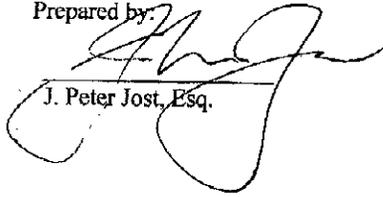


Prepared by:



J. Peter Jost, Esq.

DEED

THIS DEED is made as of January 26, 2010.

BETWEEN: THE TOWNSHIP OF UNION, in the County of Hunterdon, a municipal corporation and public body politic of the State of New Jersey, having its municipal offices at 140 Perryville Road, Hampton, New Jersey 08827

and is referred to as the GRANTOR,

AND: FOUR FURLONGS FARM, LLC, a limited liability company of the State of New Jersey, 101 Homestead Road, P.O. Box 16, Oldwick, New Jersey 08858

and is 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 Two Hundred Ten Thousand and Zero/100 ...(\$1,210,000.00) Dollars**

The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of **Union Township**
Block No. **29** Lot No. **13** Account No.

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

See **Schedule A** attached hereto and made a part hereof.

The property conveyed herein is a preserved farm, and this conveyance evidenced by this Deed is made under and is subject to a Deed of Easement from the Township of Union, as Grantor, to the Township of Union, as Grantee, dated October 21, 2009

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Consulting, Municipal & Environmental Engineers
Planners • Surveyors • Landscape Architects

Perryville III Corporate Park
53 Frontage Road, Suite 120
P.O. Box 4017 Clinton, N.J. 08809
Tel: 908.238.0900 • Fax: 908.238.0901

DESCRIPTION OF PROPERTY
UNION TOWNSHIP
HUNTERDON COUNTY, NEW JERSEY

BLOCK 29, LOT 13
MC PROJECT NO. 09001316A
JANUARY 21, 2010

All that certain lot, tract or parcel of land situate, lying and being in the Township of Union, in the County of Hunterdon and the State of New Jersey, known as Lot 13 in Block 29 as shown on a certain map entitled: "Boundary Survey for Four Furlongs Farm, LLC, Lot 13, Block 29, Township of Union, Hunterdon County, New Jersey", prepared by Maser Consulting, P.A., dated Jan. 21, 2010, also as shown on sheet number 11 of the Official Tax Map of the Township of Union and being more particularly bounded and described as follows to wit:

BEGINNING at a point in the northeasterly line of Lot 17, Block 29 (lands now or formerly Helen D. Happel), said point being an angle point in the northerly line of Lot 13.01, Block 29 (lands now or formerly Bruce & Karen Harrison), said point marked by an old planted stone found, said beginning point as previously set forth in Deed Book 1237, Page 453, and also recorded in Deed Book 1250, Page 606 & c., and running thence-

1. **N 32° 23' 38" W, 1,768.62 feet** along the aforesaid northeasterly line of Lot 17, Block 29 (lands now or formerly Helen D. Happel) to a point in the same, thence-
2. **N 38° 14' 48" E, 137.94 feet** along the southeasterly line of Lot 18, Block 29 (lands now or formerly Chester III & Kris Smalley) to a point marked by an old iron/stone found, thence-
3. **N 53° 23' 18" W, 1,041.23 feet** along the northeasterly line of the aforesaid Lot 18, Block 29 (lands now or formerly Chester III & Kris Smalley), and beyond along the northeasterly line of Lot 19, Block 29 (lands now or formerly Patrick Dziubek), and beyond along the northeasterly line of Lot 23, Block 29 (lands now or formerly Michael Morrone) to a point marked by an iron pin found in the southeasterly line of Lot 27, Block 29 (lands now or formerly Edward J. Kuchman), thence-
4. **N 66° 10' 10" E, 1,415.65 feet** along the aforesaid southeasterly line of Lot 27, Block 29 (lands now or formerly Edward J. Kuchman), and beyond along the southeasterly line of Lot 17, Block 29.03 (lands now or formerly Applied Wastewater Management Inc.) to a point marked by an old planted stone found in the "Old Society Line" as shown on the aforesaid boundary survey, thence-
5. **S 38° 30' 27" E, 23.10 feet** along a portion of the aforesaid "Old Society Line" to a point marked by an iron pin found in the same, thence-
6. **N 66° 43' 14" E, 365.64 feet** passing over an concrete monument found **12.50 feet** measured from the terminus of the herein described course, to a point in the westerly line of Lot 7, Block 30 (lands now or formerly SSF Acquisition LLC), said point being near the westerly edge of pavement of Perryville Road, said point marked by an iron pin found, thence-



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**BLOCK 29, LOT 13
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7. **S 11° 39' 42" E, 315.13 feet** along the aforesaid westerly line of Lot 7, Block 30, also along or near the aforesaid Perryville Road to an angle point in the westerly line of said Lot 7, said angle point marked by an iron pin found, thence-
8. **S 29° 36' 38" E, 536.77 feet** along the same to an angle point in the westerly line of said Lot 7, said angle point marked by a railroad spike found, thence-
9. **S 35° 18' 51" E, 727.51 feet** still along the same to a point in the southwesterly line of Lot 7.01, Block 30 (lands now or formerly Andrew Duda), thence-
10. **S 47° 09' 36" W, 87.05 feet** along the northwesterly line of Lot 6.01, Block 30 (lands now or formerly John S. Vidota), and beyond crossing over the aforesaid Perryville Road, and beyond passing over a concrete monument found measured **36.48 feet** from the terminus of the herein described course, to a point in the aforesaid "Old Society Line", said point marked by an old planted stone found, thence-
11. **S 38° 54' 03" E, 1,458.39 feet** along the southwesterly line of the aforesaid Lot 6.01, Block 30 (lands now or formerly John S. Vidota), passing over a concrete monument found measured **202.93 feet** from the origin of the herein described course, and beyond along the southwesterly line of Lot 6.02, Block 30 (lands now or formerly Anthony Hathaway), and beyond along the southwesterly line of Lot 6.03, Block 30 (now or formerly lands of Gary B. Marsh), and beyond along the southwesterly line of Lot 6.05, Block 30 (lands now or formerly Jessica A. Lacosta), and beyond along the southwesterly line of Lot 6, Block 30 (lands now or formerly Thomas & Heather Volkman), also along or near the aforesaid Perryville Road to a point in or near the intersection of the said Perryville Road with Pittstown Road (County Route 513) (80' wide right-of-way), thence-
12. **S 47° 32' 08" W, 143.17 feet** along or near the middle of the aforesaid Pittstown Road (County Route 513) to a point of curvature in the same, thence-
13. **SOUTHWESTWARDLY** on an arc having a radius of **1,086.00 feet** and curving to the right, an arc distance of **343.54 feet**, (Central Angle 18°07'28"), said arc being connected by a chord distance of **342.11 feet** and a chord bearing of **S 56° 35' 52" W** still along or near the middle of the aforesaid Pittstown Road (County Route 513) to a point of tangency in the same, thence-
14. **S 65° 39' 36" W, 457.62 feet** along or near the middle of the aforesaid Pittstown Road (County Route 513) to a point of curvature in the same, thence-



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15. **SOUTHWESTWARDLY** on an arc having a radius of **970.00 feet** and curving to the left, an arc distance of **152.84 feet**, (Central Angle $09^{\circ}01'40''$), said arc being connected by a chord distance of **152.68 feet** and a chord bearing of **S $61^{\circ}08'46''$ W** still along or near the middle of the aforesaid Pittstown Road (County Route 513) to a point in the same, thence-

16. **N $32^{\circ}36'02''$ W, 217.04 feet** along the northeasterly line of the aforesaid Lot 13.01, Block 29 (lands now or formerly Bruce & Karen Harrison), passing over an concrete monument found **40.00 feet** measured from the origin of the herein described course, to a point in the northerly line of the same, said point being marked by an iron pin found, thence-

17. **N $89^{\circ}15'01''$ W, 489.97 feet** along the aforesaid northerly line of Lot 13.01, Block 29 (lands now or formerly Bruce & Karen Harrison) to the Point and Place of **BEGINNING**.

CONTAINING: 4,371,820 sq. ft. of land more or less/or **100.363 acres** of land more or less.

The above described tract of land being all of Lot 13 and former Lot 12 in Block 29 as merged and known as Lot 13 as recorded in Deed Book 1250, Page 606 & c.

The above described tract of land as shown on the above boundary survey and Union Township Tax Map Sheet 11 contains a total gross acreage of 100.363 acres (4,371,820 s.f.), less area in right of way in Pittstown Road (County Route 513) of 1.005 acres (43,799 s.f.), less area in right of way in Perryville Road of 1.470 acres (64,036 s.f.), leaves a net acquisition parcel area of 97.888 acres (4,263,985 s.f.), as recorded in Deed Book 1250, Page 606 & c.

Bearings cited herein refer to the New Jersey State Plane Coordinate System, NAD 83.

EXCEPTING AND RESERVING: from the above described Lot 13, Block 29 the rights of the public in the use of Pittstown Road (County Route 513) (80' wide right-of-way) as recorded in Deed Book 1250, Page 606 & c., and being more particularly described as follows:

BEGINNING at a point in or near the intersection of Perryville Road and Pittstown Road (County Route 513), said point marking the terminus of course #11 in the above described Lot 13, Block 29, and running thence-

1. **S $47^{\circ}32'08''$ W, 143.17 feet** along or near the middle of the aforesaid Pittstown Road (County Route 513) to a point of curvature in the same, thence-
2. **SOUTHWESTWARDLY** on an arc having a radius of **1,086.00 feet** and curving to the right, an arc distance of **343.54 feet**, (Central Angle $18^{\circ}07'28''$), said arc being connected by a chord



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BLOCK 29, LOT 13
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3. distance of **342.11 feet** and a chord bearing of **S 56° 35' 52" W** still along or near the middle of the aforesaid Pittstown Road (County Route 513) to a point of tangency in the same, thence-
4. **S 65° 39' 36" W, 457.62 feet** along or near the middle of the aforesaid Pittstown Road (County Route 513) to a point of curvature in the same, thence-
5. **SOUTHWESTWARDLY** on an arc having a radius of **970.00 feet** and curving to the left, an arc distance of **152.84 feet**, (Central Angle 09°01'40"), said arc being connected by a chord distance of **152.68 feet** and a chord bearing of **S 61° 08' 46" W** still along or near the middle of the aforesaid Pittstown Road (County Route 513) to a point in the same, thence-
6. **N 32° 36' 02" W, 40.00 feet** along the northeasterly line of the aforesaid Lot 13.01, Block 29 (lands now or formerly Bruce & Karen Harrison), to a point in line of the same, said point being marked by a concrete monument found, thence-
7. **NORTHEASTWARDLY** on an arc having a radius of **1,010.00 feet** and curving to the right, an arc distance of **158.60 feet**, (Central Angle 08°59'51"), said arc being connected by a chord distance of **158.44 feet** and a chord bearing of **N 61° 09' 41" E** along the northwesterly line of Pittstown Road (County Route 513) to a point of tangency in the same, thence-
8. **N 65° 39' 36" E, 457.62 feet** along the aforesaid northwesterly line of Pittstown Road (County Route 513) to a point of curvature in the same, thence-
9. **NORTHEASTWARDLY** on an arc having a radius of **1,046.00 feet** and curving to the left, an arc distance of **330.88 feet**, (Central Angle 18°07'28"), said arc being connected by a chord distance of **329.50 feet** and a chord bearing of **N 56° 35' 52" E** along the same to a point of tangency in the same, thence-
10. **N 47° 32' 08" E, 145.66 feet** along the same to a point in the aforesaid Perryville Road, said point also being in line of course #11 of the above described Lot 13, Block 29, thence-
11. **S 38° 54' 03" E, 40.08 feet** to the Point and Place of **BEGINNING**.

CONTAINING: 43,799 sq. ft. of land more or less/or 1.005 acres of land more or less.

ALSO EXCEPTING AND RESERVING: from the above described Lot 13, Block 29, the rights of the public in the use of Perryville Road, known as Perryville Road - Parcel Number 1 as recorded in Deed Book 1250, Page 606 & c., and being more particularly described as follows:



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BEGINNING at a point marking the terminus of course #6 in the above described Lot 13, Block 29, said point being in the westerly line of Lot 7, Block 30 (lands now or formerly SSF Acquisition LLC), said point being near the westerly edge of pavement of Perryville Road, said point marked by an iron pin found, and running thence-

1. **S 11° 39' 42" E, 315.13 feet** along the aforesaid westerly line of Lot 7, Block 30, also along or near the aforesaid Perryville Road to an angle point in the westerly line of said Lot 7, said angle point marked by an iron pin found, thence-
2. **S 29° 36' 38" E, 536.77 feet** along the same to an angle point in the westerly line of said Lot 7, said angle point marked by a railroad spike found, thence-
3. **S 35° 18' 51" E, 727.51 feet** still along the same to a point in the southwesterly line of Lot 7.01, Block 30 (lands now or formerly Andrew Duda), thence-
4. **S 47° 09' 36" W, 50.57 feet** along the northwesterly line of Lot 6.01, Block 30 (lands now or formerly John S. Vidota), and crossing over the aforesaid Perryville Road, to a point being measured 25 feet at right angles from the centerline of said road, said point marked by a concrete monument found, thence-
5. **NORTHWESTWARDLY** on an arc having a radius of **2,228.51 feet** and curving to the left, an arc distance of **320.70 feet**, (Central Angle 08°14'43"), said arc being connected by a chord distance of **320.43 feet** and a chord bearing of **N 30° 19' 46" W** along the southwesterly line of Perryville Road (variable width right-of-way) to a point of tangency in the same, thence-
6. **N 34° 27' 08" W, 598.63 feet** along the aforesaid southwesterly line of Perryville Road (variable width right-of-way) to a point of curvature in the same, thence-
7. **NORTHWESTWARDLY** on an arc having a radius of **1298.52 feet** and curving to the right, an arc distance of **674.27 feet**, (Central Angle 29°45'05"), said arc being connected by a chord distance of **666.72 feet** and a chord bearing of **N 19° 34' 35" W** along the same to a point in course #6 of the above described Lot 13, Block 29, said point marked by a concrete monument found, thence-
8. **N 66° 43' 14" E, 12.50 feet** along a portion of the aforesaid course #6 of the above described Lot 13, Block 29 to the Point and Place of **BEGINNING**.

CONTAINING: 39,063 sq. ft. of land more or less/or 0.897 acres of land more or less.



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**BLOCK 29, LOT 13
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ALSO EXCEPTING AND RESERVING: from the above described Lot 13, Block 29, the rights of the public in the use of Perryville Road, known as Perryville Road - Parcel Number 2 as recorded in Deed Book 1250, Page 606 & c., and being more particularly described as follows:

BEGINNING at a point marking the intersection of the southwesterly line of Perryville Road (variable width right-of-way) with course #11 in the above described Lot 13, Block 29, said point marked by a concrete monument found, said point being located the following bearing and distance from an old planted stone found marking the commencement of said course #11: **S 38° 54' 03" E, 202.93 feet**, and running from said beginning point, thence-

1. **S 38° 54' 03" E, 1,215.38 feet** along a portion of the aforesaid course #11 to a point marking the intersection of the same with the northerly line of Pittstown Road (County Route 513) (80' wide right-of-way), said point being located the following bearing and distance from the terminus of said course #11: **N 38° 54' 03" W, 40.08 feet**, thence-
2. **S 47° 32' 08" W, 28.16 feet** to a concrete monument found marking the intersection of the southwesterly line of Perryville Road with the northwesterly line of Pittstown Road, thence-
3. **N 38° 17' 20" W, 960.07 feet** along the southwesterly line of Perryville Road, running parallel with and **25 feet** distant at right angles therefrom, to a point of curvature in the same, thence-
4. **NORTHWESTWARDLY** on an arc having a radius of **2,200.00 feet** and curving to the right, an arc distance of **257.88 feet**, (Central Angle 06°42'58"), said arc being connected by a chord distance of **257.73 feet** and a chord bearing of **N 34° 55' 51" W** along the same to the Point and Place of **BEGINNING**.

CONTAINING: 24,973 sq. ft. of land more or less/or **0.573 acres** of land more or less.

SUBJECT TO: a 100' x 100' Sight Triangle Easement at the intersection of the northwesterly line of Pittstown Road (County Route 513) (80' wide right of way) with the southwesterly line of Perryville Road (variable width right of way) as set forth in Deed Book 1250, Page 606 & c., and being more particularly described as follows:

BEGINNING at a concrete monument found marking the intersection of the northwesterly line of Pittstown Road (County Route 513) with the southwesterly line of Perryville Road, and running from said beginning point, thence-

1. **S 47° 32' 08" W, 100.00 feet** along the northwesterly line of Pittstown Road (County Route 513) to a point in the same, thence-



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HUNTERDON COUNTY, NEW JERSEY

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2. **N 31° 12' 55" E, 81.90 feet** through Lot 13, Block 29 to a point, thence-
3. **N 21° 58' 06" W, 81.90 feet** still through Lot 13, Block 29 to a point in the aforesaid southwesterly line of Perryville Road, thence-
4. **S 38° 17' 20" E, 100.00 feet** along the aforesaid southwesterly line of Perryville Road to the Point and Place of **BEGINNING**.

CONTAINING: 2,302 sq. ft. of land more or less/or 0.053 acres of land more or less.

ALSO SUBJECT TO: a portion of Lot 7.01, Block 30 (lands now or formerly Andrew Duda) overlapping upon the above described Lot 13, Block 29, said overlapping area being the most southwesterly portion of a 50 foot wide strip of land into the same, being located in and along a portion of courses #9 and #10 in the above described Lot 13, Block 29, said overlap recorded in Deed Book 1250, Page 606 & c., and being more particularly described as follows:

BEGINNING at a point marking the terminus of course #9 in the above described Lot 13, Block 29, said point marked by an iron pin found, and running thence-

1. **S 47° 09' 36" W, 26.15 feet** along the along the northwesterly line of Lot 6.01, Block 30 (lands now or formerly John S. Vidota) to a point in the same, said point being a deed corner to Lot 7.01, Block 30 (lands now or formerly Andrew Duda) as previously set forth in Deed Book 1181, Page 1056 termination of course #8 therein, thence-
2. **N 30° 40' 21" W, 51.15 feet** along a line apparently overlapping through the above described Lot 13, Block 29, following along Deed Book 1181, Page 1056 course #1 for Lot 7.01, Block 30 (lands now or formerly Andrew Duda) to a point within the same, thence-
3. **N 47° 09' 36" E, 21.97 feet** through the same following a portion of Deed Book 1181, Page 1056 course #2 for Lot 7.01, Block 30 (lands now or formerly Andrew Duda) to a point in line of course #9 in the above described Lot 13, Block 29, thence-
4. **S 35° 18' 51" E, 50.44 feet** to the Point and Place of **BEGINNING**.

CONTAINING: 1,203 sq. ft. of land more or less/or 0.028 acres of land more or less.



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HUNTERDON COUNTY, NEW JERSEY

BLOCK 29, LOT 13
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TOGETHER WITH AND/OR SUBJECT TO: a 199 sq. ft. or 0.005 acre portion of rip-rap swale encroaching over land in the above described Lot 13, Block 29, in and along a portion of course #4 and course #5 of the same as recorded in Deed Book 1250, Page 606 & c.

ALSO TOGETHER WITH AND SUBJECT TO: such facts, conditions, easements, conveyance of access rights, reservation of rights, agreements, restrictive covenants, right-of-ways, etc. as set forth in a title search performed by Commonwealth Land Title Insurance Company, File No. C517133, dated December 9, 2009, including:

Easements to New Jersey Power and Light Company as in Deed Book 425, Page 446.

Easement to New Jersey Power and Light Company as in Deed Book 643, Page 216.

Easement to Jersey Central Power and Light Company and New Jersey Telephone Company as in Deed Book 784, Page 173.

Restriction on 2.81 acres of Block 29, Lot 13 as set forth in Deed Book 1237, Page 452.

Rights of the public in County Route 513 (Pittstown Road) and Perryville Road. See Deed Book 1250, Page 606. (Described above)

Easement to Jersey Central Power and Light Company d/b/a GPU Energy and Sprint of New Jersey, Inc., as set forth in Deed Book 1217, Page 704.

Outstanding rights of others in and to any brook, stream or water course that may be traversing the subject premises.

Subject to a 100' x 100' Sight Triangle Easement as set forth in Deed Book 1250, Page 606. (Described above)

Conditions as set forth in Deed Book 1250, Page 606.

Subject to an overlapping area Block 30, Lot 7.01 as set forth in Deed Book 1250, Page 606. (Described above)

Subject to a portion of a rip rap swale encroaching over land as set forth in Deed Book 1250, Page 606. (Described above)

Subject to covenants, restrictions and easements as in Deed of Easement set forth in Deed Book 2241, Page 273.



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ALSO SUBJECT TO: that portion of the existing tenant farm house as situated within the above tract of land that encroaches within the area of the northwesterly right of way of Pittstown Road (County Route 513) is to remain undisturbed. However, in the event 50% or more of said structure should become damaged, deemed unsafe or unusable the entire structure shall be therefore entirely removed, as recorded in Deed Book 1250, Page 606 & c.

ALSO TOGETHER WITH AND SUBJECT TO: a Residential Exclusion Area (non-severable easement exception) to be located within cross-hatched area as shown on Schedule C - "Exception Area Exhibit for Union Township, Block 29, Lot 13" to contain not more than two (2) acres as recorded in Deed Book 2241, Page 273 & c.

ALSO SUBJECT TO: A Horse Trail Easement as shown on Schedule C - "Exception Area Exhibit for Union Township, Block 29, Lot 13" as in Deed Book 2241, Page 273 & c.

The above described tract of land (Block 29, Lot 13 in Union Township) being more fully shown on a map entitled "Boundary Survey for Four Furlongs Farm, LLC, Lot 13, Block 29, Township of Union, Hunterdon County, New Jersey", prepared by Maser Consulting, P.A., dated Jan. 21, 2010.

1.25.10

ERIC V. WILDE, P.L.S.
NEW JERSEY PROFESSIONAL LAND SURVEYOR
LICENSE NUMBER 43279

DATE SIGNED

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SCHEDULE "B"

to

Deed from Township of Union, to Four Furlongs Farm, LLC
Block 29, Lot 13
January 26, 2010

3. Nonagricultural uses:

(NONE)

**HUNTERDON COUNTY CLERK
COUNTY OF HUNTERDON
PO BOX 2900
FLEMINGTON NJ 08822-2900**

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Deed of Easement contains the following provisions, easements and 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 the attached **Schedule B** existed on the Premises. All other nonagricultural uses are prohibited except as 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

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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 and shall forward a copy to the Township Agricultural Committee within the one year period.
- 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 **one (1)** existing single family residential buildings(s) on the Premises and **no** residential buildings(s) 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

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- iii. Improvements to recreational buildings shall be consistent with agricultural or recreational uses.
B) Grantor, their heirs, executors, administrators, personal or legal representatives, successors and assigns may use and maintain the **Residential Exclusion Area** (non-severable easement exception), to be located and designated within the cross-hatched area shown on the attached **Schedule C**, entitled "Exception Area Exhibit for Union Township, Block 29, Lot 13," to contain not more than **two (2) acres** for agricultural, residential and recreation uses, to be chosen and more particularly described in a document to be prepared and recorded in the Hunterdon County Clerk's office by the Grantor, or the Grantor's successor, in right, title and interest, subject to the prior approval of the Union Township Planning Board, and subject further to the following conditions:
 - i. Grantor hereby acknowledges notice that there are presently or may in the future be farm uses in close proximity to the above-described Exception Area/Residential Exclusion Area from which emanate noise, odors, dust and fumes associates with lawful agricultural practices permitted under applicable Right to Farm Laws, regulations and Ordinances and, by acceptance of this conveyance, Grantor does hereby waive objections to such activities.
 - ii. The exception area cannot be severed (i.e., subdivided from the premises as a separate lot).
 - iii. **One (1)** single-family residential unit may be constructed in the Exception Area.
 - iv. Non-agricultural activities that negatively impact the farming operations are prohibited.
 - v. 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 Agricultural 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.

14. Grantor may construct any new buildings for agricultural purposes. The construction of any new building 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

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but only with the approval of the Grantee and the Committee. If Grantee and the Committee grant approval for the construction of agricultural labor housing, such housing shall not be used as a residence for Grantor, Grantor's spouse Grantor's parents, Grantor's lineal descendants, adopted or natural, Grantor's spouse's parents, Grantor's spouse's lineal descendants, adopted or natural; and

- ii. To construct a single family residential building anywhere on the Premises in order to replace any single family residential building in existence at the time of conveyance of this deed of easement but only with the approval of the Grantee and the Committee.
- iii. **No** residential dwelling site opportunities have been allocated pursuant to the provisions of N.J.A.C. 2:76-6.17. No residential buildings are permitted on the Premises except as provided in this deed of easement.

For purposes of this Deed of Easement:

- a. "Residential 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.
- b. "Residual dwelling site" means the location of the residential unit and other appurtenant structures.
- c. "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.
- d. "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

15. The land and its buildings which are affected may be sold collectively or individually for continued agricultural use as defined in Section 2 of this deed of easement. However, no division of the land shall be permitted without the approval in writing of the Grantee and the Committee. In order for the Grantor to receive approval, the Grantee and the Committee must find that the division shall be for an agricultural purpose and result in

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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 the 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 circumstances, 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 Grantee or the Committee, if appropriate, or 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 word, "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, and in the event that the County of Hunterdon has acquired this Deed of Easement from the Grantee with a

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cost share grant from the Committee, the County shall reimburse the Committee at a certain percentage of the value of the development rights as determined at the time the County conveys the development rights. The actual percentage of reimbursement by the County shall be determined according to the percentage of cost sharing between the County and the Committee at the time the Grantee assigns the Deed of Easement to the County and the Committee provides the County with a cost sharing grant.

23. That portion of the net proceeds representing the value of the land only (and not the value of the improvements), of a condemnation award or other disposition of the Premises following termination of this Deed of Easement, as permitted pursuant to N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, shall be distributed among the Grantor and the Grantee in shares in proportion to the fair market value of their interests in the Premises on the date of execution of this Deed of Easement. For this purpose, the Grantee's allocable share of the proceeds shall be the net proceeds multiplied by a fraction, the numerator of which is the fair market value of the development easement as certified by the Committee at the time of the initial acquisition and the denominator of which is the full fair market value of the unrestricted Premises as certified by the Committee at the time of the initial acquisition, which is identified as \$1,150,000. Furthermore, if the Grantee conveys this deed of easement to the County of Hunterdon and the Committee provides for a cost-share grant to the County for the acquisition of the deed of easement, the County's proceeds in the event of a condemnation shall be distributed between the County and the Committee in shares in proportion to their respective cost share grants on the date the Committee provides a cost-share grant to the County for the acquisition of the deed of easement. The Grantee and the County shall use their 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 the County of Hunterdon 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 assignment of any of Grantee's rights, title, interest and obligations hereunder to the County of Hunterdon and the State Agriculture Development Committee. Grantee stipulates that any rights and prerogatives which this deed of easement extends to the Committee (which entity is neither a party to this conveyance nor to any of the negotiations and agreements leading up to same) are inchoate and shall not be exercised unless and until the Grantee makes such assignment or conveyance to the County of Hunterdon and the Committee provides the County with a cost share grant for the acquisition of the deed of easement pursuant to N.J.S.A. 4:1C-11 et seq.

25. Notwithstanding anything contained herein to the contrary, the following additional provisions, easements and restrictions shall apply:

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- i. The total area of existing structures on the property is currently 14,358 square feet. Total allowable area for all structures, both permanent and temporary, and both agricultural and residential, shall not exceed 45,000 square feet. This equates to a total allowable Floor Area Ratio (FAR), for both farm and non-farm structures, both permanent and temporary, of 0.01. Floor Area Ratio (Ratio), as used herein, shall be defined as set forth in N.J.S.A. 40:55D-4:

"Floor area ratio" means the sum of the area of all floors of buildings or structures compared to the total area of the site.

- ii. A total impervious coverage ratio of 0.025 shall apply to the property.

"Impervious surface" means those surfaces which do not absorb rain. All buildings, parking areas, driveways, roads, sidewalks, and any areas in concrete, asphalt, and packed stone shall be considered impervious surfaces within this definition. In addition, other areas determined by the municipal engineer to be impervious within the meaning of this definition will also be classed as impervious surfaces.

"Impervious surface ratio" means the impervious ratio is a measure of the intensity of use of a site, parcel or tract of land. Impervious Surface Ratio is determined by dividing the total area of all impervious surfaces within the site, parcel or tract by the gross site area.

- iii. Greenhouses, hoopouses, and similar structures, whether temporary or permanent, shall be considered an integral part of the Floor Area Ratio and impervious coverage for purposes of this easement to the extent that this requirement is more restrictive than any other provision of law, this requirement shall apply. This restriction shall remain in effect notwithstanding any provisions to the contrary contained in the New Jersey Right to Farm Act, or the regulations pursuant thereto.
- iv. A 10' wide public horseback riding trail easement along the northern edge of the property is hereby established in accordance with the map shown in **Schedule C**.
- v. The additional **one (1)** single family residence described in Paragraph 13(B) of this Deed of Easement, to be constructed within the aforementioned **Residential Exclusion Area** not to exceed two acres, to be chosen by the purchaser from a designated potential area of the Property, shall be approved by the Union Township Planning Board and described in a document recorded in the Hunterdon County Clerk's office, prior to issuance of local clearance for the construction of said single family dwelling.
- vi. Conveyance to all subsequent owners or successors in right, title or interest in the

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Property shall be subject to the terms and conditions of a certain use variance to permit construction of a second dwelling on a single lot, as set forth in the Resolution of the Union Township Planning Board re: Douglass Farm, PB-09-05 dated August 12, 2009, including, but not limited to, the following conditions of said Resolution, which shall run with the land:

1. All construction to be substantially as shown on the Plans, except as noted in paragraph 4 below (of said Planning Board resolution).
2. Applicant shall comply with the recommendations in the report of Kevin M. Smith, P.E., Planning Board Engineer, dated July 21, 2009, under "Technical Comments."
3. Applicant shall restrict the further subdivision of the property in the deed, to the satisfaction of the Board Attorney.
4. Applicant shall submit the location for any residential improvements to the Planning Board for review and shall stipulate the foregoing in the deed, to the satisfaction of the Board Attorney.
5. Applicant shall limit the Home Exception Area to its practical minimum, but not to exceed two acres.
6. Applicant shall submit any intended modifications of the barn and exterior of the existing home to the Historical Preservation Committee and the Township for review to ensure the historical integrity of any proposed change.
7. Applicant shall construct the new driveway for the second dwelling East/Northeast of the Home Exception Area.

Being the same lands and premises described in a deed from Manning L. Douglass and Merlin W. Douglass, Individually and as Executors of the Last will and Testament of Lillie M. Douglas, deceased, and Agnes B. Douglass, Joan H. Douglass, Frank Gianforte and Dale D. Gianforte to the Township of Union, Hunterdon County, New Jersey, a Municipal Corporation of State of New Jersey, dated July 27, 2000, delivered on October 19, 2000 and recorded on October 25, 2000 in the Hunterdon County Clerk's Office in Book 1250 of Deeds for said County at Page 606 et. seq.

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Being also the same lands and premises described in a Deed of Easement from the Township of Union, in the County of Hunterdon, a municipal corporation and public body politic of the State of New Jersey, to the Township of Union, in the County of Hunterdon, a municipal corporation and public body politic of the State of New Jersey dated October 21, 2009, and recorded on November 24, 2009 in the Hunterdon County Clerk's Office in Book 2241 of Deeds for said County at Page 273 et. seq.

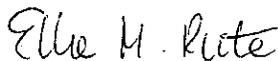
SUBJECT to zoning ordinances, easements, and restrictions of record, and such state of facts as an accurate survey would disclose.

Promises to Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant against grantor's acts" (N.J.S.A. 46:4-6). This promise means 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. This deed is signed and attested to by the Grantor's proper corporate officer as of the date at the top of the first page. Its corporate seal is affixed.

Attest:

Township of Union



Ella Malecki Ruta, Clerk



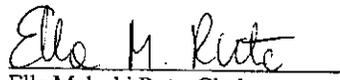
Matt Severino, Mayor

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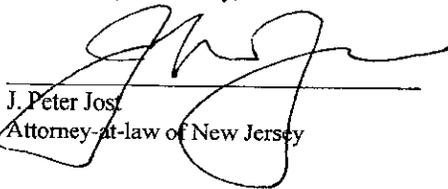
STATE OF NEW JERSEY :
SS :
COUNTY OF HUNTERDON :

I CERTIFY that on January 25, 2010, Ella Malecki Ruta personally came before me and this person acknowledged under oath, to my satisfaction, that:

- (a) this person is the Municipal Clerk of the Township of Union, in the County of Hunterdon, the municipal corporation named in this Deed;
- (b) this person is the attesting witness to the signing of this Deed by the proper corporate officer who is Matt Severino, the Mayor of the municipal corporation;
- (c) this Deed was signed and delivered by the municipal corporation as its voluntary act duly authorized by a proper resolution of its governing body;
- (d) this person knows the proper seal of the municipal corporation which was affixed to this Deed;
- (e) this person signed this proof to attest to the truth of these facts; and
- (f) the full and actual consideration paid or to be paid for the transfer of title is \$1,210,000 (Such consideration is defined in N.J.S.A. 46:15-5.)


Ella Malecki Ruta, Clerk

Sworn and subscribed to before me
this 25th day of January, 2010


J. Peter Jost
Attorney-at-law of New Jersey

RECORD AND RETURN TO:

J. Peter Jost, Esq.
65 West Main Street
P.O. Box 5389
Clinton, New Jersey 08809

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STATE OF NEW JERSEY AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

COUNTY Hunterdon 1025 } SS. County Municipal Code 1025

FOR RECORDER'S USE ONLY
Consideration \$ 1,210,000
RTF paid by seller \$ 0
Date 1/29/2010 By ASB

MUNICIPALITY OF PROPERTY LOCATION Township of Union
(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)
Deponent, Matt Severino (Name) being duly sworn according to law upon his/her oath,
deposes and says that he/she is the Mayor in a deed dated January 25, 2010 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 29 Lot number 13 located at
Perryville Road and County Route 513 (Street Address, Town) and annexed thereto.

(2) CONSIDERATION \$ 1,210,000.00 (See Instructions #1 and #5 on reverse side)

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS:
(See Instructions #5A and #7 on reverse side)
Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ _____ + _____ % = \$ _____
If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 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 C. 68, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.
8(b) By or to the United States of America, this State, or any instrumentality, agency or subdivision

(5) PARTIAL EXEMPTION FROM FEE (See Instruction #9 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. 66, P.L. 2004 for the following reason(s):

A. SENIOR CITIZEN Grantor(s) 62 years of age or over. * (See Instruction #9 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 persons, or disabled persons must also meet all of the following criteria:
 Owned and occupied by grantor(s) at time of sale. Resident of State of New Jersey.
 One or two-family residential premises. Owners as joint tenants must all qualify.
*IN THE CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (See Instruction #9 on reverse side)
 Affordable according to H.U.D. standards. Reserved for occupancy.
 Meets income requirements of region. Subject to resale controls.

(6) NEW CONSTRUCTION (See Instructions #2, #10 and #12 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.

(7) 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 33, P.L. 2006.

Subscribed and sworn to before me this 25 day of January, 20 10
Signature of Deponent _____ Township of Union _____
Grantor Name _____
140 Perryville Road, Hampton NJ _____ 140 Perryville Road, Hampton, NJ _____
Grantor Address at Time of Sale _____
Last 3 digits in Grantor's Social Security Number XXX-XXX- William J. Berman, Esq. _____
Name/Company of Settlement Officer _____

[Handwritten Signature]

FOR OFFICIAL USE ONLY
Instrument Number _____ County Hunterdon
Deed Number _____ Book 224 Page 820
Deed Dated 1/29/2010 Date Recorded 1/29/2010

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.
STATE OF NEW JERSEY - DIVISION OF TAXATION
PO BOX 251
TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT
The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: www.state.nj.us/treasury/taxation/tp/localtax.shtml.

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER

(Chapter 49, P.L.1988, as amended through Chapter 33, P.L. 2006) (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 Hunterdon } SS. County Municipal Code 1025

MUNICIPALITY OF PROPERTY LOCATION Township of Union

FOR RECORDER'S USE ONLY
 Consideration: 1,210,000
 RTF paid by buyer: ASB
 Date: 1/26/10 By: ASB

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side) XXX-XX-X
 Deponent, William J. Berman, Esq., being duly sworn according to law upon his/her oath,
 (Name) Last 3 Digits in Grantee's Social Security Number
 deposes and says that he/she is the Legal Representative in a deed dated 1/26/2010 transferring
 (Grantee, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
 real property identified as Block number 29 Lot number 13 located at
Perryville Road and County Route 513 and annexed thereto.
 (Street Address, Town)

(2) CONSIDERATION \$ 1,210,000.00 (See Instructions #1, #5, and #11 on reverse side)
 Entire consideration is in excess of \$1,000,000:

PROPERTY CLASSIFICATION CHECKED BELOW SHOULD BE TAKEN FROM THE OFFICIAL TAX LIST (A PUBLIC RECORD) OF THE MUNICIPALITY WHERE THE REAL PROPERTY IS LOCATED IN THE YEAR THAT THE TRANSFER IS MADE.

(A) When Grantee is required to remit the 1% fee, complete below:

- Class 2 - Residential
 Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property
 Class 4A - Commercial Properties (if checked, calculation on (C) required below)
 Class 4C - Residential Cooperative Unit (4 Families or less)

(B) When Grantee is not required to remit the 1% fee, complete below:

- Property class. Circle applicable class(es): 1 4B 4C 15
 Property classes: 1-Vacant Land, 4B-Industrial properties, 4C-Apartments (other than cooperative unit), 15-Public Property
 Exempt Organization pursuant to federal Internal Revenue Code of 1986
 Incidental to corporate merger or acquisition and equalized assessed valuation less than 20% of total value of all assets exchanged in merger or acquisition (If checked, calculation in (C) below required and MUST ATTACH COMPLETED RTF-4)

(C) REQUIRED CALCULATION OF EQUALIZED ASSESSED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS: (See Instructions #6 and #7 on reverse side)
 Total Assessed Valuation + Director's Ratio = Equalized Valuation

\$ _____ + _____ % = \$ _____
 If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed valuation. If Director's Ratio is equal to or in excess of 100%, the assessed valuation will be equal to the equalized value.

(3) TOTAL EXEMPTION FROM FEE (See Instruction #8 on reverse side)
 Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1988, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.
(b) By or to the United States of America, this State, or any instrumentality, agency or subdivision

(4) Deponent makes Affidavit of Consideration for Use by Buyer to Hunterdon county clerk or register of deeds to record the deed and accept the fee submitted herewith pursuant to the provisions of Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 25 day of January, 2010

Phyllis Rose
 Atty at Law of the State of New Jersey

Signature of Deponent: [Signature] Grantee Name: Four Furlongs Farm, LLC
 10 Madison Avenue, Morristown, NJ P.O. Box 16, Oldwick, NJ 08858
 Deponent Address Grantee Address at Time of Sale

William J. Berman, Esq.
 Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
 Instrument Number _____ County _____
 Deed Number _____ Book 2549 Page 548
 Deed Dated 1/26/10 Date Recorded 1/29/10

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Buyer recorded with deeds to:
 STATE OF NEW JERSEY- DIVISION OF TAXATION
 PO BOX 251
 TRENTON, NJ 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at www.state.nj.us/treasury/taxation/pt/localtax.shtml



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)

20100129000019540 25/25
01/29/2010 12:16:54 PM D
Recording Fee: \$200.00
Tax Fee: \$ 00
Consideration: \$1210000.00
Buyer's Fee: \$ 00
ASB11

Name(s)
Township of Union, in the County of Hunterdon
Current Resident Address:
Street: 140 Perryville Road, Hampton NJ
City, Town, Post Office State Zip Code
Hampton NJ 08827

PROPERTY INFORMATION (Brief Property Description)

Block(s) Lot(s) Qualifier
29 13
Street Address:
Perryville Road and County Route 513
City, Town, Post Office State Zip Code
Union Township NJ
Seller's Percentage of Ownership Consideration Closing Date
100% \$1,210,000 1/26/2010

SELLER ASSURANCES (Check the Appropriate Box) (Boxes 2 through 8 apply to Residents and Non-residents)

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 (see instructions).
 No non-like kind property received.
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 further declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

1/26/2010
Date
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact
Date
Signature
(Seller) Please indicate if Power of Attorney or Attorney in Fact