

Block 27 Lot 306 etc.

Copy
Pl. Bd.

THE TOWNSHIP OF UNION
HUNTERDON COUNTY
NEW JERSEY

**GRANT OF UNIFORM AGRICULTURAL CONSERVATION EASEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS ON BLOCK 27, LOT 3 IN
THE TOWNSHIP OF UNION WHICH HAS BEEN SUBDIVIDED INTO A
MAJOR SUBDIVISION COMPRISED OF TWELVE LOTS AND KNOWN AS
"THE SANCTUARY" PROJECT .**

THIS GRANT OF AGRICULTURAL CONSERVATION EASEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS FOR EACH INDIVIDUAL LOT
OWNER OF RECORD (this " Agricultural Conservation Easement") dated May 27,
2003 is by and between Toll NJ IV, L.P., a New Jersey limited partnership, with offices
at c/o Toll Brothers, Inc., 3103 Philmont Avenue, Huntingdon Valley, PA 19006,
hereinafter referred to as the "Owner" or "Grantor", and The Township of Union in the
County of Hunterdon, New Jersey, hereinafter referred to as the "Easement Holder" or
"Grantee").

WHEREAS, the Township of Union Planning Board granted both Preliminary
and Final Plan approval for the subdivision of a 103.98 acre tract of land formerly known
as "The Stobb Tract" and now known as "The Sanctuary", Block 27, Lot 3, in the
Township of Union, within the Agricultural Preservation 2, AP-2 District, where the
allowed maximum equivalent density is one (1) unit per eight point three (8.3) acres; and

WHEREAS, the Agricultural Preservation district, is intended to protect and
preserve areas of prime and most agriculturally productive soils for continued agricultural
and agriculturally oriented uses by permitting uses which provide maximum
opportunities for open space to insure the availability and protection of these scarce
prime agricultural soils and soils of statewide importance, and which at the same time
permits single family residential uses thereon; and

WHEREAS, within the 103.98 acre tract of "The Sanctuary" the Planning Board
of the Township of Union granted approval for the Subdivision of twelve (12) lots, which
range in acreage from 8.3 to 8.31 acres; and

WHEREAS, the metes and bounds description of each of the twelve (12) lots is
divided into two Tracts, that is, a Tract "A" "Residential Net Buildable Area" of 1.5 acres
with a Tract "B" remainder of 6.8, or greater, acres which must be maintained as an
"Agricultural Conservation Easement"; and

WHEREAS, the grant of this Agricultural Conservation Easement and
preservation of the Property shall serve the following purposes ("the Conservation
Purposes"):

Protection of the Property's relatively natural habitat of fish, wildlife, or plants or
similar ecosystem; and

Preservation of the Property's open space which provides scenic enjoyment to the general public and yields a significant public benefit; and

Preservation of the Property's open space which, if preserved, will advance a clearly delineated Federal, State, or local governmental conservation policy and will yield a significant public benefit; and

Preservation of the prime agricultural soils of statewide importance within this important land area;

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions, restrictions, and promises contained in this Agricultural Conservation Easement, in furtherance of the application for preliminary and final major subdivision approval as submitted by Grantor herein, and approved by the Union Township Planning Board, and now referred to as "The Sanctuary" and intending to be legally bound hereby, Grantors hereby freely and absolutely grant and convey unto the Easement Holder their successors and assigns forever, and Easement Holder accepts, the easements, covenants, prohibitions, and restrictions set forth in this Agricultural Conservation Easement, in perpetuity, to accomplish the Conservation Purposes.

GRANT OF EASEMENT

The Owners/Grantors, for themselves, their heirs, executors, assigns and successors in interest, hereby voluntarily, unconditionally and absolutely grant and convey unto Easement Holder, its successors and assigns, a perpetual easement in gross over the Property for the purpose of preserving and protecting the Agricultural Conservation Purposes and enforcing the restrictive covenants set forth herein. Easement Holder hereby accepts the grant of the Agricultural Conservation Easement, agrees to hold this Agricultural Conservation Easement exclusively for conservation purposes in perpetuity and has the right to protect and enforce (but not the obligation) the Agricultural Conservation Purposes of this Agricultural Conservation Easement and the terms of the restrictive covenants set forth in this Agricultural Conservation Easement.

This Agricultural Conservation Easement applies to Block 27, Lot 3 in the Township of Union which has been subdivided into a Major Subdivision comprised of twelve lots and known as "The Sanctuary" project, and comprised of the following lots as shown on the Major Subdivision Plat to be filed:

- Lot 1 - Block 27, Lot 3.06
- Lot 2 - Block 27, Lot 3.07
- Lot 3 - Block 27, Lot 3.08
- Lot 4 - Block 27, Lot 3.09
- Lot 5 - Block 27, Lot 3.10
- Lot 6 - Block 27, Lot 3.11
- Lot 7 - Block 27, Lot 3.12
- Lot 8 - Block 27, Lot 3.13
- Lot 9 - Block 27, Lot 3.14
- Lot 10 - Block 27, Lot 3.15
- Lot 11 - Block 27, Lot 3.16

Lot 12 – Block 27, Lot 3.17

A copy of each individual lot description and plat is attached as Schedule "A".

Article I DEFINITIONS

Section 1.01 Accessory Residential Facilities: "Residential Net Buildable Area" (Tract "A"). Garage, accessory dwelling apartment (or tenant dwelling), swimming pool, tennis court, greenhouse, pool house, garden shed, studio, gazebo, pavilion, mailboxes, lampposts, lighting, and similar facilities accessory to the residential use.

Section 1.02 Agricultural and Equestrian Facilities: "Agricultural Conservation Easement Area" (Tract "B"). Barn, stable, shed, exterior and interior riding rings, facilities for exercising and training horses, facilities for the collection, storage and disposal of manure which shall be done in accordance with the New Jersey Department of Environment and Protection regulations, irrigation facilities and similar facilities accessory to Agricultural and Equestrian Uses.

Section 1.03 Agricultural and Equestrian Use: Agriculture, horticulture, nursery, tree-farming, equestrian, grazing and pasture uses including production of field crops, fruits, vegetables, nursery stock and flowers and the leasing of land for any of these purposes. Equestrian use includes boarding, stabling, raising, feeding, grazing, riding, exercising, training, racing, and jumping horses and competitive events, shows and clinics for horses and/or riders, except with the prior approval of Easement Holder on such terms and conditions as are satisfactory to Easement Holder; agricultural use does not include production of livestock or livestock products or the processing or retail marketing of agricultural products within the Property.

Section 1.04 Agricultural Conservation Easement Plan: Eastern States Engineering, Inc. Ridge Plaza, 2004 Route 31, Clinton, NJ 08809, has prepared a Final Plat of the Property dated July 18, 2001 showing each property with the "Residential Net Buildable Area" (Tract "A") and the "Agricultural Conservation Easement" (Tract "B"), a copy of which is attached as Exhibit "C". The Final Plat designates the following areas within the Property.

- (a) "Residential Net Buildable Area." (Tract "A"). An area (the "Residential Net Buildable Area") containing 1.5 acres, more or less, identified as the "Residential Net Buildable Area" on the Final Plat Plan for "The Sanctuary". Improvements within the "Residential Net Buildable Area: (Tract "A") include a dwelling, garage, accessory uses as permitted or proposed by the Township of Union Land Use Code and include an access drive.
- (b). "Agricultural Conservation Easement Area" (Tract "B"). An area containing 6.8 acres, more or less (the "Agricultural Conservation Easement Area"). Improvements and uses within the "Agricultural Conservation Easement Area" (Tract "B") include accessory barns, carriages house, shed, greenhouse, fencing, and uses that are limited to

agricultural and equestrian uses as defined and permitted by the Township of Union Land Use Code and further defined herein.

Section 1.05 Applicable Laws: Any federal, state or local laws, statutes, codes, ordinances, standards and regulations applicable to the Property.

Section 1.06 Construction: Any demolition, construction, reconstruction, expansion, exterior alteration, installation or erection of temporary or permanent buildings, structures or facilities of any kind or excavation, dredging, mining, filling or removal of gravel, soil, rock, sand, coal, petroleum or other materials. The defined term excludes these activities when limited to the interior of Improvements.

Section 1.07 Easement Holder: The Easement Holder is the Grantee, the Township of Union, a municipal corporation of the State of New Jersey, its successors and/or assigns.

Section 1.08 Existing Easements: Easements and rights-of-way or other rights affecting the Property granted to persons (other than Owner) prior to the date of this Agricultural Conservation Easement.

Section 1.09 Improvements: "Residential Net Buildable Area" (Tract "A"): Collectively, the primary dwelling unit, accessory residential facilities, utility facilities and miscellaneous facilities (other than the existing improvements), the construction of which is permitted under this Agricultural Conservation Easement.

Section 1.10 Indemnified Parties: The Easement Holder, its directors, officers, employees, agents and contractors and the heirs, personal representatives, successors and assigns of each of them.

Section 1.11 Miscellaneous Facilities: Including, but not limited to driveways, walkways, boardwalks, and bridges; stormwater management facilities and other drainage facilities, and erosion control devices; pole-mounted habitat improvement devices (such as bird and bat houses); signs, mailboxes and fences; accessory lighting for driveways and walkways.

Section 1.12 Other Terms: Terms designating areas subject to regulation under Applicable Laws such as wetlands, floodplains, steep slopes and watersheds, not otherwise defined in this Agricultural Conservation Easement, shall be given the broadest definition under Applicable Laws then in effect as of the applicable date of reference.

Section 1.13 Recreational Vehicles: "Off-road vehicles as defined in Section 1a of Union Township Ordinance regulating the operation of motor-driven off-road vehicles as finally approved on March 5, 1980 and operated in accordance with Section 3 thereof, and additionally include, but are not limited to, dirt bikes, go-carts, golf carts, all terrain vehicles, motor cycles, snow mobiles, or any type of motorized vehicle, that can cause noise and can damage the natural environment or farm crops, or any non-motorized mountain bike if used on trails or courses established on the property.

Section 1.14 Resource Management Activity: Includes the maintenance and stabilization of any natural resource for conservation purposes. Activities such as

extraction or harvesting are specifically prohibited, unless they are concurrent with acceptable renewable agricultural or forestry practices.

Section 1.15 Utility Facilities: Conduits and facilities for the reception, storage or transmission of water, sewage generated by improvements, electric, gas and telecommunications or other utility facilities. For purposes of interpretation of Section 3.03 pertaining to Additional Improvements, Utility Facilities do not include the following unless otherwise agreed in writing by Easement Holder; (a) storage tanks for petroleum or other hazardous or toxic substances (other than normal amounts of home heating oil); and (b) Utility Facilities not servicing Improvements within the Property other than as provided under Existing Easements.

Article II DECLARATION OF COVENANTS AND RESTRICTIONS

Owner/Grantor hereby grants, covenants and declares the following prohibitions, restrictions and limitations upon the "Residential Net Buildable Area" (Tract "A") to be binding upon the "Residential Net Buildable Area" (Tract "A") in perpetuity and to run the benefit of the Easement Holder, its successors and assigns.

Section 2.01 Subdivision. No Subdivision of the Property is permitted.

Section 2.02 Use. The "Residential Net Buildable Area" (Tract "A") shall not be used for surface or subsurface mining, quarrying or any industrial or commercial use (including any commercial recreational use). The following uses which were permitted under the Township of Union Land Use Regulations in effect as of the date of approval of the final major subdivision plan are permitted on the within described property, or such additional, less restrictive use as may be permitted by future amendments of the Township of Union Land Use Regulations:

- (a) Residential. Residential Use is permitted within the "Residential Net Buildable Area" (Tract "A") with a front, rear, and two side yards, but not to exceed an aggregate of one (1) primary dwelling unit.
- (b) Home Occupation. Accessory Use in the nature of a home office or home occupation is permitted within the "Residential Net Buildable Area" (Tract "A"), as defined in § 30-5.5.h.1., of the Township of Union Land Use Code.
- (c) Residential Accessory Structure(s). Residential Accessory Structure(s), including tennis courts, sport courts, etc., are permitted within the "Residential Net Buildable Area" (Tract "A"), as defined in § 30-5.5.h.2., of the Township of Union Land Use Code, that was in effect as of the date of approval of the Final Plat.
- (d) Temporary Structures. Temporary Structures are permitted within the "Residential Net Buildable Area" (Tract "A"), as defined in § 30-5.5.h.6., of the Township of Union Land Use Code.

- (e) Swimming Pool. A Swimming Pool is permitted as an Accessory to a Residential Use within the "Residential Net Buildable Area" (Tract "A"), as defined in § 30-5.5.h.7., of the Township of Union Land Use Code.
- (f) Recreational Vehicle. One (1) Recreational Vehicle per dwelling is permitted within the "Residential Net Buildable Area" (Tract "A"), as defined in § 30-5.5.h.10., of the Township of Union Land Use Code.
- (g) Accessory Use for Agricultural Purposes. Accessory Uses for Agricultural Purposes are permitted within the "Residential Net Buildable Area" (Tract "A"), as defined in § 30-5.5.h.11., of the Township of Union Land Use Code.
- (h) Accessory Apartments. Such an accessory apartment shall only be permitted as a tenant dwelling for one of the persons that resides in the accessory apartment and which person must be employed as a full time employee of the farm operation for the property provided that it is located within the "Residential Net Buildable" (Tract "A") portion of the property.

Section 2.03 Dumping. No depositing, dumping, abandoning, or release of any solid waste or debris or liquid wastes or chemical substances shall occur or be permitted within the "Residential Net Buildable Area" (Tract "A") except the following:

- (a) Fertilizers, herbicides, pesticides and mulch may be applied provided such application conforms to Applicable Laws and does not occur within one hundred (100) feet of streams or wetlands unless approved for aquatic use by the New Jersey Department of Agriculture.
- (b) Sanitary Sewer. Individual subsurface sewer systems (septic systems) are permitted in conformity with Chapter 199 regulations
- (c) Composting, etc. Grass clipping, manure, leaves, vegetable, wood chips, sticks and pruned branches, and other similar materials in the nature of organic yard, garden and kitchen wastes may be piled, for composting use by Owner (and not municipal or other public use) provided any such piles shall conform to the following limitations:
 - (i) Consist only of natural, unprocessed vegetative matter originating only from the Property;
 - (ii) Do not contain stumps, logs or construction materials; and
 - (iii) Do not exceed one thousand, two hundred (1,200) cubic feet in gross volume per lot, and are not more than three (3) feet high.

Article III DECLARATION OF COVENANTS AND RESTRICTIONS

The Owner/Grantor hereby grants, covenants and declares the following prohibitions, restricts and limitations upon the "Agricultural Conservation Easement Area" (Tract "B")

to be binding upon the "Agricultural Conservation Easement Area" (Tract "B") in perpetuity and to run to the benefit of the Easement Holder, its successors and assigns.

Section 3.01 Subdivision. No Subdivision of, or within, the "Agricultural Conservation Easement Area" (Tract "B") is permitted.

Section 3.02 Use. The "Agricultural Conservation Easement Area" (Tract "B") shall not be used for intensive agriculture per Use A-2 of the Township of Union Land Use Code, surface or subsurface mining, quarrying or any residential, industrial, commercial (including any commercial recreational) use. Notwithstanding, the foregoing, the "Agricultural Conservation Easement Area" (Tract "B") may be used for agricultural and horticultural purposes per Use A-1 of the Township of Union Land Use Regulations in effect as of the date of approval of the final major subdivision plan (or as may be permitted by future amendments of the Township of Union Land Use Regulations) as further defined herein, and for passive recreational uses, such as walking, horseback riding, and nature study.

Section 3.03. Construction. No Construction shall occur within the "Agricultural Conservation Easement Area" (Tract "B"), except construction of, or pertaining to, the following improvements:

- (a) Accessory Farm Buildings and Structures are all buildings and structures associated with agricultural and horticultural use as defined by §30-5.5.a.1.b. of the Township of Union Land Use Code and are permitted with the following provisions:
 - (i) Buildings and structures associated with farm crop agriculture, such as barns, sheds, silos, and other similar structures including animal sheds, manure storage or other such similar uses, are to be located at a distance of one hundred (100) feet or further from any property line, or two hundred (200) feet or further from any street line or dwelling other than a farm unit, or principal residence, on the same parcel.
 - (ii) Buildings and structures associated with horticultural/nursery uses such as permanent, temporary or portable greenhouses, cold frames, sheds and other such structures, are to be located at a distance of one hundred (100) feet or further from any property line, or one hundred and fifty (150) feet or further from any delineated one hundred (100) year flood plain or wetland. An approved stormwater management plan is required for all such buildings and structures in compliance with Section 30-24 of the Township of Union Land Use Code, and a plan is also required for the recycling of all fertilizers, pesticides and other organic or inorganic chemicals used in or associated with the building, structure and/or any permitted use therein. Additionally, all buildings and structures must be screened as per the buffer requirements described in §30-7.4 of the Township of Union Land Use Code.

- (iii) Boardwalk and walking bridges are permitted within the "Agricultural Conservation Easement Area" (Tract "B"). where necessary to cross wet areas, but not to exceed six (6) feet in width, not two hundred (200) feet in length in the aggregate and generally about three (3) feet above ground surface, unless otherwise in wetland areas that are further regulated by State Code.
 - (iv) Fences are permitted along the outside perimeter of the "Agricultural Conservation Easement Area" (Tract "B").
 - (v) Regulatory signs, for example "no trespassing", "no gunning" and "no hunting" signs, in each case not exceeding one (1) square foot in area, is permitted within the "Agricultural Conservation Easement Area" (Tract "B"), provided they are spaced in accordance with any applicable law
 - (vi) Installation of wildlife habitat improvement devices such as bird or bat houses is permitted.
- (b) The "Agricultural Conservation Easement Area" (Tract "B") is restricted, against any future buildings, development, or use except where consistent with that of providing for open space for agriculture, and aesthetic satisfaction of the residents of the development or of the general public. Specifically prohibited are swimming pools, tennis courts, sports courts etc., and accessory structures for residential use. Any buildings or uses for noncommercial agricultural purposes compatible with the open space objectives of the Township of Union will be permitted only with the express approval of the Planning Board, following approval of the building, site and operational plans by the Planning Board.
- (c) Any areas set aside for Agricultural Conservation Easement are to be suitable for the designated purpose, and are to be consistent with the policy for future land use in the Township of Union. No structures are permitted in "Agricultural Conservation Easement Areas" (Tract "B"), except those which are related to the purposes of the Agricultural Conservation Easement. Where structures relating to agricultural use are located within the "Agricultural Conservation Easement Area" (Tract "B"), then no more than five (5%) percent of that area, or ten thousand (10,000) square feet, whichever is greater, may be converted to building area. Structures relating to agricultural uses are to conform with the provisions for Accessory Farm Buildings and Structures as described above.
- (d) There is to be no motor vehicle usage in open space areas, except for that permitted for maintenance or agricultural purposes. Recreational Vehicles used for a non agricultural use are prohibited within the "Agricultural Conservation Easement Area" (Tract "B").

Section 3.04 Dumping. No depositing, dumping, abandoning or release of any solid waste or debris or liquid wastes or chemical substances shall occur or be permitted within the "Agricultural Conservation Easement Area" (Tract "B") except application of fertilizers, herbicides, pesticides and mulch for the purpose of maintaining or improving the growth of vegetation or the conservation of natural resources provided such application (a) conforms to Applicable Laws and, as to "Agricultural Conservation Easement Area" (Tract "B"); (b) does not materially and adversely affect the maintenance or attainment of Easement Objectives; and (c) does not occur within 100 feet of streams or wetlands unless approved for aquatic use by the New Jersey Department of Agriculture.

Section 3.05 Other applicable laws. The Property shall be subject to the Township of Union Tree Ordinance and all applicable State Laws with respect to the protection and use of wetlands.

Article IV RIGHT OF EASEMENT HOLDER

Section 4.01 The Owner/Grantor, hereby grants and conveys to the Easement Holder/Grantee, its successors and assigns, a perpetual Easement in gross over the Property for the purpose of administering and enforcing the covenants, restrictions and limitations set forth in Article II and Article III above in furtherance of the Easement Objectives for the Property. This grant of easement permits the Easement Holder or its designee(s) among other things the right (but not the obligation) to:

- (a) Entry. Enter and inspect the Property, upon reasonable notice, in a reasonable manner and at reasonable times, for any of the following purposes: (i) annually to monitor compliance with this Agricultural Conservation Easement, to evaluate the condition of the Property, and to identify any changes from conditions reported in the Plat Plan as shown in Schedule "A". Documentation; and (ii) with the Owner's concurrence, to undertake resource management activities within the "Agricultural Conservation Easement Area" (Tract "B") in furtherance of Easement Objectives.
- (b) Enforcement. After the giving of such notice (if any) as is required under Article V, enforce the covenants, restrictions and limitations imposed upon the "Residential Net Buildable Area " (Tract "A") under Article II of this Agricultural Conservation Easement and upon the "Agricultural Conservation Easement Area" (Tract "B") under Article III of this Agricultural Conservation Easement and to exercise any right or remedy provided to Easement Holder under this Agricultural Conservation Easement or otherwise available under Applicable Law including, without limitation, the right to enter upon the Property to investigate and/or correct the violation.

Section 4.02 Exclusions. This Agricultural Conservation Easement does not grant any right of entry onto the Property to the general public.

Section 4.03 Reservations. Except as prohibited, limited or otherwise restricted under this Agricultural Conservation Easement, Owner reserves all rights of ownership, use and

occupancy of the Property. Owner retains all responsibilities of ownership, use and occupancy of the Property.

Article V VIOLATIONS: RIGHTS OF EASEMENT HOLDER/GRANTOR

Section 5.01 Violation. If the Easement Holder determines at any time in its reasonable judgment that this Agricultural Conservation Easement is being violated, or has been violated, or that a violation is threatened or imminent:

- (a) **Notice: Cure Period.** The Easement Holder shall notify Owner of the violation and the Owner shall have a period of thirty (30) days to cure, subject to extension for such reasonable period of time as may be necessary to cure, if Owner has notified Easement Holder of Owner's plan to cure, has commenced to cure within the initial thirty (30) day period, and continues thereafter to use best efforts and due diligence to effect a cure. No notice or cure period is required if immediate action is required to prevent irremediable damage to a natural feature of the Agricultural Conservation Easement Area that is intended to be preserved under the Baseline Documentation.
- (b) **Remedies.** Upon the expiration of such cure period (if any) as is provided in the preceding subsection, Easement Holder may do any one or more of the following:
 - (i) Seek injunctive or other relief to specifically enforce the terms and conditions of this Agricultural Conservation Easement; to restrain present or future acts in violation of the Agricultural Conservation Easement; and to compel the restoration of the Property to a condition conforming with the requirements of this Agricultural Conservation Easement; and
 - (ii) Seek a monetary judgment for all costs and expenses that Owner is obligated to reimburse Easement Holder under the provisions of this Article.
- (c) **Availability of Equitable Relief.** Owner agrees that Easement Holder's remedies at law for any violation of the terms of this Agricultural Conservation Easement are inadequate and the Easement Holder shall be entitled to the injunctive relief described in this paragraph, both prohibitive and mandatory, in addition to such other relief to which Easement Holder may be entitled, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies.
- (d) **Cumulative.** Easement Holder's remedies described in this section shall be cumulative and concurrent and shall be in addition to all remedies now or hereafter existing at law or in equity.

Section 5.02 Reimbursement Obligations. Provided an actual violation of the terms of this Agricultural Conservation Easement has occurred, Owner shall reimburse Easement Holder for all costs and expenses reasonably incurred by Easement Holder in connection

with the investigation, enforcement or correction of such violation of this Agricultural Conservation Easement (whether or not any litigation is commenced) including attorneys' fees, court costs and the expense incurred for engineering, surveying, title, environmental or resource management services and other consultants engaged by Easement Holder in connection with such violation. Owner's reimbursement obligation under this Section is conditioned upon the determination that a violation hereof has in fact occurred.

Section 5.03 No Waiver. The failure of Easement Holder to exercise any right or remedy under this Agricultural Conservation Easement shall not be deemed a waiver of any right or remedy. Easement Holder retains the right in perpetuity to require full compliance by Owner of each and every restriction, limitation, term or covenant of this Agricultural Conservation Easement.

Section 5.04 Indemnity. Owner shall indemnify, defend, and hold harmless the Easement Holder and other indemnified Parties from and against all liabilities, penalties, costs, damages, expenses, causes of action, claims, demands, or judgments including, without limitation, reasonable attorney's fees and court costs, arising from or in any way connected with (a) injury to or death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the Property, regardless of cause, unless and to the extent caused by the negligence of any Indemnified Parties; and (b) the failure of Owner to comply with Applicable Laws.

Section 5.05 Extinguishment. If a court of competent jurisdiction shall at any time invalidate this Agricultural Conservation Easement in whole or in part or modify or render unenforceable any of the items and provisions contained herein, Easement Holder shall be entitled to collect from the party seeking invalidation of this Agricultural Conservation Easement damages in an amount equal to the value of this Agricultural Conservation Easement calculated as the difference between the fair market value of the Property unrestricted by this Agricultural Conservation Easement and the fair market value of the Property subject to the restrictions contained in this Agricultural Conservation Easement. In addition to any other costs and expenses reasonably incurred by Easement Holder in connection with such action.

Section 5.06 Continuing Liability. The term "Owner" and any pronouns used in place of that term, shall mean the person or persons executing this Agricultural Conservation Easement for only as long as such person or persons own the Property, and, thereafter, each person holding any ownership interest in the Property or any portion thereof. Each Owner shall be, and remain, liable for any breach of violation of this Agricultural Conservation Easement arising or existing during the period of such Owner's ownership of the Property but shall not be liable for a breach or violation arising subsequent to the date such Owner no longer has any ownership interest in the Property. As of the date of this Agricultural Conservation Easement, Easement Holder acknowledges that it has inspected the Property and found no violations of this Agricultural Conservation Easement, Easement Holder will, upon the request and at the expense of the Owner making the request, inspect the Property and notify the Owner as to whether or not any violation of this Agricultural Conservation Easement were disclosed by the inspection.

Section 5.07 Notice Delivery. All notices required of Owner/Grantor shall be given to the Owner of Record at the address as contained on the tax record duplicate of the Township of Union. All notices required by the Owner in care of the Clerk of the

Township of Union at the municipal offices. All notices shall be in writing and shall be deemed properly given upon mailing by certified mail, return receipt requested.

Section 5.08. Separate Counsel. Owner acknowledges that Owner has been represented by legal counsel of Owner's selection, or has had the opportunity to be so represented, and fully understands that Owner is permanently relinquishing certain rights which Owner would otherwise have to the full use and development of the Property.

Section 5.09 Encumbrances. Owner represents and warrants to Easement Holder that:

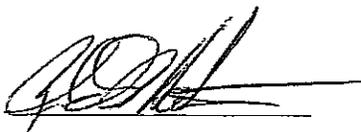
- (a) Existing Liens. Owner is the sole owner of the Property in fee simple and the Property is not encumbered by any mortgage or other lien having a priority over this Agricultural Conservation Easement. Owner shall supply evidence of same in a form acceptable to the Easement Holder's attorney.
- (b) Future Liens. Owner shall pay before delinquency all taxes, assessment, fees and charges assessed upon the Property which may at any time become a lien, charge or encumbrance superior in priority to this Agricultural Conservation Easement.

Section 5.10 Interpretation. Any general rule of construction to the contrary notwithstanding, this Agricultural Conservation Easement shall be construed so as to preserve, protect and further the Easement Objectives to the fullest extent. If any provision in this Agricultural Conservation Easement is found to be ambiguous, an interpretation consistent with Easement Objective that would render the provision valid and enforceable shall be favored over any interpretation that would render it invalid or unenforceable.

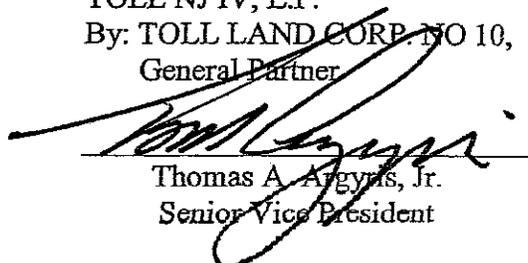
Section 5.11 Severability. If any provision of this Agricultural Conservation Easement is found to be invalid or unenforceable, the remaining provisions of this Agricultural Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

IN WITNESS WHEREOF; and intending to be legally bound hereby, Owner and Easement Holder have executed this Grant of Agricultural Conservation Easement and Declaration of Restrictive Covenants as of the day and year first above written.

WITNESS



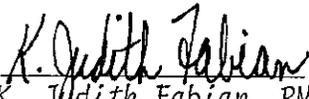
TOLL NJ IV, L.P.
By: TOLL LAND CORP. NO 10,
General Partner



Thomas A. Agryns, Jr.
Senior Vice President

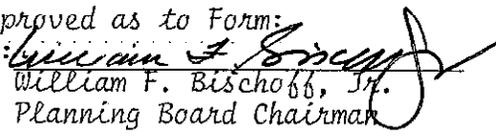
WITNESS

TOWNSHIP OF UNION


K. Judith Fabian, RMC
Township Clerk

By: 
Name: BRUCE A. ROSSI
Title: MAYOR

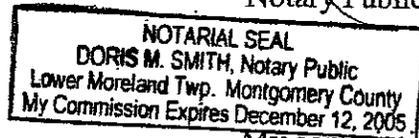

Grace A. Kocher
Planning Board Secretary

Approved as to Form:
By: 
William F. Bischoff, Jr.
Planning Board Chairman

STATE OF :
:SS.
COUNTY OF :

BE IT REMEMBERED that on this 27th day of May, 2003, before me, the undersigned authority, personally appeared Thomas A. Argyris, Jr., who is the Senior Vice President of Toll Land Corp. No. 10, General Partner of Toll NJ IV, L.P., and who is to me known to be the person who executed the foregoing instrument, and thereupon he/she did acknowledge that he/she signed and delivered such instrument as his act and deed and as the act and deed of the corporation, pursuant to a Resolution of the Board of Directors of the corporation, for the uses and purposes therein expressed.

Doris M. Smith
Notary Public



[Seal]

My commission expires:

STATE OF :
:SS.
COUNTY OF :

BE IT REMEMBERED that on this ___ day of _____, 2003, before me, the undersigned authority, personally appeared _____, who is the _____ of Union Township, and who is to me known to be the person who executed the foregoing instrument, and thereupon he/she did acknowledge that he/she signed and delivered such instrument as his act and deed and as the act and deed of Union Township, pursuant to a proper Resolution of Union Township, for the uses and purposes therein expressed.

Notary Public

[Seal]

My commission expires: