

Block 25 Lot 35

# Deed

This Deed is made on  
BETWEEN

*January*  
December 19, 2001



HERMAN T. LAZARUS, III

Instr# 8304889      Dorothy K. Tirpok  
Recorded/Filed      LB      Hunterdon County Clerk  
02/05/2001 14:20 Bk 2002 Pg 632 #Pg 5 DEED

whose post office address is

37045 S. Rockcrest  
Tucson, AZ 85739

Consideration: 200000.00  
Realty Tax: 775.00 R  
Fees: 26.00

referred to as the Grantor,  
AND

HELEN T. BARRETT, HELEN T. HOFF and BARRY R. MANDELBAUM, as the Trustees  
under TRUST INDENTURE DATED DECEMBER 29, 1975

whose post office address is

c/o Helen T. Barrett, 140 Pittstown Road  
Pittstown, NJ 08867

referred to as the Grantee.

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

**1. Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of TWO HUNDRED THOUSAND and 00/100 (\$200,000.00) DOLLARS  
The Grantor acknowledges receipt of this money.

**2. Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of PITTSTOWN  
Block No. 25      Lot No. 35      Account No.  
 No property tax identification number is available on the date of this Deed. (Check box if applicable.)

**3. 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:

Please see attached Legal Description annexed hereto and made a part hereof. (Check box if applicable).

BEING a portion of the same premises conveyed to HELEN T. BARRETT, HELEN T. HOFF and BARRY R. MANDELBAUM, as the Trustees under TRUST INDENTURE DATED DECEMBER 29, 1975 and HERMAN LAZARUS, III, by a Deed from HELEN T. BARRETT dated June 30, 1983, which was recorded in the Hunterdon County Clerk's Office on November 17, 1983, in Deed Book 898 at Page 533.

FURTHER BEING the same premises described in Schedule B of a Minor Subdivision Deed given to HELEN T. BARRETT, HELEN T. HOFF and BARRY R. MANDELBAUM, as the Trustees under TRUST INDENTURE DATED DECEMBER 29, 1975 and HERMAN LAZARUS, III, by HELEN T. BARRETT, HELEN T. HOFF and BARRY R. MANDELBAUM, as the Trustees under TRUST INDENTURE DATED DECEMBER 29, 1975, and Herman Lazarus, III as Grantees, and which Deed is dated February 2, 2000, and recorded in the Hunterdon County Clerk's Office on , 2000, in Deed Book at Page .

Conveyance is subject to all easements, reservations and restrictions of record, all applicable government laws, codes, ordinances and regulations affecting the property and its use, and to such facts as a current survey and inspection of the property may indicate.

The purpose of this conveyance is to vest absolutely in the Grantee absolute and complete title and fee interest in the premises hereinafter described. The said Herman T. Lazarus, III by making this conveyance relinquishes all of his right, title and interest in and to the property. The said Herman T. Lazarus, III acknowledges that he does not reside in this property and that his wife has no dower interest or right of possession to the property and that said property is solely and exclusively occupied by Helen T. Barrett.

The premises to be conveyed is approximately 5.709 acres.

Prepared by: (print signer's name below signature)  
*Barry R. Mandelbaum*  
BARRY R. MANDELBAUM, ESQ.  
AN ATTORNEY AT LAW OF NEW JERSEY

(For Recorder's Use Only)

**Metes and Bounds Description**  
**Block 25, Lot 35 Remaining Lands**  
**Union Township, Hunterdon County, New Jersey**

Beginning at a point in the centerline of Pittstown-Clinton Road, also known as County Road 513 (16.5' wide from centerline), also the southeasterly corner of lands now or formerly Helen T. Barrett, Block 25 Lot 35 Remaining Lands and a northeasterly corner of Block 25 Lot 35 (149.77 acres), lands to be acquired by the State of New Jersey, lands now or formerly Helen T. Barrett, said point distant 1732.03' measured northerly the various courses along the centerline of County Road 513 from its intersection with the centerline of Cooks Cross Road (41.5' wide), and from said beginning point running;

Thence (1) along the new northerly line of Block 25 Lot 35, now or formerly Helen T. Barrett, lands to be acquired by the State of New Jersey, passing over a concrete monument set on line distant 40.06' from the beginning of this course, North 67°19'00" West 500.42' to an iron pin set marking the corner;

Thence (2) along the easterly line of the same, North 22°41'00" East 382.85' to a point at the center of an existing bridge;

Thence (3) still along the easterly line of the same, North 17°14'47" East 112.13' to an iron pin set marking the corner;

Thence (4) along the southerly line of the same, passing over an iron pin set distant 40' from the terminus of this course, South 67°39'00" East 509.96' to a point;

Thence (5) along the centerline of Pittstown-Clinton Road, South 22°21'00" West 188.11' to a point;

Thence (6) still along the centerline of Pittstown-Clinton Road, South 22°41'00" West 309.34' to the point and place of beginning.

The total area of the survey parcel contains 5.709 acres of land more or less.

Subject to a 25' wide access easement more particularly described as follows:

Beginning at a point in the center of Pittstown-Clinton Road (County Road 513), also the southeasterly corner of Block 25 Lot 35, lands to be acquired by the State of New Jersey (149.77 acres), now or formerly Helen T. Barrett, also the beginning point described above, and from said beginning point running;

Thence (1) along a portion of the new northerly line of Block 25 Lot 35, now or formerly Helen T. Barrett, passing over a concrete monument set on line distant 40.00' from the beginning of this course, North 67°19'00" West 173.61' to a point;

Thence (2) along a line passing through Block 25 Lot 35 Remaining Lands, North 39°48'00" West 140.23' to a point;

Thence (3) along the same, North 16°54'00" West 150.00' to a point;

**Metes and Bounds Description**  
**Block 25 Lot 35 Remaining Lands**  
**Union Township, Hunterdon County, New Jersey**  
**Page 2**

Thence (4) still along the same, North 09°14'00" East 200.00' to a point;

Thence (5) still along the same, North 71°40'00" West 60.51' to a point;

Thence (6) along a portion of the new easterly line of Block 25 Lot 35, North 22°41'00" East 12.54' to a point at the center of an existing bridge;

Thence (7) still along the easterly line of the same, North 17°14'47" East 12.50' to a point;

Thence (8) along a line passing through Block 25 Lot 35 Remaining Lands, South 71°40'00" East 59.31' to a point;

Thence (9) still along the same, North 23°40'00" East 95.10' to a point;

Thence (10) along the new southerly line of Block 25 Lot 35, South 67°39'00" East 25.01' to a point;

Thence (11) along a line passing through Block 25 Lot 35 Remaining Lands, South 23°40'00" West 106.42' to a point;

Thence (12) along the same, South 09°14'00" West 202.33' to a point;

Thence (13) still along the same, South 16°54'00" East 139.13' to a point;

Thence (14) still along the same, South 39°48'00" East 129.04' to a point;

Thence (15) still along the same, South 67°19'00" East 167.49' to a point;

Thence (16) along the centerline of Pittstown-Clinion Road (County Route 513), South 22°41'00" West 25.00' to the point and place of beginning.

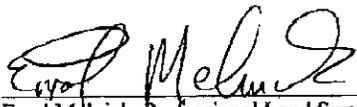
The total area of the 25' wide access easement contains 0.472 of an acre more or less (20,582 s.f.).

Subject to County Road 513 right of way easement, distant 16.5' measured westerly at right angles and parallel to courses number 5 and 6 described for Block 25 Lot 35 Remaining Lands.

Being Block 25 Lot 35 Remaining Lands as shown on a map entitled "Boundary Survey and Minor Subdivision for the State of New Jersey, Block 25 Lot 35 Located in Union Township, Hunterdon County, New Jersey" prepared by Van Cleef Engineering Associates, Lebanon, N.J. dated January 14, 2000.

The above description is in accordance with a map entitled "Boundary Survey for Block 25, Lot 35 Remaining Lands Located in Union Township, Hunterdon County, New Jersey" prepared by Van Cleef Engineering Associates, Lebanon, N.J. dated January 14, 2000.

**Metes and Bounds Description**  
**Block 25, Lot 35 Remaining Lands**  
**Union Township, Hunterdon County, New Jersey**  
**Page 3**



Errol Melnick, Professional Land Surveyor  
New Jersey License No. 34013  
Van Cleef Engineering Associates

EM/re  
1/14/00  
B25L35RemainingLands

The street address of the Property is:  
a portion of 140 Pittstown Road (County Route 513)  
Pittstown, New Jersey 08867

4. **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).

5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

Witnessed By:

Herman Lazarus (Seal)  
HERMAN T. LAZARUS, III

Lu Ann Doyle (Seal)  
A NOTARY PUBLIC OF ARIZONA

Lu Ann Doyle (Seal)  
OFFICIAL SEAL  
LUANN DOYLE  
NOTARY PUBLIC - ARIZONA  
PIMA COUNTY  
My Comm. Expires July 27, 2001

STATE OF ~~NEW JERSEY~~ <sup>ARIZONA</sup>, COUNTY OF Pima SS.:  
I CERTIFY that on December 2000,  
HERMAN T. LAZARUS, III January 19-2001

personally came before me and stated to my satisfaction that this person (or if more than one, each person):  
(a) was the maker of this Deed;  
(b) executed this Deed as his or her own act; and,

(c) made this Deed for \$ 200,000.00 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. 46:15-5.)

RECORD AND RETURN TO:  
BARRY P. MANDELBAUM, ESQ.  
MANDELBAUM, SALSBURG, ET AL.  
155 PROSPECT AVENUE  
WEST ORANGE, NEW JERSEY 07052

Lu Ann Doyle  
(Print name and title below signature)  
A NOTARY PUBLIC OF ARIZONA  
Lu Ann Doyle - Notary

OFFICIAL SEAL  
LUANN DOYLE  
NOTARY PUBLIC - ARIZONA  
PIMA COUNTY  
My Comm. Expires July 27, 2001



END OF DOCUMENT

**DEED**

Block 25 Lot 35

**THIS** Deed is made on April 13, 2005,

**BETWEEN HERMAN LAZARUS, III, as successor to HELEN T. BARRETT, HELEN T. HOFF and BARRY R. MANDELBAUM, as the Trustees Under TRUST INDENTURE DATED DECEMBER 29, 1975; having an address c/o Barry R. Mandelbaum, Esq., 155 Prospect Avenue, West Orange, New Jersey 07052; (known in this Deed as the "GRANTOR"),**

**AND ROBERT G. SULLIVAN and RENEE SULLIVAN, husband and wife, having a mailing address of 28 Hopkinson Court, Basking Ridge, New Jersey 07920; (known in this Deed as the "GRANTEE"),**

**THE GRANTOR** grants and conveys all of its right, title and interest in the property described below to the GRANTEE. The GRANTOR grants and conveys the property for the sum of SEVEN HUNDRED FIFTY THOUSAND and 00/100 DOLLARS (\$750,000.00), and the GRANTOR acknowledges that it has received the money from the GRANTEE.

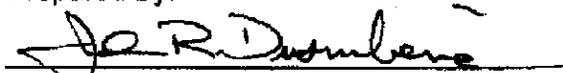
**PROPERTY DESCRIPTION.** The property consists of the land and all the buildings and structures on the land in the Township of Union, County of Hunterdon, and State of New Jersey. The legal description for the property is as set forth by metes and bounds in Schedule "A" attached hereto.

**TOGETHER WITH AND SUBJECT TO** that certain easement and right of ingress and egress over and along the lands conveyed hereby.

**SUBJECT TO** those certain easements given by the GRANTOR to the County of Hunterdon (a) along Route 513 for road right-of-way adjacent only to the Property conveyed herein; (b) a sight triangle easement at the intersection of Route 513 and Cooks Cross Road; and (c) an existing sixteen and one-half (16.5') foot right-of-way along Cooks Cross Road as shown on the Tax Map.

**PROPERTY ADDRESS.** The property is commonly known as 140 Pittstown Road (County Route 513), Pittstown, New Jersey 08867.

Prepared By:

  
**JOHN R. DUSINBERRE, ESQ.**  
An Attorney At Law of New Jersey



Instr# 8540019 Dorothy K. Tirpok  
Recorded/Filed LB Hunterdon County Clerk  
04/21/2005 11:59 Bk 2120 Pg 322 #Pg 8 DEED

Consideration: 750000.00  
Realty Tax: 6775.00 R  
Fees: 110.00

162243

**Metes and Bounds Description**  
**Block 25, Lot 35.01**  
**Union Township, Hunterdon County, New Jersey**

**DOCUMENT RECEIVED**  
**ILLEGIBLE**

Being previously known as Block 25 Lot 35 Remaining Lands as shown on a map entitled "Boundary Survey and Minor Subdivision for the State of New Jersey, Block 25 Lot 35 Located in Union Township, Hunterdon County, New Jersey" prepared by Van Cleef Engineering Associates, Lebanon, N.J. dated January 14, 2000, now known as Block 25 Lot 35.01 and being more particularly described as follows:

**BEGINNING** at a point in the centerline of Pittstown-Clinton Road, also known as County Route 513 (16.5' wide from centerline), where the same is intersected by the southeasterly corner of lands now or formerly Helen T. Barrett, Block 25 Lot 35.01 and a northeasterly corner of lands now or formerly John Deere Landscapes Inc., Block 25 Lot 35, said point being distant 1,732.03' measured northerly the various courses along the centerline of County Route 513 from its intersection with the centerline of Cooks Cross Road (41.5' wide), and from said beginning point running;

Thence (1) along said dividing line and passing over a concrete monument set on line distant 40.00' from the beginning of this course, North 67°19'00" West a distance of 500.42' to an iron pin set marking the corner;

Thence (2) continuing along the same, North 22°41'00" East a distance of 382.85' to a point at the center of an existing bridge;

Thence (3) still along the same, North 17°14'47" East a distance of 112.13' to an iron pin set marking the corner;

Thence (4) continuing along the same, said line being a southerly line of John Deere Landscapes Inc., Block 25 Lot 35, and passing over an iron pin set distant 40.00' from the terminus of this course, South 67°39'00" East a distance of 509.96' to a point in or near the centerline of County Route 513;

Thence (5) along the centerline of said road, South 22°21'00" West a distance of 188.11' to a point;

Thence (6) still along the centerline of County Route 513, South 22°41'00" West a distance of 309.34' to the POINT AND PLACE OF BEGINNING.

Containing a gross calculated area of 5.709 acres of land more or less.

Subject to a 25' wide access easement more particularly described as follows:

Beginning at a point in the center of Pittstown-Clinton Road (County Road 513), also the southeasterly corner of Block 25 Lot 35.01 and the beginning point described above, and from said beginning point running:

Thence (1) along a portion of the line dividing Block 25 Lot 35.01 and the northerly line of Block 25 Lot 35, passing over a concrete monument set on line distant 40.00' from the beginning of this course, North 67°19'00" West 173.61' to a point;

Thence (2) along a line passing through Block 25 Lot 35.01, North 39°48'00" West 140.23' to a point;

Thence (3) along the same, North 16°54'00" West 150.00' to a point;

Thence (4) still along the same, North 09°14'00" East 200.00' to a point;

Thence (5) still along the same, North 71°40'00" West 60.51' to a point on the easterly line of Block 25 Lot 35;

DOCUMENT RECEIVED  
ILLEGIBLE

Thence (6) along a portion of the easterly line of Block 25 Lot 35, North 22°41'00" East 12.54' to a point at the center of an existing bridge;

Thence (7) still along the easterly line of the same, North 17°14'47" East 12.50' to a point;

Thence (8) along a line passing through Block 25 Lot 35.01, South 71°40'00" East 59.31' to a point;

Thence (9) still along the same, North 23°40'00" East 95.10' to a point on the southerly line of Block 25 Lot 35;

Thence (10) along said line, South 67°39'00" East 25.01' to a point;

Thence (11) along a line passing through Block 25 Lot 35.01, South 23°40'00" West 106.42' to a point;

Thence (12) along the same, South 09°14'00" West 202.33' to a point;

Thence (13) still along the same, South 16°54'00" East 139.13' to a point;

Thence (14) still along the same, South 39°48'00" East 129.04' to a point;

Thence (15) still along the same, South 67°19'00" East 167.49' to a point in County Route 513;

Thence (16) along the centerline of said road, South 22°41'00" West 25.00' to the point and place of beginning.

The total area of the 25' wide access easement contains 0.472 of an acre more or less (20,582 square feet).

Subject to County Route 513 right of way easement, distant 16.5' measured westerly at right angles and parallel with courses number 5 and 6 described above for Block 25 Lot 35.01.

The above description is in accordance with a map entitled "Boundary Survey for Block 25, Lot 35.01 Remaining Lands Located in Union Township, Hunterdon County, New Jersey" prepared by Van Cleaf Engineering Associates, Lebanon, N.J. dated April 6, 2005.

**MUNICIPAL TAX MAP REFERENCE.** The property is presently known and designated as Lot 35.01, in Block 25, on the Official Tax Map of the Township of Union, County of Hunterdon, State of New Jersey.

**SOURCE OF GRANTOR'S TITLE.** The property is a portion of the same premises conveyed to the GRANTOR by a Deed from Helen T. Barrett dated June 30, 1983, which Deed was recorded in the Office of the Clerk of Hunterdon County on November 17, 1983, in Deed Book 898, at Page 533. Helen T. Barrett was an original Trustee of the Trust and died a resident of Hunterdon County, New Jersey on October 12, 2004, and the Trust provides that Herman Lazarus, III is her successor Trustee. A copy of the Trust agreement and her death certificate are attached hereto.

**THE** transfer of the property to the GRANTEE is subject to the following.

1. Lien for current real estate taxes and related charges not yet due and payable.
2. Easements and restrictions of record, if any, zoning ordinances and such facts as an accurate survey would disclose.

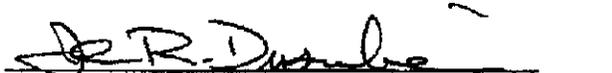
**GRANTOR'S PROMISES.** The GRANTOR promises that it has done no act to encumber the property.

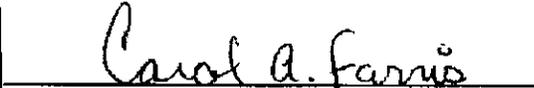
The GRANTOR has received the full payment from the GRANTEE,

**TO HAVE AND TO HOLD**, all and singular, the property described in this Deed, together with the appurtenances to it, for the GRANTEE'S proper use and benefit forever.

**SIGNATURE OF THE GRANTOR.** The GRANTOR signs this Deed as of the date at the top of the first page.

**WITNESS:**

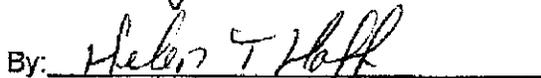
  
**JOHN R. DUSINBERRE, ESQ.**  
 An Attorney At Law of New Jersey

  
 A Notary Public of Pennsylvania

  
 A Notary Public of the State of Arizona

**THE MILKY WAY TRUST INDENTURE DATED DECEMBER 29, 1975, Seller**

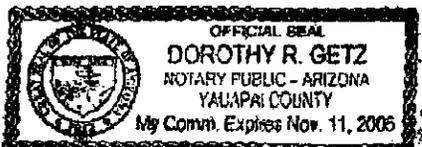
By:   
**BARRY R. MANDELBAUM, Trustee**

By:   
**HELEN T. HOFF, Trustee**

By:   
**HERMAN LAZARUS, III, Trustee**

NOTARIAL SEAL  
 CAROL A. FARRIS, Notary Public  
 Doylestown Township, Bucks County  
 My Commission Expires February 2, 2008

152243

  
 OFFICIAL SEAL  
**DOROTHY R. GETZ**  
 NOTARY PUBLIC - ARIZONA  
 YAVAPAI COUNTY  
 My Comm. Expires Nov. 11, 2006

**ACKNOWLEDGMENT**

**STATE OF ARIZONA**

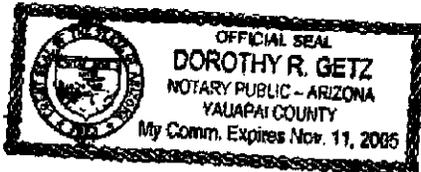
**SS:**  
**COUNTY OF** YAVAPAI

I CERTIFY that on April 8, 2005, **HERMAN LAZARUS, III**, Trustee, personally came before me and acknowledged under oath, to my satisfaction, that each person:

- (a) is named in and personally signed this Deed; and,
- (b) signed, sealed and delivered this Deed as his or her act and deed; and,
- (c) made this Deed for \$750,000.00 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. 46:15-5).

Dorothy R. Getz

A Notary Public of the State of Arizona



**ACKNOWLEDGMENT**

**COMMONWEALTH OF PENNSYLVANIA**

**COUNTY OF** Bucks

**SS:**

I CERTIFY that on April 11, 2005, **HELEN T. HOFF**, Trustee, personally came before me and acknowledged under oath, to my satisfaction, that each person:

- (a) is named in and personally signed this Deed; and,
- (b) signed, sealed and delivered this Deed as his or her act and deed; and,
- (c) made this Deed for \$750,000.00 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. 46:15-5).

Carol A. Farris

Commonwealth of Pennsylvania

NOTARIAL SEAL  
CAROL A. FARRIS, Notary Public  
Doylestown Township, Bucks County  
My Commission Expires February 2, 2008

A Notary Public of the Commonwealth  
of Pennsylvania

**ACKNOWLEDGMENT**

**STATE OF NEW JERSEY**

**ss:**

**COUNTY OF ESSEX**

I CERTIFY that on April 13, 2005, **BARRY R. MANDELBAUM**, Trustee, personally came before me and acknowledged under oath, to my satisfaction, that each person:

- (a) is named in and personally signed this Deed; and,
- (b) signed, sealed and delivered this Deed as his or her act and deed; and,
- (c) made this Deed for \$750,000.00 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. 46:15-5).

  
**JOHN R. DUSINBERRE, ESQ.**  
An Attorney At Law of New Jersey

=====

**RECORD AND RETURN TO:**

**CLOSING PARTNER, LLC**  
49 Parker Road  
Long Valley, NJ 07853

=====

152243



SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

(C.55, P.L. 2004)

(Please Print or Type)

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

Name(s)

BARRY R. MANDELBAUM, Trustee under Trust Indenture dated 12/29/1975

Current Resident Address:

Street: 155 Prospect Avenue

City, Town, Post Office

West Orange

State

NJ

Zip Code

07052

Home Phone

Business Phone

( )

( 973 ) 736-4600

PROPERTY INFORMATION (Brief Property Description)

Block(s)

25

Lot(s)

35.01

Qualifier

Street Address:

140 Pittstown Road

City, Town, Post Office

Pittstown

State

NJ

Zip Code

08867

Seller's Percentage of Ownership

100%

Consideration

\$ 750,000.00

Closing Date

4/13/05

SELLER ASSURANCES (Check the Appropriate Box)

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

SELLER(S) DECLARATION

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

April 13, 2005

Date

[Handwritten Signature]

Signature

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



Date

END OF DOCUMENT

Signature

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

# Deed

This Deed is made on August 27, 2003  
BETWEEN FARM LAND L.L.C.

whose post office address is 30 Meadow Lane  
Lebanon, New Jersey 08833

referred to as the Grantor,  
AND JOHN DEERE LANDSCAPES, INC.

whose post office address is 221 Lakefront Drive  
Point Venture, Texas 78645

referred to as the Grantee.  
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of \$1,250,000

The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of Township of Union  
Block No. 25 Lot No. 35 Qualifier No. Account No.  
 No lot and block or account number is available on the date of this Deed. (Check Box if Applicable.)

3. **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:

Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

BEING the same lands and premises conveyed to Farm Land, L.L.C. by State of New Jersey, State Agriculture Development Committee by Deed dated June 14, 2000, and recorded in the Hunterdon County Clerk's Office in Book 1241 of Deeds, on page 317.

Subject to the restrictions and limitations set forth in Schedule B attached.

Commencing at a concrete monument set marking the intersection of the proposed County Route 513 right of way line (40' wide from centerline) with the new southerly line of Block 25, Lot 35 remaining lands (5.709 acres), now or formerly Helen T. Barrett, said point of beginning having a New Jersey State Plane coordinate System NAD 1983 value of north 647534.80 and east 370116.84, and from said beginning point and in the said bearing system running:

Thence (1) along the new southerly line of Block 25, Lot 35 remaining lands, South 67 degrees 19 minutes 00 seconds East 40.00 feet to a point;

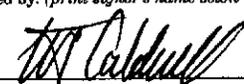


Consideration: 1250000.00  
Realty Tax: 9125.00 R  
Fees: 110.00

Instr# 8456231 Dorothy K. Tirpok  
Recorded/Filed ASB Hunterdon County Clerk  
10/20/2003 14:49 Bk 2073 Pg 389 #Pg 8 DEED

Prepared by: (print signer's name below signature)

(For Recorder's Use Only)

  
William J. Caldwell

Thence (2) along the centerline of Pittstown-Clinton Road, south 22 degrees 41 minutes 00 seconds West 411.35 feet to a point;

Thence (3) along the centerline of the same, South 22 degrees 44 minutes 00 seconds West 575.90 feet to a point;

Thence (4) along the centerline of the same, South 23 degrees 05 minutes 30 seconds West 744.78 feet to a point;

Thence (5) along the centerline of Cooks Cross Road, North 74 degrees 15 minutes 03 seconds West 1515.16 feet to a point;

Thence (6) along the easterly lines of Block 25 Lot 37 now or formerly Link's Robin Hill Farm, Inc., and Block 25 Lot 37.09 now or formerly Anita Jane Manzione, passing over a capped iron pipe found on line distant 22.26 feet from the beginning of this course and an iron pin found on line distant 1024.29 feet from the beginning of this course, North 05 degrees 49 minutes 00 seconds West 1873.85 feet to an iron pin found marking the corner;

Thence (7) along the northerly line of Block 25 Lot 37.09, North 75 degrees 47 minutes 07 seconds West 53.92 feet to an iron pin found marking the corner;

Thence (8) along the easterly lines of Block 25 Lot 32 now or formerly Joel and Kathleen Talka and Block 25 Lot 30 now or formerly Fox Chase of Hunterdon, North 10 degrees 32 minutes 21 seconds West 823.44 feet to an iron pin found marking the corner;

Thence (9) along the southerly line of Block 25, Lot 18.01 now or formerly Barbara T. Hamberger, North 80 degrees 44 minutes 45 seconds East 2048.69 feet to a stone found marking the corner;

Thence (10) along the southerly line of the same, South 42 degrees 54 minutes 15 seconds East 530.52 feet to a stone found marking the corner;

Thence (11) along the westerly line of the same, South 27 degrees 20 minutes 45 seconds West 187.44 feet to a point;

Thence (12) along the southerly line of the same, passing over an iron bar found on line distant 0.40 feet from the beginning of this course and an iron pin set on line distant 40.07 feet from the terminus of this course, South 64 degrees 29 minutes 15 seconds East 696.30 feet to a point;

Thence (13) along the centerline of Pittstown-Clinton Road, South 22 degrees 04 minutes 39 seconds West 480.93 feet to a point;

Thence (14) along the centerline of the same, South 22 degrees 21 minutes 00 seconds West 77.68 feet to a point;

Thence (15) along the new northerly line of Block 25 Lot 35 Remaining Lands (5.709 acres), passing over an iron pin set distant 40.00 feet from the beginning of this course, North 67 degrees 39 minutes 00 seconds West 509.96 feet to an iron pin set marking the corner;

Thence (16) along the new westerly line of the same, South 17 degrees 14 minutes 47 seconds West 112.13 feet to the center of an existing bridge;

Thence (17) along the new westerly line of the same, South 22 degrees 41 minutes 00 seconds West 382.85 feet to an iron pin set marking the corner;

Thence (18) along the new southerly line of the same, South 67 degrees 19 minutes 00 seconds East 460.42 feet to the POINT AND PLACE OF BEGINNING.

The total area of the survey parcel contains 149.770 acres of land more or less.

Together with a 25' wide access easement through Block 25 Lot 35 Remaining Lands (5.709 acres), more particularly described as follows:

COMMENCING at the most southeasterly corner of Block 25 Lot 35 Remaining Lands (5.709 acres) located in the centerline of County Road 513, also the terminus of course no. 1 described

above for Block 25 Lot 35, and from said beginning point running;

Thence (1) along the new southerly line of Block 25 Lot 35 Remaining Lands, passing over a concrete monument set on line distant 40.00 feet from the beginning of this course, North 67 degrees 19 minutes 00 seconds West 173.61 feet to a point;

Thence (2) along a line passing through the same, North 39 degrees 48 minutes 00 seconds West 140.23 feet to a point;

Thence (3) still along the same, North 16 degrees 54 minutes 00 seconds West 150.00 feet to a point;

Thence (4) still along the same, North 09 degrees 14 minutes 00 seconds East 200.00 feet to a point;

Thence (5) still along the same, North 71 degrees 40 minutes 00 seconds West 60.51 feet to a point;

Thence (6) along the new easterly line of Block 25 Lot 35, North 22 degrees 41 minutes 00 seconds East 12.54 feet to a point in the center of an existing bridge;

Thence (7) still along the same, North 17 degrees 14 minutes 47 seconds East 12.50 feet to a point;

Thence (8) along a line passing through Block 25 Lot 35 Remaining Lands, South 71 degrees 40 minutes 00 seconds East 59.31 feet to a point;

Thence (9) still along the same, North 23 degrees 40 minutes 00 seconds East 95.10 feet to a point;

Thence (10) along the new southerly line of Block 25 Lot 35, South 67 degrees 39 minutes 00 seconds East 25.01 feet to a point;

Thence (11) along a line passing through Block 25 Lot 35 Remaining Lands, south 23 degrees 40 minutes 00 seconds West 106.42 feet to a point;

Thence (12) still along the same, South 09 degrees 14 minutes 00 seconds West 202.33 feet to a point;

Thence (13) still along the same, South 16 degrees 54 minutes 00 seconds East 139.13 feet to a point;

Thence (14) still along the same, South 39 degrees 48 minutes 00 seconds East 129.04 feet to a point;

Thence (15) still along the same, South 67 degrees 19 minutes 00 seconds East 167.49 feet to a point;

Thence (16) along the centerline of County Road 513, South 22 degrees 41 minutes 00 seconds West 25.00 feet to the POINT AND PLACE OF BEGINNING.

Containing a calculated area of 0.472 of an acre more or less, or 20,578 square feet.

Subject to a 16.5' wide Cooks Cross Road right of way easement measured northerly at right angles and parallel to course no. 1 described above for Block 25 Lot 35, beginning in the westerly sideline of County Road 513.

Containing a calculated area of 0.560 of an acre more or less, or 24,406 square feet.

Subject to a 40 foot wide County Road 513 right of way easement recorded in Deed Book 1235, page 308.

Containing a total calculated area of 2.107 acres more or less, or 91,768 square feet.

Subject to a Sight Triangle Easement recorded in Deed Book 1235, page 308.

Containing a calculated area of 0.069 of an acre, or 3,000 square feet.

Subject to the rights to use an existing dirt drive and subsequent driveway improvements crossing several properties from Race Street as recorded in Deed Book 1008 pages 988-996.

Subject to the rights of the public in and along County Road No. 513 and Cooks Cross Road as they may exist.

Subject to public and private rights as they may exist in and along the streams and other water courses.

Subject to New Jersey Power & Light Co. easements recorded in Deed Books 386 page 436, 475 page 141,475 page 157,481 page 308 and 744 page 724.

Subject to rights of crossing recorded in Deed Books 291 page 151, 396 page 107, and 428 page 227.

Subject to a pole line easement recorded in Deed Book 432 page 240.

Subject to agreements recorded in Deed Book 564 page 17 and 564 page 19.

The above description was written pursuant to a boundary survey and minor subdivision of the property designated as Block 25 Lot 35, on the municipal tax map of Union Township, County of Hunterdon, State of New Jersey.

Said survey was prepared by Van Cleef Engineering Associates, Lebanon, New Jersey on January 14, 2000 and marked as file No. B25/L35.

## SCHEDULE B

The Grantee, Grantee's heirs, executors, successors and assigns by acceptance of this deed promises that the property (also referred to as '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. All nonagricultural uses are prohibited except as expressly provided in this Deed.
4. 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.
5. 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.
6. 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. Grantee shall obtain within one year of the date of this Deed, a farm conservation plan approved by the local soil conservation district.
  - ii. Grantee's long term objectives shall conform with the provisions of the farm conservation plan.
7. Grantor and its agents shall be permitted access to, and to enter upon, the Premises at all reasonable times, but solely for the purpose of inspection in order to enforce and assure compliance with the terms and conditions of this Deed. Grantor agrees to give Grantee 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.
8. Grantee 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.
9. 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 or as otherwise provided by law.
10. Nothing shall impose upon the Grantee any duty to maintain the Premises in any particular state, or condition, except as provided for in this Deed.
11. Nothing in this Deed shall be deemed to restrict the right of Grantee to maintain all roads and trails existing upon the Premises as of the date of this Deed. Grantee shall be permitted to construct, improve or reconstruct any roadway necessary to service crops, bogs, agricultural buildings, or reservoirs as may be necessary.
12. At the time of this conveyance, Grantor certifies that there are zero(0) existing single family residential buildings on the Premises and zero (0) residential buildings used for agricultural labor purposes. Grantee 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. Grantee may construct any new buildings for agricultural purposes. The construction of any new buildings for residential use, regardless of its purpose, shall be prohibited except as follows:
- i. To provide structures for housing of agricultural labor employed on the Premises but only with the approval of the Grantor. If Grantor grants approval for the construction of agricultural labor housing, such housing shall not be used as a residence for Grantee, Grantee's spouse, Grantee's parents, Grantee's lineal descendants, adopted or natural, Grantee's spouse's parents, Grantee's spouse's lineal descendants, adopted or natural; and
  - ii. To construct a single family residential building anywhere on the Premises in order to replace any single family residential building in existence at the time of conveyance of this Deed but only with the approval of the Grantor.
  - iii. One residual dwelling site opportunity has been allocated pursuant to the provisions of N.J.A.C. 2:76-6.17. The Grantee's request to exercise a residual dwelling site opportunity shall comply with the rules promulgated by the Grantor in effect at the time the request is initiated.

In the event a division of the Premises occurs in compliance with deed restriction No. 14 below, the Grantee shall prepare or cause to be prepared a Corrective Deed reflecting the reallocation of the residual dwelling site opportunities to the respective divided lots. The Corrective Deed shall be recorded with the County Clerk. A copy of the recorded Corrective Deed shall be provided to the Committee.

In the event a residual dwelling site opportunity has been approved by the Grantor, the Grantee shall prepare or cause to be prepared a Corrective Deed at the time of Grantor's approval. The Corrective Deed shall reflect the reduction of residual dwelling site opportunities allocated to the Premises. The Corrective Deed shall be recorded with the County Clerk. A copy of the recorded Corrective Deed shall be provided to the Grantor.

For the purpose of this Deed:

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

"Residual dwelling site" means the location of the residential unit and other appurtenant structures.

"Residential unit" means the residential building to be used for single family residential housing and its appurtenant uses. The construction and use of the residential unit shall be for agricultural purposes.

"Use for agricultural purposes" as related to the exercise of a residual dwelling site opportunity and the continued use of the residential unit constructed thereto, means at least one person residing in the residential unit shall be regularly engaged in common farmsite activities on the Premises including, but not limited to: production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage, water management and grazing.

- 14. The land and its buildings which are affected may be sold collectively or individually for continued agricultural use as defined in Section 2 of this Deed. However, no division of the land shall be permitted without the approval in writing of the Grantor. In order for the Grantee to receive approval, the Grantor must find that the division shall be for an agricultural purpose and result in agriculturally viable parcels. Division means any division of the Premises, for any purpose, subsequent to the effective date of this Deed.
  - i. For purposes of this Deed, "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.
- 15. In the event of any violation of the terms and conditions of this Deed, Grantor 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. Grantor does 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 by a prior failure to act.
- 16. This Deed imposes no obligation or restriction on the Grantee's use of the Premises except as specifically set forth in this Deed.
- 17. This Deed is binding upon the Grantee, the Grantee's heirs, executors, administrators, personal or legal representatives, successors and assigns and the Grantor; 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.
- 18. Throughout this Deed, the singular shall include the plural, and the masculine shall include the feminine, unless the text indicates otherwise.
- 19. The word 'Grantee' shall mean any and all persons who lawfully succeed to the rights and responsibilities of the Grantee, including but not limited to the Grantee's heirs, executors, administrators, personal or legal representatives, successors and assigns.
- 20. Wherever in this Deed 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.
- 21. Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns retains 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 Grantor as may be permitted by the laws of the State of New Jersey in the future.
- 22. 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, 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. For this purpose, the Grantor'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 Grantor 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 Grantor at the time of the initial acquisition, which is identified as (5,400/8,000).

The street address of the Property is: 150 Pittstown Road  
Pittstown, New Jersey 08867

**4. 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).

**5. Signatures.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

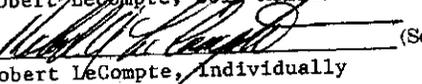
Witnessed by

  
William J. Caldwell

FARM LAND L.L.C.

By  (Seal)

Robert LeCompte, Sole Member

 (Seal)

Robert LeCompte, Individually

STATE OF NEW JERSEY, COUNTY OF HUNTERDON  
I CERTIFY that on August 27, 2003

SS:

Robert LeCompte, Sole Member of Farm Land, L.L.C.  
personally came before me and stated to my satisfaction that this person (or if more than one, each person):  
(a) was the maker of this Deed; and,  
(b) executed this Deed as his or her own act.

RECORD AND RETURN TO:

Chicago Title Ins.  
400 W. Main St  
Riverhead, N.Y. 11901

  
William J. Caldwell  
Attorney at Law of New Jersey  
Print name and title below signature



Prepared by Ronald Mueller  
Ronald Mueller, Esq.

**DEED**



This Deed is made on July 28, 2004,

Instr# 8508107 Dorothy K. Tirpok  
Recorded/Filed ASB Hunterdon County Clerk  
08/04/2004 08:49 Bk 2098 Pg 453 #Pg 5 DEED

**BETWEEN JOHN DEERE LANDSCAPES, INC.**, a corporation of the state of Delaware, whose address is 5610 McGinnis Ferry Road, Alpharetta, GA 30005, referred to as the Grantor,

**AND GRACE K. CULBERTSON, unmarried**, whose address is Blue Mill Road, Morristown, NJ 07960, 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 ONE MILLION ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$1,150,000.00). The Grantor acknowledges receipt of this money.

**Tax Map Reference.** (N.J.S.A. 46:15-2.1) Municipality of Union Township  
Block No. 25 Lot No. 35 & 35Q

**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 attached to this deed.

BEING the same land and premises conveyed by Farm Land, L.L.C. to John Deere Landscapes, Inc. by deed dated August 27, 2003 and recorded in the Hunterdon County Clerk's Office on October 20, 2003 in Deed Book 2073, Page 389&c.

Consideration: 1150000.00  
Realty Tax: 8345.00 R  
Fee: 80.00

D E S C R I P T I O N

ALL THAT CERTAIN TRACT, PARCEL AND LOT OF LAND LYING AND BEING SITUATE IN THE TOWNSHIP OF UNION, COUNTY OF HUNTERDON, STATE OF NEW JERSEY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT SET MARKING THE INTERSECTION OF THE COUNTY ROAD ROUTE 513 RIGHT OF WAY LINE (40 FEET WIDE FROM CENTERLINE) WITH THE SOUTHERLY LINE OF BLOCK 25, LOT 35.01, NOW OR FORMERLY HELEN T. BARRETT, SAID POINT OF BEGINNING HAVING A NEW JERSEY STATE PLAN COORDINATE SYSTEM NAD 1983 VALUE OF NORTH 647534.80 AND EAST 370116.84, AND FROM SAID BEGINNING POINT IN THE SAID BEARING SYSTEM RUNNING: THENCE

1. ALONG THE SOUTHERLY LINE OF BLOCK 25, LOT 35.01, SOUTH 67 DEGREES 19 MINUTES 00 SECONDS EAST, 40.00 FEET TO A POINT; THENCE
2. ALONG THE CENTER LINE OF PITTSTOWN-CLINTON ROAD, SOUTH 22 DEGREES 41 MINUTES 00 SECONDS WEST, 411.35 FEET TO A POINT; THENCE
3. ALONG THE CENTER LINE OF THE SAME, SOUTH 22 DEGREES 44 MINUTES 00 SECONDS WEST, 575.90 FEET TO A POINT; THENCE
4. ALONG THE CENTER LINE OF THE SAME, SOUTH 23 DEGREES 05 MINUTES 30 SECONDS WEST, 744.78 FEET TO A POINT; THENCE
5. ALONG THE CENTER LINE OF COOKS CROSS ROAD, NORTH 74 DEGREES 15 MINUTES 03 SECONDS WEST 1515.16 FEET TO A POINT; THENCE
6. ALONG THE EASTERLY LINE OF BLOCK 25, LOT 37, NOW OR FORMERLY LINK'S ROBIN HILL FARM, INC., AND BLOCK 25, LOT 37.09, NOW OR FORMERLY ANITA JANE MANZIONE, PASSING OVER A CAPPED IRON PIPE FOUND ON LINE DISTANT 22.26 FEET FROM THE BEGINNING OF THIS COURSE AND AN IRON PIPE FOUND ON LINE DISTANT 1024.29 FEET FROM THE BEGINNING OF THIS COURSE, NORTH 05 DEGREES 49 MINUTES 00 SECONDS WEST, 1873.85 FEET TO AN IRON PIN FOUND MARKING THE CORNER; THENCE
7. ALONG THE NORTHERLY LINE OF BLOCK 25, LOT 37.09, NORTH 75 DEGREES 47 MINUTES 07 SECONDS WEST, 53.92 FEET TO AN IRON PIN FOUND MARKING THE CORNER; THENCE
8. ALONG THE EASTERLY LINES OF BLOCK 25, LOT 32, NOW OR FORMERLY JOEL TALKA, AND BLOCK 25, LOT 30, NOW OR FORMERLY PIZZO, PIZZO AND HEITZ LLC, NORTH 10 DEGREES 32 MINUTES 21 SECONDS WEST, 823.44 FEET TO AN IRON PIN FOUND MARKING THE CORNER; THENCE

9. ALONG THE SOUTHERLY LINE OF OF BLOCK 25, LOT 18.01, NOW OR FORMERLY BARBARA T. HAMBERGER, NORTH 80 DEGREES 44 MINUTES 45 SECONDS EAST, 2048.69 FEET TO A STONE FOUND MARKING THE CORNER; THENCE

10. ALONG THE SOUTHERLY LINE OF THE SAME, SOUTH 42 DEGREES 54 MINUTES 15 SECONDS EAST, 530.52 FEET TO A STONE FOUND MARKING THE CORNER; THENCE

11. ALONG THE WESTERLY LINE OF THE SAME, SOUTH 27 DEGREES 20 MINUTES 45 SECONDS WEST, 187.44 FEET TO A POINT; THENCE

12. ALONG THE SLY LINE OF THE SAME, PASSING OVER AN IRON BAR FOUND ON LINE DISTANT 0.40 FEET FROM THE BEGINNING OF THIS COURSE AND AN IRON PIN SET ON LINE DISTANT 40.07 FEET FROM THE TERMINUS OF THIS COURSE, SOUTH 64 DEGREES 29 MINUTES 15 SECONDS EAST, 696.30 FEET TO A POINT; THENCE

13. ALONG THE CENTER LINE OF PITTSTOWN-CLINTON ROAD, SOUTH 22 DEGREES 04 MINUTES 39 SECONDS WEST, 480.93 FEET TO A POINT; THENCE

14. ALONG THE CENTER LINE OF THE SAME, SOUTH 22 DEGREES 21 MINUTES 00 SECONDS WEST, 77.68 FEET TO A POINT; THENCE

15. ALONG THE NORTHERLY LINE OF BLOCK 25, LOT 35.01, PASSING OVER AN IRON PIN SET DISTANT 40.00 FEET FROM THE BEGINNING OF THIS COURSE, NORTH 67 DEGREES 39 MINUTES 00 SECONDS WEST, 509.96 FEET TO AN IRON PIN MARKING THE CORNER; THENCE

16. ALONG THE WESTERLY LINE OF THE SAME, SOUTH 17 DEGREES 14 MINUTES 47 SECONDS WEST, 112.13 FEET TO THE CENTER OF AN EXISTING BRIDGE; THENCE

17. ALONG THE NEW WESTERLY LINE OF THE SAME, SOUTH 22 DEGREES 41 MINUTES 00 SECONDS WEST, 382.85 FEET TO AN IRON PIN SET MARKING THE CORNER; THENCE

18. ALONG THE SOUTHERLY LINE OF THE SAME, SOUTH 67 DEGREES 19 MINUTES 00 SECONDS EAST, 460.42 FEET TO THE POINT AND PLACE OF BEGINNING.

TOGETHER WITH A 25 FOOT WIDE ACCESS EASEMENT THROUGH BLOCK 25, LOT 35.01, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST SOUTHEASTERLY CORNER OF BLOCK 25, LOT 35.01, LOCATED IN THE CENTER LINE OF COUNTY ROAD 513, ALSO THE TERMINUS OF COURSE NO. 1 DESCRIBED ABOVE FOR BLOCK 25, LOT 35, AND FROM SAID BEGINNING POINT RUNNING:

1. ALONG THE SOUTHERLY LINE OF BLOCK 25, LOT 35.01, PASSING OVER A CONCRETE MONUMENT SET ON LINE DISTANT 40.00 FEET FROM THE BEGINNING OF THIS COURSE, NORTH 67 DEGREES 19 MINUTES 00 SECONDS WEST, 173.61 FEET TO A POINT; THENCE

2. ALONG A LINE PASSING THROUGH THE SAME, NORTH 39 DEGREES 48 MINUTES 00 SECONDS WEST, 140.23 FEET TO A POINT; THENCE

3. STILL ALONG THE SAME, NORTH 16 DEGREES 54 MINUTES 00 SECONDS WEST, 150.00 FEET TO A POINT; THENCE
4. STILL ALONG THE SAME, NORTH 09 DEGREES 14 MINUTES 00 SECONDS EAST, 200.00 FEET TO A POINT; THENCE
5. STILL ALONG THE SAME, NORTH 71 DEGREES 40 MINUTES 00 SECONDS WEST, 60.51 FEET TO A POINT; THENCE
6. ALONG THE EASTERLY LINE OF BLOCK 25, LOT 35, NORTH 22 DEGREES 41 MINUTES 00 SECONDS EAST, 12.54 FEET TO A POINT IN THE CENTER OF AN EXISTING BRIDGE; THENCE
7. STILL ALONG THE SAME, NORTH 17 DEGREES 14 MINUTES 47 SECONDS EAST, 12.50 FEET TO A POINT; THENCE
8. ALONG A LINE PASSING THROUGH BLOCK 25, LOT 35.01, SOUTH 71 DEGREES 40 MINUTES 00 SECONDS EAST, 59.31 FEET TO A POINT; THENCE
9. STILL ALONG THE SAME, NORTH 23 DEGREES 40 MINUTES 00 SECONDS EAST, 95.10 FEET TO A POINT; THENCE
10. ALONG THE SOUTHERLY LINE OF BLOCK 25, LOT 35, SOUTH 67 DEGREES 39 MINUTES 00 SECONDS EAST, 25.01 FEET TO A POINT; THENCE
11. ALONG A LINE PASSING THROUGH BLOCK 25, LOT 35.01, SOUTH 23 DEGREES 40 MINUTES 00 SECONDS WEST, 106.42 FEET TO A POINT; THENCE
12. STILL ALONG THE SAME, SOUTH 09 DEGREES 14 MINUTES 00 SECONDS WEST, 202.33 FEET TO A POINT; THENCE
13. STILL ALONG THE SAME, SOUTH 16 DEGREES 54 MINUTES 00 SECONDS EAST, 139.13 FEET TO A POINT; THENCE
14. STILL ALONG THE SAME, SOUTH 39 DEGREES 48 MINUTES 00 SECONDS EAST, 129.04 FEET TO A POINT; THENCE
15. STILL ALONG THE SAME, SOUTH 67 DEGREES 19 MINUTES 00 SECONDS EAST, 167.49 FEET TO A POINT; THENCE
16. ALONG THE CENTER LINE OF COUNTY ROAD 513, SOUTH 22 DEGREES 41 MINUTES 00 SECONDS WEST, 25.00 FEET TO THE POINT AND PLACE OF BEGINNING.

THE FOREGOING DESCRIPTION BEING IN ACCORDANCE WITH A SURVEY PREPARED BY VAN CLEEF ENGINEERING ASSOCIATES, DATED AUGUST 21, 2003.

THIS CONVEYANCE IS SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

**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).

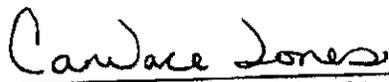
**Signatures.** The Grantor signs this Deed as of the date at the top of the first page. Its corporate seal is affixed.

John Deere Landscapes, Inc.

By:   
David P. Werning, President

STATE OF ILLINOIS, COUNTY OF ROCK ISLAND SS.:

I certify that on July 28, 2004, David P. Werning personally came before me and acknowledged under oath, to my satisfaction, that this person: (a) was the subscriber of the attached deed; (b) was authorized to and did execute this deed as President of John Deere Landscapes, Inc.; (c) executed this as the act of the entity named in this deed; and (d) made this deed for \$1,150,000.00 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. 46:15-5).

  
A Notary Public of the State of Illinois

**Record and Return to:**  
Willard Bergman, Jr., Esq.  
Schenck, Price, Smith & King, LLP  
10 Washington Street, PO Box 905  
Morristown, New Jersey 07963-0905



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