

Prepared by:

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Mary H. Melfi
Hunterdon County Clerk

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

An Option Agreement granted by the owner(s) of the fee title to the property, or the owner of a Development Easement on the property, to sell a Development Easement on the Premises to the County of Hunterdon.

This Option Agreement must contain the following Schedules:

- 1) Schedule A: Legal Description of the Property;
- 2) Schedule B: Form of Deed of Easement; and,
- 3) Schedule C: Form of Restrictive Covenant.

This Option Agreement is dated February 24, 2009 and is made by and between:

PERRYVILLE ROAD FARM, L.L.C., a
Limited liability company of New Jersey
whose address is:
c/o Phillip A. Roerig, Member
5 Glen Gardner Drive
Glen Gardner, New Jersey 08826

(referred to in this Agreement as the "Optionor" and or "Grantor"),

and,

COUNTY OF HUNTERDON,
a body politic and corporate of the State of New Jersey,
whose address is:
c/o Denise B. Doolan, Clerk
71 Main Street, Administration Building, 1st Floor
P.O. Box 2900
Flemington, New Jersey 08822

(referred to in this Agreement as the "Optionee", County and or "Grantee").

In consideration of the sum of One Dollar (\$1.00) paid by Optionee to Optionor, the receipt of which is hereby acknowledged, the expenditure by the County of monies for appraisals, and other good and valuable consideration, Optionor hereby grants to Optionee the exclusive right and option to buy a Development Easement on the property located in the Township of Union, County of Hunterdon, State of New Jersey which is more particularly described in the attached Schedule A (hereinafter referred to as the "Premises"), for the amount of \$12,500.00 per acre or other fair market value per acre of the Development Easement certified by the State Agriculture Development Committee (SADC) if it is in excess of \$12,500.00. If the SADC certified fair market value per acre of the Development Easement is below \$12,500.00, the Optionor is not obligated to sell. However, the Optionor agrees to sell to the Optionee its Development Easement on the Premises if the fair market value per acre of the Development Easement certified by the State Agriculture Development Committee equals or exceeds \$12,500.00.

C:\FARMLAND\2009 Options Due March 8th\6130 Perryvill Option Agreement 2009 Round.doc

DESCRIPTION (Page 1 of 2)

ALL that certain tract, lot and parcel of land lying and being in the Township of Union, County of Hunterdon and State of New Jersey, being more particularly described as follows:

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6.7 A

BEGINNING at a stone for a corner and corner also to Edwin Melick's and runs thence along a line of said Melick (1) South thirty-one degrees West twenty-five chains and sixty-eight links to a stone for a corner in a line of William H. Taylor's; thence by lands of said Taylor (2) North sixty-three degrees West eighteen chains and sixty-five links to a stone for a corner on the East side of the public road leading from Pittstown to Perryville, thence along said road (3) North eleven and three-quarter degrees West, seven chains and seventy-two links to a stone on the West side of the road near an old lime kiln; thence (4) North forty-six degrees East two chains and twenty-three links to a stake near the side of a spring run; thence (5) North twenty-six degrees East five chains to a stake in a field; thence (6) North sixty-two degrees West six chains and thirty-five links to a stone for a corner in the aforesaid road; thence (7) North eleven and three-quarter degrees West eight chains and forty-three links to a stake for a corner and corner also of Joseph Taylor and John L. Clickinger, thence by land of Clickinger (8) North twenty-eight and one-quarter degrees East six chains and eighty-four links to a white oak sapling for a corner on the West side of the great aforesaid road in line of said Clickinger and a corner also to Joseph Taylor, thence by lands of Joseph Taylor and Edwin Melick (9) South sixty-one and one-half degrees East thirty-six chains and twenty links to the place of beginning, containing seventy-five and five hundred (75.05) acres.

Excepting and Reserving thereout and therefrom a tract previously conveyed by Ottilia Roerig and Louis Roerig to Mabelle O. Nief, by Deed dated April 30, 1962, and recorded in the Hunterdon County Clerk's Office in Book 637 of Deeds on page 517 & c.; BEGINNING at an iron pipe set on the westerly side of the public macadam road, running from the Pittstown-Clinton Road to Jutland; said iron pipe being corner to lands of Eugene G. Bowers and marking the termination of the second course and beginning of the third course in the above described tract; thence (1) along lands of Eugene G. Bowers, South fifty-nine degrees 5 minutes East 403.55 feet to an iron pipe set in line of same; thence (2) by a new line along lands remaining to Ottilia Roerig, North 32 degrees 00 minutes West 758.53 feet to a railroad spike set in the middle of the above mentioned macadam road; thence (3) along same, South 7 degrees 17 minutes East 439.44 feet to the place of beginning, and the parcel or tract containing a calculated area of 1.60 acres of land, more or less, as surveyed in March 1962 by Frank F. Jones, Land Surveyor, New Jersey License No. 10120.

Subject to easement of record.

Excepting and reserving thereout and therefrom a tract conveyed by Ludwig Roerig and Eileen A. Roerig to P. Timothy Congdon and Frances Congdon by deed dated September 13, 1983, and recorded in the Hunterdon County Clerk's Office in Deed Book 896 at Page 373; BEGINNING at an iron pipe found just westerly of the travelled way of Perryville Road (recently renamed), said Beginning point marking the most northerly corner of the original 75.05 Acre tract of Roerig and thence running (1) at first along lands of now or formerly John Frain, then along lands of Henna and Frain, South 60 degrees 30 minutes 00 seconds East, a distance of five hundred ten feet (510.00 feet) to a point in line of said Henna Frain; thence (2) by a new line along lands remaining to Roerig at this time, South 29 degrees 30 minutes 00 seconds West, a distance of two hundred feet (200.00 feet) to a point; thence (3) by another new line along same, North 60 degrees 30 minutes 00 seconds West, a distance of four hundred thirty-four and sixty-four one-hundredths feet (434.64 feet) to a point in or near the middle of the aforesaid Perryville Road; thence (4) along same, North 08 degrees 51 minutes 12 seconds East, a distance of two hundred sixty-nine one-hundredths acres (2.169 Ac.) as surveyed by Frank F. Jones, Professional Land Surveyor, for Robert W. Lee Associates, Inc. in April, 1983.

All bearings herein refer to the original deed of record. The above being subject to the rights of the public in and to that portion of the right-of-way limits of Perryville Road which runs along Course No. 4 of the above.

By virtue of this subdivision a new easterly right-of-way line of said road is hereby established as being 33.00 feet measured from the existing centerline of same.

Premise known as lot 8.02, Block 30, Union Township Tax Map.

DESCRIPTION (Page 2 of 2)

Excepting and Reserving thereout and therefrom a tract conveyed by Ludwig Roerig and Eileen A. Roerig to Peter Barrett by deed dated March 19, 1984 and recorded in the Hunterdon County Clerk's Office in Deed Book 906 a page 737; Beginning at a point in or near the middle of Perryville Road (recently renamed) said Beginning point being located the following three courses from an iron pipe found westerly of the travelled way of said road said iron pipe marking the most northerly corner of the original 75.05 Acre tract of Roerig and running thence (A) South 08 degrees 51 minutes 1 seconds West a distance of two hundred sixty feet (260.00 feet) to a point (B) South 03 degrees 42 minutes 12 seconds West, a distance of four hundred feet (400.00 feet) to a point; (C) South 01 degrees 51 minutes 12 seconds West, a distance of seventy-eight and seventy-one-hundredths feet (78.71 feet) to a point marking the Beginning point of this description; thence (1) by a new line along lands remaining to Roerig at this time, South 61 degrees 15 minutes 48 seconds East, a distance of five hundred twenty-four and six tenths feet (524.60 feet) to a point; thence (2) by another new line along same, South 28 degrees 44 minutes 12 seconds West, a distance of two hundred feet (200.00 feet) to a point; thence

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Clerk's Office

(3) at first along said lands remaining then along lands of now or formerly Leo Schroedel, North 61 degrees 15 minutes 48 seconds West, a distance of four hundred nine and fourteen one-hundredths feet (409.14 feet) to a point in or near the middle of the aforesaid Perryville Road; thence (4) along same, North 05 degrees 22 minutes 57 seconds West, a distance of six and fifty-eight one-hundredths feet (6.58 feet) to a railroad spike found; thence (5) still along same, North 02 degrees 21 minutes 57 seconds West, a distance of one hundred three and fourteen one-hundredths feet (103.14 feet) to a point in or near the middle the same; thence (6) still along same, North 00 degrees 30 minutes 48 seconds West, a distance of one hundred feet (100.00 feet) to a point in same; thence (7) still along the same, North 01 degrees 51 minutes 12 seconds East, a distance of twenty-one and twenty-nine one-hundredths feet (21.29 feet) to the place of beginning and containing a calculated area of two and one hundred fifty-two one-thousandths acres (2.152 Ac.) as surveyed by Frank F. Jones, Professional Land Surveyor, for Robert W. Lee Associates, Inc. in April, 1983.

Excepting and Reserving thereout and therefrom BEGINNING at a point in or near the middle of Perryville Road and corner to lands of Timothy P. Congdon (Lot 8,02), said beginning point also being located South 08 degrees 51 minutes 12 seconds West, a distance of two hundred thirteen and seventy-three hundredths feet (213.73 feet) from an iron pipe which marks the most northerly corner of the original 75.05 acre tract of Roerig as recorded in Deed Book 381, Page 491; and running thence (1) at first along lands of said Congdon and then by a new line along lands remaining to Roerig at this time, South 60 degrees 30 minutes 00 seconds East, a distance of five hundred thirteen and fifty-two hundredths feet (513.52 feet) to a point, corner to said Roerig; thence the following four courses by new lines along lands remaining to Roerig at this time, (2) South 29 degrees 30 minutes 00 seconds West, a distance of two hundred feet (200.00 feet) to a point in the northerly sideline of a future road; thence (3) along the same, North 60 degrees 30 minutes 00 seconds West, a distance of two hundred three and twenty-seven hundredths feet (203.27 feet) to a point of curvature in same; thence (4) by a curve to the left of radius two hundred fifty feet (250.00 feet), whose arc measures one hundred twelve and fifty-seven hundredths feet (112.57 feet), and whose chord bears North 73 degrees 23 minutes 54 seconds West, a distance of one hundred eleven and sixty-two hundredths feet (111.62 feet) to a point of tangency; thence (5) North 86 degrees 17 minutes 48 seconds West, a distance of eighty-seven and sixty-five hundredths feet (87.65 feet) to a point in or near the middle of the aforesaid Perryville Road; thence

(6) along the same, North 03 degrees 42 minutes 12 seconds East, a distance of two hundred forty-four and eight hundredths feet (244.08 feet) to a point in same; thence (7) still along the same, North 08 degrees 51 minutes 12 seconds East, a distance of forty-six and twenty-seven hundredths feet (46.27 feet) to thousandths acres (2.280 Ac.), as surveyed by Frank F. Jones, Professional Land Surveyor, for Robert W. Lee Associates, Inc., in July, 1986.

"In Compliance with Chapter 157, Laws of 1977, premises herein are known as Lot B in Block 30 on the Tax Map of the above municipality".

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

This Deed is made _____, 2008.

BETWEEN _____, whose address is _____ and is referred to as the Grantor;

AND _____, whose address is _____ and is referred to as the Grantee and/or Board.

The Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns grants and conveys to the Grantee a development easement and all of the nonagricultural development rights and credits on the Premises, located in the Township of _____, County of _____, described in the attached Schedule A, and, for the limited purpose of the restrictions contained in Paragraph 13(b), the tract of land described in the attached Schedule C, which schedules are incorporated by reference in this Deed of Easement, for and in consideration of the sum of _____ 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 tract of land described in Schedule C.

The tax map reference for the Premises is:

Township of _____

Block _____, Lot _____

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

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

WHEREAS, this Deed of Easement presently recites that the State Agriculture Development Committee ("Committee") may exercise certain rights and prerogatives with respect to the within easement in anticipation of, and solely in order to facilitate, the possible enrollment of this easement at a future date in the State of New Jersey Agriculture Retention and Development Program, it being explicitly understood that any such rights and prerogatives of said Committee are inchoate and shall not actually be exercised until such time as this Deed of Easement is in fact enrolled in the aforesaid State Program by: (1) the Committee providing a cost share grant to the Grantee for the acquisition of the Deed of Easement pursuant to N.J.S.A. 4:1C-11 et seq.; and (2) the Committee and Grantee entering into a cost sharing grant agreement;

Prepared by: _____

Print name and title

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

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

2. The Premises shall be retained for agricultural use and production in compliance with N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, and all other rules promulgated by the State Agriculture Development Committee, (hereinafter Committee). Agricultural use shall mean the use of the Premises for common farmsite activities including, but not limited to: production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing.

3. Grantor certifies that at the time of the application to sell the development easement to the Grantee and at the time of the execution of this Deed of Easement the nonagricultural uses indicated on attached Schedule (B) existed on the Premises. All other nonagricultural uses are prohibited except as expressly provided in this Deed of Easement.

4. All nonagricultural uses, if any, existing on the Premises at the time of the landowner's application to the Grantee as set forth in Section 3 above may be continued and any structure may be restored or repaired in the event of partial destruction thereof, subject to the following:

- i. No new structures or the expansion of pre-existing structures for nonagricultural use are permitted;
- ii. No change in the pre-existing nonagricultural use is permitted;
- iii. No expansion of the pre-existing nonagricultural use is permitted; and
- iv. In the event that the Grantor abandons the pre-existing nonagricultural use, the right of the Grantor to continue the use is extinguished.

5. No sand, gravel, loam, rock, or other minerals shall be deposited on or removed from the Premises excepting only those materials required for the agricultural purpose for which the land is being used.

6. No dumping or placing of trash or waste material shall be permitted on the Premises unless expressly recommended by the Committee as an agricultural management practice.

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

- i. Grantor shall obtain within one year of the date of this Deed of Easement, a farm conservation plan approved by the local soil conservation district.
- ii. Grantor's long term objectives shall conform with the provisions of the farm conservation plan.

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

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

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

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

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

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

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

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

- i. the Exception Area may not be moved to another portion of the Premises nor may it be swapped with other land.
- ~~ii. the Exception Area shall not be severed or subdivided from the Premises~~
- OR**
- ~~iii. the Exception Area may be severed and subdivided from the Premises~~
- iv. the Exception Area shall be limited to one single-family residential unit
- v. (Right to Farm Language if Exception is Non-Severable)

Grantors, grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns or any person who is occupying or residing on the Exception Area as well as the heirs, executors, administrators, personal or legal representatives, successors and assigns of all such persons are hereby notified and made aware that the Exception Area is adjacent to a parcel ("Premises") permanently deed restricted under the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. Such persons occupying or residing on the Exception Area are notified and made aware that agriculture is the accepted and preferred use of the adjacent Premises and that the adjacent Premises shall continue in agricultural use as defined in Section 2 of the Deed of Easement.

(Right to Farm Language if Exception is Severable)

Grantors, grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns or any person to whom title to the Exception Area is transferred as well as the heirs, executors, administrators, personal or legal representatives, successors and assigns of all such persons are hereby notified and made aware that the Exception Area is adjacent to a parcel ("Premises") permanently deed restricted under the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. Such persons taking title to the Exception Area are notified and made aware that agriculture is the accepted and preferred use of the adjacent Premises and that the adjacent Premises shall continue in agricultural use as defined in Section 2 of the Deed of Easement.

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

agriculturally viable parcels. Division means any division of the Premises, for any purpose, subsequent to the effective date of this Deed of Easement.

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

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

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

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

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

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

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

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

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

Furthermore, in the event that this Deed of Easement is enrolled in the New Jersey Agriculture Retention and Development Program by the Committee providing the Grantee

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

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

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

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

_____(L.S.)

_____(L.S.)

_____(Corporate Seal)
Secretary
(For use by corporations only)

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I CERTIFY that on _____, 2008,

_____ 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 \$ _____.

Print name and title below signature

(CORPORATE ACKNOWLEDGMENT)

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I CERTIFY that on _____ 2008, the subscriber(s) _____ personally appeared before me, who, being by me duly sworn on his or her oath, deposes and makes proof to my satisfaction, that he or she is the Secretary of _____, the Corporation named in the within Instrument; that _____ is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation, that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his or her name thereto as attesting witness; and that the full and actual consideration paid to purchase a development easement as evidenced by the DEED OF EASEMENT is \$ _____ and the mutual obligations and benefits contained herein.

Sworn to and subscribed before me, the date aforesaid

Print name and title below signature

(LIMITED LIABILITY COMPANY ACKNOWLEDGMENT)

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I CERTIFY that on _____, 2008, the subscriber(s) _____ personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) are the managing member(s) of _____, the Limited Liability Company named in the within Deed of Easement;
- (b) are the managing members of said company;
- (c) that the execution, as well as the making of this Deed of Easement, have been duly authorized by the Operating Agreement of the said Company, that said Deed of Easement was signed and delivered by _____, as and for the voluntary act and deed of said Company; and
- (d) the actual and true consideration paid for this instrument is \$ _____.

Print name and title below signature

(COUNTY AGRICULTURE DEVELOPMENT BOARD)

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

ACCEPTED AND APPROVED this _____ day of _____, 2008.

Chairperson
_____ County Agriculture Development Board

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I CERTIFY that on _____, 2008, _____ personally came before me and acknowledged under oath, to my satisfaction that this person: (a) is named in and personally signed this DEED OF EASEMENT, (b) signed, sealed and delivered this DEED OF EASEMENT as the Board's act and deed; and (c) is the Chairperson of the _____ County Agriculture Development Board.

S:\Deed of easement forms\Counties\standard with exception.doc

Print name and title below signature

(COUNTY BOARD OF CHOSEN FREEHOLDERS)

THE UNDERSIGNED, being _____ of the _____ County Board of Chosen Freeholders, hereby accepts and approves the foregoing restrictions, benefits and covenants.

ACCEPTED AND APPROVED this _____ day of _____, 2008.

Print name and title below signature

County Board of Chosen Freeholders

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I CERTIFY that on _____, 2008,

_____ personally came before me and acknowledged under oath, to my satisfaction that this person:

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

Signed and sworn to before me on _____,

Print name and title below signature

County Board of Chosen Freeholders

Prepared By:

GAETANO M. DE SAPIO, ESQ.
HUNTERDON COUNTY COUNSEL
Attorney-at-Law of New Jersey

RESTRICTIVE COVENANT

This DEED OF RESTRICTION is made _____, 2009
between:

whose address is:

(who are referred to as the "Grantor"),

and,

COUNTY OF HUNTERDON,
a body politic and corporate of the State of New Jersey,
whose address is:
c/o Denise B. Doolan, Clerk
Route 12 County Complex
P.O. Box 2900
Flemington, New Jersey 08822,

(which is referred to as the "Grantee" and/or "Board").

The Grantor hereby grants and conveys to the Grantee the rights set forth
in this instrument in and to the property described in Schedule A.

The tax map reference for the Premises is:

Block _____, lot _____ in the Township of _____, County of
Hunterdon, State of New Jersey

This transfer is an integral part of a certain transaction between the
Grantor and the Grantee memorialized in a Deed of Easement between the parties dated
_____, 2009 and recorded simultaneous with, but just prior to, this Restrictive
Covenant.

The consideration for the establishment of this Restrictive Covenant is the
payment by the Grantee of \$ _____, which is recited in the Deed of
Easement. The Grantee paid the monetary consideration for the express purposes of
acquiring both the Deed of Easement and the rights contained in this Restrictive
Covenant and would not have acquired the Deed of Easement and paid the monetary
consideration without it being accompanied by this Restrictive Covenant.

This Restrictive Covenant runs with the land and is binding on the
Grantor's heirs, executors, administrators, personal or legal representatives, successors
and assigns, and in particular on any and all present or future owners of the land
described in Schedule A.

The purpose of the Restrictive Covenant is to expressly promote and
enhance the rights and benefits conveyed to the Grantee in the Deed of Easement. This
Restrictive Covenant places an affirmative responsibility on the owner of the premises,
which responsibility enhances the suitability for farming not only of the lands described

in Schedule A, but also of other lands in the agriculture district of which this premises is a part, and of other farm operations within the general geographic area.

The requirements which the Grantor imposes on the property and upon its present and future owners for the benefit of the Grantee and others are as follows:

1. At least once a year, the Grantor will clear cut or mow or have clear cut or mowed, all fields or open spaces on the property described in Schedule A, except those fields which crops are in which will be harvested or made in that year. This cutting or mowing shall occur on an annual basis between July 15 and August 15 of each year.

2. The Grantee and its agents or designees are given the right to enter the property to determine whether the cutting or mowing has been completed. Before any inspection is made, a reasonable advance notice to the record owner is to be provided.

3. In the event that the cutting or mowing has not been performed by the completion date, the Grantor will be given written notice that the mowing or cutting has not been performed and a direction that it be completed within five (5) calendar days.

4. In the event that the cutting or mowing is still not completed within five (5) calendar days after the notice provided for in paragraph 3 is given, then:

A. The Grantee at its option may bring a legal action to enforce this Covenant. If a legal action is necessary, the Grantor will pay all of the Grantee's reasonable legal fees; or,

B. The Grantee may hire somebody to do the cutting or mowing. The person, firm, or corporation hired shall have the right to enter the property and do the work without interference by the Grantor. The Grantor shall pay for the work and all costs and expenses of the Grantee in arranging for it to be performed.

In the event the Grantee exercises its rights under either A or B, all costs and expenses shall be the obligation of the Grantor and shall automatically become a lien upon the lands and premises described in Schedule A without further legal action on behalf of the Grantee to perfect the lien.

5. This Restrictive Covenant runs with the land and is binding on the heirs and assigns of the Grantor.

The Grantor signs this Restrictive Covenant and seals it within the meaning of New Jersey Law as of the date on the top of the first page. If the Grantor is a corporation, this instrument is signed and attested to by its corporate officers and its corporate seal is affixed.

Witness/Attest:

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF NEW JERSEY :
 : SS.
COUNTY OF HUNTERDON :

I certify that on _____, 2009, _____,
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 Restriction;
- (b) signed, sealed and delivered this Deed of Restriction as his or her act and deed;
- (c) made this Deed of Restriction of and in consideration of mutual obligations and benefits to each party; and,
- (d) the actual and true consideration paid for this instrument was recited in the Deed of Easement, a companion document which was recorded just prior to this instrument.

NOTARY PUBLIC OF NEW JERSEY
My Commission expires:

(CORPORATE ACKNOWLEDGMENT)

STATE OF NEW JERSEY :
 :SS.:
COUNTY OF HUNTERDON :

I CERTIFY that on _____, 2009,
_____ personally appeared before me and acknowledged
under oath, to my satisfaction that:

- (a) He/She is the _____ of the _____, the Corporation named in this Instrument.
- (b) _____ is the _____ of the Corporation.
- (c) The execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the governing body of the Corporation.
- (d) Deponent knows the corporate seal of the Corporation, and that the seal affixed to this Instrument is the proper corporate seal.
- (e) The Instrument was signed and delivered by the _____ as and for the voluntary act and deed of the Corporation, in the presence of deponent, who thereupon subscribed his or her name as attesting witness.
- (f) The full and actual consideration paid to purchase a development easement as evidenced by the Deed of Easement is \$ _____.
- (g) Deponent signs this proof to confirm and attest to the truth of these facts.

Sworn to and subscribed before
me, the date aforesaid.

NOTARY PUBLIC OF NEW JERSEY
My Commission expires:

Optionor agrees to cooperate fully and in good faith with the remaining steps in the County and State (SADC) application process.

The final Total Purchase Price to be paid at the closing between the Optionor and Optionee shall be based on the actual acreage of the Premises to be covered by the Development Easement after an acceptable survey, authorized by the County, is completed. For the purposes of determining the Total Purchase Price, subtracted from the total gross acreage will be any areas for which acquisition of the Development Easement has not been authorized by the State Agriculture Development Committee, the Hunterdon County Agriculture Development Board, or is not authorized by State statute, rule or regulation, including, but not limited to, the following:

- i) All lands lying within existing and proposed future public road rights-of-way;
- ii) All lands lying within existing and proposed sight easements and or bridge/culvert maintenance easements, if applicable;
- iii) If one or more Residual Dwelling Site Opportunity(ies) (RDSO) have been allocated to the Premises (subject to confirmation of acreage by the survey to be obtained by the County), the appropriate deduction(s) will be made from the Total Purchase Price at the time of closing per State Agriculture Development Committee policy no. P-19-A; and,
- iv) All lands lying within severable Exception Area(s), if applicable, including areas for ingress and egress to the Exception Area(s) pursuant to State Agriculture Development Committee policy no. P-41;
- v) All lands lying within non-severable Exception Area(s), if applicable. If access is needed for a non-agricultural purpose, the Exception Area(s) must also include access for ingress and egress pursuant to State Agriculture Development Committee policy no. P-41; and,
- vi) All lands lying within water bodies which serve as a property boundary within the Premises pursuant to State Agriculture Development Committee policy nos. P-3-B and P-3-A.

The tax map reference for the Premises affected by this Option Agreement is Block 30, lot 8 as designated on the municipal tax map of the Township of Union in the County of Hunterdon, State of New Jersey.

For the purposes of this Option Agreement, a "Development Easement" is defined as an interest in land, less than fee simple title thereto, which enables the owner to develop the land for any nonagricultural purposes determined by and under the provision of the "Agriculture Development and Retention Act," N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32 and any other rules or regulations promulgated pursuant thereto.

This Option Agreement shall expire on September 30, 2010 unless written notice exercising this Option Agreement is given on or before that date. Within thirty (30) days of receipt of written notice exercising this Option Agreement, Optionor shall enter into and deliver to Optionee a signed Contract for Sale of Development Easement (to be prepared by Optionee and delivered at the time of presentation of written notice), which shall provide in pertinent part for the following:

1. Conveyance of a Deed of Easement in the form attached to this Option Agreement as Schedule B, or other form as promulgated by the State Agriculture Development Committee. If the Optionor is already the owner of the Development Easement to the Premises, the Deed of Easement to be assigned to the Optionee shall be in full conformance with the form of Deed of Easement attached to this Option Agreement as Schedule B, or other form as promulgated by the State Agriculture Development Committee. The Deed of Easement to be delivered by Optionor shall also be in full conformance with the terms of any State and County approvals.

2. In addition to the above-referenced Deed of Easement, the Optionor agrees to convey, at the time the Deed of Easement is delivered, a Restrictive Covenant concerning maintenance in form attached as Schedule C. If the Optionor is already the owner of the Development Easement to the Premises, the Optionor shall assign to the Optionee all its right, title, and interest in the Restrictive Covenant, which is in substantially the form attached as Schedule B.

3. The Optionor shall convey, at the time the Deed of Easement is delivered, any proposed County road rights-of-way, sight easements, and or maintenance easements to the Optionee. The Optionee shall pay the Optionor an amount of additional consideration for the acreage within these easements at the same per acre price which shall be paid for the Development Easement as set forth above.

4. Require full compliance by the Optionor with all State (SADC) and County program requirements.

The Optionor represents and warrants that they are the owners to the fee title of the Premises subject to this agreement, or they are the owners of the Development Easement to the Premises, and that they have the legal right to enter into this Option Agreement and convey the Development Easement.

The Optionor agrees to provide to the Optionee copies of Grantor's deed and title insurance policy (if any) within five (5) days of the signing of this Option Agreement.

The Optionor is responsible for obtaining the requisite amount of local funding for this application. Either the municipality, the Optionor, or any other individual/agency can provide the funding.

No future homesites will be permitted on the Premises unless (a) the Grantor has received approval for one or more Residual Dwelling Site Opportunities from the State Agriculture Development Committee and Hunterdon County Agriculture Development Board, and (b) the Premises to be covered by the Deed of Easement contains sufficient acreage which is confirmed by the survey authorized by the Optionee.

The deed restrictions imposed pursuant to this Option Agreement shall be liberally construed to effectuate the purpose and intent of the Farmland Preservation Bond Act P.L. 1981, c.276, the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, and the rules and regulations promulgated pursuant thereto.

Tender of a valid check by the Optionee shall constitute a sufficient tender of the total Purchase Price of the Development Easement.

The Development Easement is to be conveyed free and clear of all encumbrances, including the release of rights of dower and curtesy, if any. The Optionor represents and warrants that the title to the Premises shall be good and marketable and shall be insurable by the title insurance company selected by the Optionee without exception other than normal public utility easements.

The Optionor understands that the Optionee exclusively reserves any and all rights to enforce the provisions of this Option Agreement. The Optionor further agrees and understands that a violation of this Option Agreement may subject to the Optionor to liability for any and all out-of-pocket expenses incurred by the Optionee, including but not limited to all monies expended for appraisals. The Optionee may also seek specific performance.

All notices provided for herein shall be deemed to have been duly given if and when deposited in the United States mails, properly stamped and addressed to the party for whom intended at the party's above listed address, or when delivered personally to such party.

This Option Agreement is binding upon the Optionor, and his, heir, its, and their heirs, successors, and assigns as the case may be.

The Optionor signs this Option Agreement and seals it within the meaning of New Jersey law. If the Optionor is a corporation, this instrument is signed and attested to by its proper corporate officers and its corporate seal is affixed.

Witness/Attest:

PERRYVILLE ROAD FARM, L.L.C.,
a limited liability company of New
Jersey

Mildred E Linzer

Phillip A Roerig
By: PHILLIP A. ROERIG, MEMBER

(print officer name & title)

(LIMITED LIABILITY COMPANY ACKNOWLEDGMENT)

STATE OF NEW JERSEY :
:SS.
COUNTY OF HUNTERDON :

I CERTIFY that on March 2, 2009, Phillip A. Roerig, 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 OPTION AGREEMENT;
- (b) signed, sealed and delivered this OPTION AGREEMENT as his or her act and deed;
- (c) is a member of Perryville Road Farm, LLC that executed this Option Agreement and that as such member, having been authorized to do so, he executed this Option Agreement for the purposes contained therein by signing his name as member as the act of the entity.
- (d) made this OPTION AGREEMENT for and in consideration of mutual obligations and benefits to each party; and
- (e) the actual and true consideration paid for this instrument is \$1.00.

Mildred E Linzer
MILDRED E LINZER
Notary Public of New Jersey
My Commission Expires: 5/18/2012

20090417000087430 17117
04/17/2009 12:41:53 PM 00
Recording Fee: \$.00
Tax Fee: \$.00
Consideration: \$.00
Buyers Fee: \$.00
KML1

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Prepared by:


RONALD S. HEYMAN, ESQ.

25

file AS: 30/S (+ 29/29)
(P. J. J. J.)

D E E D

This Deed is made on October 10, 2005,

BETWEEN

LUDWIG ROERIG and EILEEN A. ROERIG, h/w,

whose address is 42-43 Perryville Road, Union Township,
New Jersey 08827,

referred to as the Grantor,

AND

PERRYVILLE ROAD FARM, LLC, a Limited Liability Company of
New Jersey,

whose address is 5 Glen Manor Drive, Glen Gardner,
New Jersey 08826,

referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all
Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys
(transfers ownership of) the property described below to the
Grantee. This transfer is made for the sum of **SIX HUNDRED
THOUSAND and 00/100 (\$600,000.00) Dollars.**

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of
Union Township, Block No. 30 & 29, Lot Nos. 8 & 8Q-Farm and
29Q-Farm,

() No property tax identification number is available on the
date of this Deed.

Property. The property consists of the land and all the
buildings and structures on the land in the Township of Union,
County of Hunterdon and State of New Jersey. The legal
description is:



Consideration: 600000.00
Realty Tax: 2405.00 A
Fees: 100.00

Instr# 8563974 Dorothy K. Tirpok
Recorded/Filed NF Hunterdon County Clerk
10/20/2005 14:15 Bk 2138 Pg 538 #Pg 7 DEED

ALL that certain tract, lot and parcel of land lying and being in the Township of Union, County of Hunterdon and State of New Jersey, being more particularly described as follows:

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BEGINNING at a stone for a corner and corner also to Edwin Melick's and runs thence along a line of said Melick (1) South thirty-one degrees West twenty-five chains and sixty-eight links to a stone for a corner in a line of William M. Taylor's; thence by lands of said Taylor (2) North sixty-three degrees West eighteen chains and sixty-five links to a stone for a corner on the East side of the public road leading from Pittstown to Perryville, thence along said road (3) North eleven and three-quarter degrees West, seven chains and seventy-two links to a stone on the West side of the road near and old lime kiln, thence (4) North forty-six degrees East two chains and twenty-three links to a stake near the side of a spring run, thence (5) North twenty-six degrees East five chains to a stake in a field, thence (6) North sixty-two degrees West six chains and thirty-five links to a stone for a corner in the aforesaid road, thence (7) North eleven and three-quarter degrees West eight chains and forty-three links to a stake for a corner and corner also of Joseph Taylor and John L. Clickinger, thence by land of Clickinger (8) North twenty-eight and one-quarter degrees East six chains and eighty-four links to a white oak sapling for a corner on the West side of the great aforesaid road in line of said Clickinger and a corner also to Joseph Taylor, thence by lands of Joseph Taylor and Edwin Melick (9) South sixty-one and one-half degrees East thirty-six chains and twenty links to the place of beginning, containing seventy-five and five hundred (75.05) acres.

Excepting and Reserving thereout and therefrom a tract previously conveyed by Ottillia Roerig and Louis Roerig to Mabelle O. Nief, by Deed dated April 30, 1962, and recorded in the Hunterdon County Clerk's Office in Book 637 of Deeds on page 517 & c.; BEGINNING at an iron pipe set on the westerly side of the public macadam road, running from the Pittstown-Clinton Road to Jutland; said iron pipe being corner to lands of Eugene G. Bowers and marking the termination of the second course and beginning of the third course in the above described tract; thence (1) along lands of Eugene G. Bowers, South fifty-nine degrees 5 minutes East 403.55 feet to an iron pipe set in line of same; thence (2) by a new line along lands remaining to Ottillia Roerig, North 32 degrees 00 minutes West 758.53 feet to a railroad spike set in the middle of the above mentioned macadam road; thence (3) along same, South 7 degrees 17 minutes East 439.44 feet to the place of beginning, and the parcel or tract containing a calculated area of 1.60 acres of land, more or less, as surveyed in March 1962 by Frank F. Jones, Land Surveyor, New Jersey License No. 10120.

Subject to easement of record.

Excepting and reserving thereout and therefrom a tract conveyed by Ludwig Roerig and Eileen A. Roerig to P. Timothy Congdon and Frances Congdon by deed dated September 13, 1983, and recorded in the Hunterdon County Clerk's Office in Deed Book 896 at Page 373; BEGINNING at an iron pipe found just westerly of the travelled way of Perryville Road (recently renamed), said Beginning point marking the most northerly corner of the original 75.05 Acre tract of Roerig and thence running (1) at first along lands of now or formerly John Frain, then along lands of Nenna and Frain, South 60 degrees 30 minutes 00 seconds East, a distance of five hundred ten feet (510.00 feet) to a point in line of said Nenna Frain; thence (2) by a new line along lands remaining to Roerig at this time, South 29 degrees 30 minutes 00 seconds West, a distance of two hundred feet (200.00 feet) to a point; thence (3) by another new line along same, North 60 degrees 30 minutes 00 seconds West, a distance of four hundred thirty-four and sixty-four one-hundredths feet (434.64 feet) to a point in or near the middle of the aforesaid Perryville Road; thence (4) along same, North 08 degrees 51 minutes 12 seconds East, a distance of two hundred sixty-nine one-hundredths feet (2.169 Ac.) as surveyed by Frank F. Jones, Professional Land Surveyor, for Robert W. Lee Associates, Inc. in April, 1983.

All bearings herein refer to the original deed of record. The above being subject to the rights of the public in and to that portion of the right-of-way limits of Perryville Road which runs along Course No. 4 of the above.

By virtue of this subdivision a new easterly right-of-way line of said road is hereby established as being 33.00 feet measured from the existing centerline of same.

Premise known as lot 8.02, Block 30, Union Township Tax Map.

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DESCRIPTION (Page 2 of 2)

Excepting and Reserving thereout and therefrom a tract conveyed by Ludwig Roerig and Eileen A. Roerig to Peter Barrett, by deed dated March 19, 1984, and recorded in the Hunterdon County Clerk's Office in Deed Book 906 at page 737; Beginning at a point in or near the middle of Perryville Road (recently renamed) said Beginning point being located the following three courses from an iron pipe found westerly of the travelled way of said road, said iron pipe marking the most northerly corner of the original 75.05 Acre tract of Roerig and running thence (A) South 08 degrees 51 minutes 12 seconds West a distance of two hundred sixty feet (260.00 feet) to a point; (B) South 03 degrees 42 minutes 12 seconds West, a distance of four hundred feet (400.00 feet) to a point; (C) South 01 degrees 51 minutes 12 seconds West, a distance of seventy-eight and seventy-one-hundredths feet (78.71 feet) to a point marking the Beginning point of this description; thence (1) by a new line along lands remaining to Roerig at this time, South 61 degrees 15 minutes 48 seconds East, a distance of five hundred twenty-four and six-tenths feet (524.60 feet) to a point; thence (2) by another new line along same, South 28 degrees 44 minutes 12 seconds West, a distance of two hundred feet (200.00 feet) to a point; thence

(3) at first along said lands remaining then along lands of now or formerly Leo Schroedel, North 61 degrees 15 minutes 48 seconds West, a distance of four hundred nine and fourteen one-hundredths feet (409.14 feet) to a point in or near the middle of the aforesaid Perryville Road; thence (4) along same, North 05 degrees 22 minutes 57 seconds West, a distance of six and fifty-eight one-hundredths feet (6.58 feet) to a railroad spike found; thence (5) still along same, North 02 degrees 21 minutes 57 seconds West, a distance of one hundred three and fourteen one-hundredths feet (103.14 feet) to a point in or near the middle the same; thence (6) still along same, North 00 degrees 30 minutes 48 seconds West, a distance of one hundred feet (100.00 feet) to a point in same; thence (7) still along the same, North 01 degrees 51 minutes 12 seconds East, a distance of twenty-one and twenty-nine one-hundredths feet (21.29 feet) to the place of beginning and containing a calculated area of two and one hundred fifty-two one-thousandths acres (2.152 Ac.) as surveyed by Frank F. Jones, Professional Land Surveyor, for Robert W. Lee Associates, Inc. in April, 1983.

Excepting and Reserving thereout and therefrom BEGINNING at a point in or near the middle of Perryville Road and corner to lands of Timothy P. Congdon (Lot 8.02), said beginning point also being located South 08 degrees 51 minutes 12 seconds West, a distance of two hundred thirteen and seventy-three hundredths feet (213.73 feet) from an iron pipe which marks the most northerly corner of the original 75.05 acre tract of Roerig as recorded in Deed Book 381, Page 491; and running thence (1) at first along lands of said Congdon and then by a new line along lands remaining to Roerig at this time, South 60 degrees 30 minutes 00 seconds East, a distance of five hundred thirteen and fifty-two hundredths feet (513.52 feet) to a point, corner to said Roerig; thence the following four courses by new lines along lands remaining to Roerig at this time, (2) South 29 degrees 30 minutes 00 seconds West, a distance of two hundred feet (200.00 feet) to a point in the northerly sideline of a future road; thence (3) along the same, North 60 degrees 30 minutes 00 seconds West, a distance of two hundred three and twenty-seven hundredths feet (203.27 feet) to a point of curvature in same; thence (4) by a curve to the left of radius two hundred fifty feet (250.00 feet), whose arc measures one hundred twelve and fifty-seven hundredths feet (112.57 feet), and whose chord bears North 73 degrees 23 minutes 54 seconds West, a distance of one hundred eleven and sixty-two hundredths feet (111.62 feet) to a point of tangency; thence (5) North 86 degrees 17 minutes 48 seconds West, a distance of eighty-seven and sixty-five hundredths feet (87.65 feet) to a point in or near the middle of the aforesaid Perryville Road; thence

(6) along the same, North 03 degrees 42 minutes 12 seconds East, a distance of two hundred forty-four and eight hundredths feet (244.08 feet) to a point in same; thence (7) still along the same, North 08 degrees 51 minutes 12 seconds East, a distance of forty-six and twenty-seven hundredths feet (46.27 feet) to thousandths acres (2.280 Ac.), as surveyed by Frank F. Jones, Professional Land Surveyor, for Robert W. Lee Associates, Inc., in July, 1986.

"In Compliance with Chapter 157, Laws of 1977, premises herein are known as Lot 8 in Block 30 on the Tax Map of the above municipality".

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SEE LEGAL DESCRIPTION ATTACHED HERETO AS SCHEDULE A AND MADE A PART HEREOF.

BEING the same lands and premises conveyed to the Grantor herein by Deed from Ludwig Roerig and Eileen A. Roerig, dated December 19, 1986 and recorded December 19, 1986, in the Hunterdon County Clerk's Office in Deed Book 976, Page 921.

Previously, Ludwig Roerig and Eileen A. Roerig, husband and wife, by Deed from Ottilia Roerig and Louis Roerig, her husband dated June 21, 1963 and recorded July 1, 1963 in the Hunterdon County Clerk's Office in Deed Book 652, Page 306.

The street address of the Property is: 42-43 Perryville Road, Union, New Jersey 08827.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed by:

Marianne Kowalski

Ludwig M. Roerig
LUDWIG ROERIG

Marianne Kowalski

Eileen A. Roerig
EILEEN A. ROERIG

STATE OF NEW JERSEY)
)ss.:
COUNTY OF MORRIS)

I CERTIFY that on October 10, 2005,

Ludwig Roerig and Eileen A. Roerig, h/w, 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;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$600,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-6.)

Marianne Kendeleski

MARIANNE KENDELSKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 27, 2010

RECORD & RETURN TO:

Heymann & Fletcher, Esqs.
P.O. Box 518
Mt. Freedom, New Jersey 07970

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 305, P.L. 1991 (N.J.S.A. 48:15-5 et seq.)
BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY OF Morris

} ss.

FOR RECORDER'S USE ONLY
Consideration \$ 600,000
RTF paid by seller \$ 2403
Date 10-20-05 By [Signature]

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

Deponent, Ronald S. Heymann, Esq., being duly sworn according to law upon his/her oath,
deposes and says that he/she is the legal representative in a deed dated 10/10/05 transferring
(Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)
real property identified as Block number 30 & 29 Lot number 8 & 8Q Farm & 29Q-Farm located at
42-43 Perryville Road, Union Township, Hunterdon County and annexed thereto.

(2) CONSIDERATION \$ 600,000.00 (See Instructions #1 and #5 on reverse side)

(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.

(4) PARTIAL EXEMPTION FROM FEE (See Instruction #7 on reverse side)
PARTIAL EXEMPTION FROM FEE EXEMPTION FROM FEE (See Instructions #7 on reverse side)
NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will
void claim for partial exemption.

Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and General
Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004 and C. 56, P.L. 2004 for the following reason(s):
A. SENIOR CITIZEN Grantor(s) 62 years of age or over. (See Instruction #7 on reverse side for A or B)
B. BLIND PERSON Grantor(s) legally blind or:
DISABLED PERSON Grantor(s) permanently and totally disabled Receiving disability payments Not gainfully employed
Senior citizens, blind or disabled persons must also meet all of the following criteria.
 Owned and occupied by grantor(s) at time of sale. Resident of the State of New Jersey.
 One or two-family residential premises. 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 on reverse side)
 Affordable according to H.U.D. standards. Reserved for occupancy.
 Meets income requirements of region. Subject to resale controls.

(5) NEW CONSTRUCTION (See Instructions #8 and #10 on reverse side)
 Entirely new improvement. Not previously occupied.
 Not previously used for any purpose. "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 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 10 day of October, 2005

[Signature of Marianne Kendelski]

Signature of Deponent
P.O. Box 518
Deponent Address
Mt. Freedom, NJ 07970

Irwin Roerig
Eileen A. Roerig
42-43 Perryville Road
Union Twp., NJ 08827
Grantor Address at Time of Sale

Name/Company of Settlement Officer

MARIANNE KENDELSKI
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Aug. 27, 2010

FOR OFFICIAL USE ONLY
Instrument Number 8563974
Deed Number 2070-05
Deed Dated 10-20-05
Book Page
Date Recorded 10-20-05



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

(Please Print or Type)

SELLER(S) INFORMATION (See Instructions, Page 2)

Name(s)

Ludwig Roerig & Eileen A. Roerig

Current Resident Address:

Street: 42-43 Perryville Road

State

Zip Code

City, Town, Post Office

Union Township

N.J. 08827

PROPERTY INFORMATION (Brief Property Description)

Block(s)

Lot(s)

Qualifier

30 & 29

8 & 8Q Farm and 29Q Farm

Street Address:

42-43 Perryville Road

City, Town, Post Office

State

Zip Code

Union Township, Hunterdon County

N.J. 08827

Seller's Percentage of Ownership

Consideration

Closing Date

100%

\$600,000.00

10/10/05

SELLER ASSURANCES (Check the Appropriate Box)

1. I am a resident taxpayer (individual, estate, or trust) 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 an 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.
7. The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.
8. Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

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.

10/10/05
Date

Ludwig M. Roerig
Signature

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

10/10/05
Date

Eileen A. Roerig
Signature

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

