, in Block 1602, thence;
- 11. Along the southerly line of Lot 2.01, S79°35'30"E, a distance of 207.47', to a point and concrete monument found at the southeast corner of Lot 2.01, thence;
- 12. Along the easterly line of Lot 2.01, N10°24'30"E, a distance of 213.81', to a point and **place of beginning**.

Block 1602, Lots 2 and 3, containing 96.485 ac. to R.O.W. (total). Block 1602, Lot 2, containing 62.144 ac. to R.O.W. Block 1602, Lot 3, containing 34.341 ac. to R.O.W.

The above described lands being subject to a proposed exception area, being particularly described as follows:

BEGINNING at a point on the southerly sideline of Isaac Budd Road (33' R.O.W. - per tax map), said point being located at a concrete monument set and having NJ State Plane Coordinate System NAD 1983 NJSPCS values of N-397,746.6885 (US Survey Feet) and E-438,113.0285 (US Survey Feet) and from said beginning point running, thence;

Through Lot 3, in Block 1602, the following 4 courses:

- 1. S10°42'18"W, a distance of 168.11', to a point and corner, thence;
- 2. N73°05'24"W, a distance of 351.11', to a point and corner, thence;
- 3. N40°49'46"W, a distance of 64.79', to a point and corner, thence;
- 4. N00°07'04"E, a distance of 146.48', to a point and corner on the southerly sideline of Isaac Budd Road, thence;
- 5. Along said sideline, S72°03'57"E, a distance of 430.11', to the point and place of beginning.

Exception Area containing 1.599± ac. of land.



Description-Lots 2 & 3 Revised August 3, 2004 Page 3 of 3



The above description was written per a survey designated as, Boundary Survey for the State of New Jersey: All on the municipal tax map of Southampton Township, Burlington County, State of New Jersey and being Block 1602, Lots 2 and 3. Said survey was prepared by Van Cleef Engineering, on February 25, 2004, and last revised August 3, 2004, and is marked VCEA Job No. 04-01-SOT-dep, File No. 225106.

Thomas J. Vorraso NJPLS No. 30407

TJV/ams

8.2. g.

SCHEDULE B

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

J.Z.P.

SCHEDULE C

NEIL I. VAN CLEEF, P.E., L.S., & P.P. ROBERT J. CLERICO, P.E., & P.P. ROBERT B. HEIBELL, P.E., L.S., & P.P. DANIEL A. NAGY, L.S. & P.P. PAUL E. POGORZELSKI, P.E. & P.P. SAMUEL D. COSTANZO, P.E. & P.P.

Consulting Civil, Environmental & Municipal Engineering Land Surveying • Professional Planning • Landscape Architecture

Southampton Township Burlington County, New Jersey Lands N/F John L. Poinsett

Revised August 3, 2004 Date: February 25, 2004 VCEA File No. 04-01-SOT-Dep

PROPOSED EXCEPTION AREA for Block 1602, Lot 3

BEGINNING at a point on the southerly sideline of Isaac Budd Road (33' R.O.W. - per tax map), said point being located at a concrete monument set and having NJ State Plane Coordinate System NAD 1983 NJSPCS values of N-397,746.6885 (US Survey Feet) and E-438,113.0285 (US Survey Feet) and from said beginning point running, thence;

Through Lot 3, in Block 1602, the following 4 courses:

- 1. S10°42'18"W, a distance of 168.11', to a point and corner, thence;
- 2. N73°05'24"W, a distance of 351.11', to a point and corner, thence;
- 3. N40°49'46"W, a distance of 64.79', to a point and corner, thence;
- 4. N00°07'04"E, a distance of 146.48', to a point and corner on the southerly sideline of Isaac Budd Road, thence;
- 5. Along said sideline, S72°03'57"E, a distance of 430.11', to the point and place of beginning.

Containing 1.599± ac. of land.

The above description was written per a survey designated as, Boundary Survey for the State of New Jersey: All on the municipal tax map of Southampton Township, Burlington County, State of New Jersey and being Block 1602, Lots 2 and 3. Said survey was prepared by Van Cleef Engineering, on February 25, 2004, and last revised August 3, 2004, and is marked VCEA Job No. 04-01-SOT-dep, File No. 225106.

Thomas J. Vorraso NJPLS No. 30407

TJV/ams

Please Reply To:

- ☐ CENTRAL NJ OFFICE 339 Amwell Rd, Bldg. B P.O. Box 5877 Hillsborough, NJ 08844-5877 (908) 359-8291 FAX # (908) 359-1580
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- ☐ EASTERN PA OFFICE 501 North Main Street Doylestown, PA 18901 (215) 345-1876 FAX # (215) 345-1730
- □ NORTHERN PA OFFICE 551 Main Street Bethlehem, PA 18018 (610) 332-1772 FAX # (610) 332-1771
- ☐ WESTERN PA OFFICE 4 Wellington Blvd. Wyomissing, PA 19610 (610) 670-6630 FAX # (610) 670-4603

J.J.P.



State of New Jersey SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(C.55, P.L. 2004)

(Please Print or Type)

SELLER(S) INFORMATION (See Instruc	tions, Page 2)	THE RESERVE	F 0 41 W		40 / 12 E VIII (
Name(s)	, · .				
T6B いれつれ た。 Current Resident Address:	NSETT				
Street: 404 ISAAc City, Town, Post Office	3000	POAD	State		Zip Code
SOUTHAMETIN	NJ	0809	393		
PROPERTY INFORMATION (Brief Prope					
Block(s)	Lot(s)		Qua	lifier
1602	2,	3		S	2
Street Address:					
414 ISAAC BLOD	ROAD	430	ISAAC	3.00	
City, Town, Post Office			State		Code
SOUTHAMPION		p) c			ි ජි ජ
Seller's Percentage of Ownership	4 .	ideration			ing Date
SELLER ASSURANCES (Check the App		, 667. 63	A = 10 × 100 I	7	1.4103
				the state	A CONTRACTOR
I am a resident taxpayer of the State income tax return and pay any appli					
The real property being sold or trans of the federal Internal Revenue Cod			oal residence v	vithin the mea	aning of section 121
 I am a mortgagor conveying the monopole and additional consideration. 	rtgaged property to a	a mortgagee in fore	closure or in a	transfer in lie	eu of foreclosure with
 Seller, transferor or transferee is an of New Jersey, the Federal National National Mortgage Association, or a 	Mortgage Association	on, the Federal Hor			
5. Seller is not individual, estate or trus et seq.	st and as such not re	equired to make an	estimated pay	ment pursuan	nt to N.J.S.A.54A:1-1
6. The total consideration for the proper payment pursuant to N.J.S.A. 54A:5	•	and as such, the s	seller is not req	uired to make	e an estimated
7. The gain from the sale will not be re cemetery plot. (CIRCLE THE APPL seller acknowledges the obligation t	ICABLE SECTION).	If such section do	es not ultimate	ly apply to thi	
SELLER(S) DECLARATION			第45条扩展		
The undersigned understands that this declaration of false statement contained herein could be punished to the best of my knowledge and belief, it is true, co	l by fine, imprisonment	e disclosed or provide , or both. I furthermo	ed to the New Je re declare that !	rsey Division of have examined	f Taxation and that any I this declaration and,
4/07/05	Jo	6 Into	Poin	cell	
Date		(Seller) Please indi	Signature cate if Power of At	orney or Altorney	in Fact
(page)	4				
Date		(Seller) Please indi	Signature icate if Power of At	lorney or Attorney	y in Fact

STATE OF NEW JERSEY AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(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	FOR RECORDER'S USE ONLY Consideration \$ RTF paid by seller \$
COUNTY OF MILACER	DateBy *Use symbol "C" to indicate that fee is exclusively for county use.
(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions # 3 and #4 on rev	
Deponent, (Name), being dul- deposes and says that he/she is the (Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co	
real property identified as Block number	
414 & 430 ISAAC BOO ROAD SUTH A POP (Street Address, Municipality, County)	
(2) <u>CONSIDERATION</u> \$ Z66 , 667 . 63 (See Instri	•
(3) FULL EXEMPTION FROM FEE (See Instruction #6 on reverse side) Deponent states that this deed transaction is fully exempt from the Realty through Chapter 66, P.L. 2004, for the following reason(s). Mere reference	to exemption symbol is insufficient. Explain in detail.
(4) PARTIAL EXEMPTION FROM FEE (See Instruction #7 on reverse side) PARTIAL EXEMPTION FROM FEE EXEMPTION FROM FEE (See Instructions NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATION OF PARTIAL EXEMPTION FROM FEE (See Instructions NOTE: All boxes below apply to grantor(s) only.	#7 on reverse side)
Deponent claims that this deed transaction is exempt from State portion Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 200	04 and C. 66, P.L. 2004 for the following reason(s):
A. SENIOR CITIZEN Grantor(s) 62 years of age or over. * B. BLIND PERSON Grantor(s) legally blind or; * DISABLED PERSON Grantor(s) permanently and totally disabled	VELTED AN EAR
Senior citizens, blind or disabled persons must also meet all of the	following criteria.
Owned and occupied by grantor(s) at time of sale. One or two-family residential premises.	Resident of the State of New Jersey, Owners as joint tenants must all qualify.
*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEEDS TO	QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY,
C. LOW AND MODERATE INCOME HOUSING (See Instruction #7 of Affordable according to H.U.D. standards. Meets income requirements of region,	n reverse side) Reserved for occupancy. Subject to resale controls.
(5) NEW CONSTRUCTION (See Instructions #8 and #10 on reverse side) Entirely new improvement. Not previously used for any purpose.	Not previously occupied. "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.
Deponent makes this Affidavit to induce county clerk or register of deeds to in accordance with the provisions of Chapter 49, P.L. 1968, as amended the Subscribed and sworn to before me this Ha day of April 2005 Deponent Add Samanager	rough Chapter 66, P.L. 2004. Someth Grantor Name Grantor Name 404 13ARC 3300 NAAP Grantor Address at Time of Sale
DAVIO C. FRANC	Name/Company of Settlement Officer
AN ATTOMNEY at LAW	
Instrumen Deed Nun	FOR OFFICIAL USE ONLY It Number County Page
Deed Date	

RECORDING DATA PAGE

INTERCOASTAL TITLE AGENCY INC 82 MARKET STREET PO BOX 421 SALEM, NJ 08079

Receipt No: 554234

Document No : 4148263 Type : EAS

Recording Date: 04/20/2005 Login id: ccgorwoo

Recorded Apr 20 2005 11:25am Burlington County Clerk

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

STATE AGRICULTURE DEVELOPMENT COMMITTEE

RESOLUTION #FY04R12(40)

Final Approval and Authorization to Execute Closing Documents Authorization to Contract for Professional Services

2002B SADC Direct Easement Purchase (Pinelands)

On the Property of The Estate of John L. Poinsett

December 18, 2003

Subject Property:

Estate of John L. Poinsett

Burlington County

Southampton Twp.

Block: 1602

Lot: 2

Southampton Twp.

Block: 1602

Lot: 3

96 Acres

SADC ID# 03- 0019-PN

- WHEREAS, on March 30, 2001, the State Agriculture Development Committee (SADC), received a direct easement acquisition application from the Estate of John L. Poinsett hereinafter "Owner"), identified as Block 1602, Lots 2 and 3 in Southampton Township, Burlington County, hereinafter ("Property"), totaling approximately 96 acres; and
- WHEREAS, the SADC is authorized under the Garden State Preservation Trust Act, pursuant to N.J.S.A. 13:8c-1 et seq. and N.J.A.C. 2:76-19 to purchase development rights directly from owners of lands located in the Pinelands; and
- WHEREAS, on September 20, 2001, the SADC allocated funding for the Poinsett application; and
- WHEREAS, pursuant to the formula set forth in N.J.A.C. 2:76-19, the value of the development easement was calculated to be \$2,873.54 per acre;
- WHEREAS, on December 18, 2003, the SADC certified a value of \$4,850 per acre for the fee simple market value of the property; and
- WHEREAS, pursuant to N.J.A.C. 2:76-19.14, in no instance shall the development easement value calculated pursuant to N.J.A.C. 2:76-19 exceed 80 percent of the fee simple market value of the property; and

- WHEREAS, the formula value of \$2,873.54 per acre does not exceed 80 percent of the certified fee simple value; and
- WHEREAS, it is recognized that various professional services will be necessary to proceed with the acquisition of the development rights to said Property, including but not limited to a survey, title search and insurance; and
- WHEREAS, contracts and closing documents will be prepared in accordance with the terms of the executed Agreement for Purchase of Real Property and Addendum and subject to review by the Office of the Attorney General; and
- NOW THEREFORE BE IT RESOLVED that the SADC grants final approval to the Poinsett application, for the direct acquisition of the development rights; and
- BE IT FURTHER RESOLVED, that contracts and closing documents shall be prepared in accordance with the terms of the executed Agreement for Purchase of Real Property subject to review by the Office of the Attorney General; and
- BE IT FURTHER RESOLVED, the SADC authorizes Secretary of Agriculture Charles M. Kuperus, Chairperson, SADC or Executive Director Gregory Romano, to execute all necessary documents to contract for the professional services necessary to acquire said development easement, including but not limited to a survey and title search and to execute all necessary documents required to acquire the development rights on the Poinsett Farm; and

BE IT FURTHER RESOLVED, that this action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

12-30-03

DATE

Gregory Romano, Executive Director State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

Yes Secretary Charles Kuperus, Chairman John Flynn (rep. DEP Comm. Campbell) Yes Yes Carmen Valentin (rep. DCA Comm. Levin) Yes Daniel Rossi Yes Andrew Borisuk Yes Peter C. Bylone, Sr. Yes Lisa Specca Yes Jaimy Taylor Yes William Fox Absent Frank Baitinger, III Yes **Gary Mount**

CHAPTER 306

AN ACT appropriating moneys from the "1995 Farmland Preservation Fund" and the "Garden State Farmland Preservation Trust Fund" for farmland preservation projects.

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

- 1. a. There is appropriated from the "1995 Farmland Preservation Fund," established pursuant to section 25 of the "Green Acres, Farmland and Historic Preservation, and Blue Acres Bond Act of 1995," P.L.1995, c.204, to the State Agriculture Development Committee the sum of \$2,883,500 for the purpose of providing for the cost of acquisition by the committee of development easements on farmland for projects approved as eligible for such funding pursuant to subsection b. of this section. The total expenditure by the State Agriculture Development Committee from the list of eligible projects in subsection b. of this section totaling \$3,150,000 shall not exceed \$2,883,500.
- b. The following projects are eligible for funding with the moneys appropriated pursuant to subsection a. of this section:

Project (Farm)	County	Municipality	Acres (+/-)	Amount Not to Exceed
Wolfe, D. & S.	Burlington	Pemberton Twp	72	\$ 200,000
Spadoni, A. & R.	Cumberland	Vineland	31	175,000
Rochelle, P. & S.	Hunterdon	Alexandria	38	200,000
Fulper, F. & R. & R. & S.	Hunterdon	West Amwell	52	350,000
Fulper, R. & S. & R.	Hunterdon	West Amwell	41	325,000
Danch, S.	Mercer	Hamilton	20	150,000
Widman, C. & M.	Mercer	Hopewell Tw	p 13	125,000
Yurick, A. & E.	Salem	Elsinboro	47	50,000
Szczechowski, J.	Salem	Lower Alloways Creek	97	125,000

Dare, D.	Salem	Upper Pittsgrove	73	200,000
DelMonte, P.	Salem	Upper Pittsgrove	27	75,000
Fuller, R. & S.	Salem	Upper Pittsgrove	27	75,000
Miller, P.	Salem	Upper Pittsgrove	44	100,000
Platt, W.	Salem	Upper Pittsgrove	32	75,000
Salem, Jr., N.	Salem	Upper Pittsgrove	102	175,000
Goodbody	Warren	Hope	186	750,000

2. a. There is appropriated from the "Garden State Farmland Preservation Trust Fund," established pursuant to section 20 of P.L.1999, c.152 (C.13:8C-20), to the State Agriculture Development Committee the sum of \$3,954,019 for the purpose of providing for the cost of acquisition by the committee of development easements on farmland for projects approved as eligible for such funding pursuant to subsection b. of this section. The total expenditure by the State Agriculture Development Committee from the list of eligible projects in subsection b. of this section totaling \$4,275,000 shall not exceed \$3,954,019.

b. The following projects are eligible for funding with the moneys appropriated pursuant to subsection a. of this section:

Project (Farm)	County	Municipality	Acres (+/-)	Amount Not to Exceed
Watson, S.	Cumberland	Greenwich	393	\$ 550,000
Creamer, A.	Cumberland	Upper Deerfield	34	100,000
Modica, J. & C.	Hunterdon	Bethlehem	83	575,000
Johnson, E. & G.	Hunterdon	East Amwell	64	475,000
DeSapio, A. & S.	Hunterdon	Kingwood	115	675,000

P.L. 2001, CHAPTER 306

Jannuzi, J.	Hunterdon	Raritan		20	150,000
Faille, M. & K.	Мегсег	Hopewell Twp	38	400,00	0
Sessa, M. & I.	Monmouth	Colts Neck	31	450,00	0
Kelly, W. & E.	Salem	Mannington	75	200,00	00
Kelly, W. & E.	Salem	Pilesgrove	106	275,00	00
Santini, R. & S.	Warren	Pohatcong	71	425,00	00

- 3. There is appropriated from the "Garden State Farmland Preservation Trust Fund," established pursuant to section 20 of P.L.1999, c.152 (C.13:8C-20), to the State Agriculture Development Committee the sum of \$2,309,573 for the purpose of providing for the cost of acquisition by the committee of fee simple titles to farmland for farmland preservation purposes. Any such farmland acquired in fee simple with moneys appropriated pursuant to this section shall be offered for resale or lease with agricultural deed restrictions.
- 4. a. There is appropriated from the "Garden State Farmland Preservation Trust Fund," established pursuant to section 20 of P.L.1999, c.152 (C.13:8C-20), to the State Agriculture Development Committee the sum of \$5,490,428 for the purpose of providing for the cost of acquisition by the committee of development easements on farmland in the pinelands area for projects approved as eligible for such funding pursuant to subsection b. of this section.

b. The following projects are eligible for funding with the moneys appropriated pursuant to subsection a. of this section:

Project (Farm)	County	Municipality	Acres (+/-)
John, J. B.	Atlantic	Buena Boro	20
Kertz, E.	Atlantic	Galloway	30
Kertz, J.	Atlantic	Galloway	60
Vaccarella, A.	Atlantic	Galloway	15
Atlantic Blueberry Co	. Atlantic	Hamilton	1,507
Berenato, A.	Atlantic	Hammonton	62

P.L. 2001, CHAPTER 306

Betts & Betts LLC	Atlantic	Hammonton ,.	23
Macrie, P., M. & N.	Atlantic	Hammonton-	120
Wuillerman, A. & C.	Atlantic	Hammonton	73
Franceschini, R.	Atlantic	Mullica.	37
Joseph J. White, Inc.	Burlington	Pemberton Twp	592
Kaiser, B.	Burlington	Pemberton Twp	33
Kaiser, B.	Burlington	Pemberton Twp	19
Karlberg, E. & N.	Burlington	Pemberton Twp	134
Reid Blueberry Farm, Inc.	Burlington	Pemberton Twp	114
Adams, Jr., G. & G.	Burlington	Shamong	64
Alloway, S.	Burlington	Southampton	202
Alloway, S.	Burlington	Southampton	72
Alloway, S.	Burlington	Southampton	40
Poinsett, J. L.	Burlington	Southampton	97
Vacirca, S. & S.	Burlington	Southampton	52
Eckert, L. & P.	Burlington	Tabemacle	70
Cutts, W. J.	Burlington	Washington	261
Betts & Betts	Camden	Waterford	33
Augustine, W. J.	Camden	Winslow	67
Curcio, M. A.	Camden	Winslow	35
Ferrucci Bros., Inc.	Gloucester	Franklin	96

5. a. The expenditure of the sums appropriated by section 1 of this act is subject to the provisions and conditions of P.L.1999, c.152 (C.13:8C-1 et seq.), P.L.1995, c.204, and P.L.1983, c.32 (C.4:1C-11 et seq.), as appropriate.

b. (1) Except as otherwise provided pursuant to paragraph (2) of this subsection, the expenditure of the sums appropriated by sections 2 through 4 of this act is subject to the provisions and conditions of P.L.1999, c.152 (C.13:8C-1 et seq.), and P.L.1983, c.32 (C.4:1C-11 et seq.), as appropriate.

(2) The requirements and provisions of subsection h. of section 23 of P.L.1999, c.152 (C.13:8C-23) shall not apply to the appropriations made pursuant to sections 2 through 4 of this act

6. This act shall take effect immediately.

Approved January 2, 2002.

New Jersey Farmland Preservation Program APPROPRIATION SADC 2002B PINELANDS DIRECT EASEMENT PURCHASE

Project (Farm)	County	Municipality	Acres
Jack Baylis John	Atlantic	Buena Boro	20
Anthony Vaccarella	Atlantic	Galloway Twp.	15
Edward Kertz	Atlantic	Galloway Twp.	30
John Kertz	Atlantic	Galloway Twp.	60
Atlantic Blueberry Co.	Atlantic	Hamilton Twp.	1,507
Anthony Berenato	Atlantic	Hammonton Town	62
August and Christine Wuillerman	Atlantic	Hammonton Town	73
Betts & Betts LLC	Atlantic	Hammonton Town	23
Paul & Macrie, Nick Macrie	Atlantic	Hammonton Town	120
Russell A. Franceschini	Atlantic	Mullica Twp.	37
10	Ĭ.	1100 78.40°	1,947
Betty J. Kaiser	Burlington	Pemberton Twp.	33
Betty J. Kaiser	Burlington	Pemberton Twp.	19
Eric & Natalie Karlberg	Burlington	Pemberton Twp.	134
Joseph J. White, Inc. (J.W. Darlington)	Burlington	Pemberton Twp.	592
Reid Blueberry Farm, Inc. (Archibald Reid)	Burlington	Pemberton Twp.	114
George H Adams & George Jr.	Burlington	Shamong Twp.	64
John L. Poinsett	Burlington	Southampton Twp.	97
Salvatore and Sandra Vacirca	Burlington	Southampton Twp.	52
Samuel Alloway	Burlington	Southampton Twp.	72
Samuel Alloway	Burlington	Southampton Twp.	202
Samuel Alloway	Burlington	Southampton Twp.	40
Lester & Patricia Eckert	Burlington	Tabernacle TWP.	70
William J. Cutts	Burlington	Washington Twp.	261
13	516		1,750
Bett & Betts	Camden	Waterford Twp.	33
Michael A. Curcio	Camden	Winslow Twp.	35
William J Augustine	Camden	Winslow Twp.	67
3	1	1 252.5	135
Ferrucci Bros. Inc.	Gloucester	Franklin Twp.	96
1			96
		ř î	3,928

As of October 11, 2001

