

**TOWNSHIP OF WEST AMWELL**

**HUNTERDON COUNTY**

**FARMLAND PRESERVATION PROGRAM**

**RESALE OF  
PERMANENTLY PRESERVED FARMLAND  
(formerly known as the Toll South Farm)**

**WEST AMWELL TOWNSHIP FARM AUCTION**

**BIDDING PACKAGE**

**Contains: Instructions  
Application to Qualify As a Bidder  
Authorization to Bid**

NOTICE OF SEALED BID AUCTION  
1454 & 1460 STATE ROUTE 179  
WEST AMWELL TOWNSHIP  
HUNTERDON COUNTY

### INVITATION FOR SEALED BIDS

**Date/Time:** March 14, 2014, 1:00 pm. Bids must be received in the office of the Clerk no later than 12:59 pm. Bid opening will begin promptly at 1:00 pm. The Bid Application form is attached to this invitation.

**Location:** West Amwell Township Municipal Building  
150 Rocktown Lambertville Road  
Lambertville, NJ 08530

#### General Information

**Bid deposit:** The bid application form must be submitted with a deposit of \$20,000 in the form of Certified or Cashier's check made payable to the Township of West Amwell. No exceptions will be made. The successful bidder shall be required to pay the balance of the 10% deposit toward the purchase price at the time of the signing of the "Agreement for Sale of Real Property by Auction".

**Terms:** Prior to the Auction, all bidders must submit the deposit, payable to themselves, which if the bidder is successful, shall be endorsed to the Seller's Attorney's trust account.

Following the close of the auction, the successful bidder will be required to sign an "Agreement for Sale of Real Property by Auction" before March 31, 2014. The successful bidder's 10% deposit will be applied toward the purchase price. A copy of this Agreement is available for inspection upon written request. The balance of the total purchase price is payable at the time of transfer of title. The sale is not conditioned on the buyer obtaining financing or local approvals.

Deposits submitted by unsuccessful bidders will be returned promptly without interest.

The Township of West Amwell reserves the right to reject any and all bids and to not award to the highest bidder. The sale is subject to Township Committee resolution and SADC approval.

The Township will provide for the payment of a commission to any real estate broker who consummates the sale. This commission shall be in the amount of three percent (3%) of the sale price, payable only in the event that the successful bid, exclusive of any commission, exceeds the next highest bid, also exclusive of the commission (see Application).

**Inspection:** Prospective bidders are encouraged to inspect the property prior to submitting a bid. Contact the Clerk, Lora Olsen, 609 397- 2054 X 10 to schedule an appointment.

### **Property Information**

- I. 1454 & 1460 State Route 179
- II. Approximately 130 acre Preserved Farm.
- III. Block 8, Lots 20 & 36.
- IV. 2 Acre building/exception area (all development and land use rights retained subject to normal approvals).
- V. Agricultural fields, trees, woodlands.
- VI. The subject property shall be retained for agricultural use; non agricultural development is prohibited outside the exception area.
- VII. Sold "As is", "Where is". The Township makes no representation as to the presence or absence of wetlands or any other environmental conditions on the property. A preliminary environmental assessment was conducted on the property in November, 2008, copies of which are in file in the office of the Township Clerk. Silos currently on the property are the private property of the current farmer and not included in the sale. These silos may be available to the Buyer subject to negotiations outside this sale.

- VIII. The property is subject to existing easements including agricultural and public access easements.
- IX. Utilities: Public utilities: electricity and telephone are available to the site.
- X. Zoning: Block 8, Lot 20 – Highway Commercial; Block 8 Lot 36 – RR5.
- XI. Taxes: Estimated real estate taxes - \$7,147.00. The farm is qualified for Farmland Assessment.
- XII. Home inspection: Existing structure on the site is in need of extensive renovation.
- XIII. Survey and Title: A survey of the property is available for review at the office of the Township Clerk. The Township of West Amwell will not issue a survey certification to the purchaser. If purchaser wishes to obtain a survey they may do so at their sole cost and expense. A title search may be obtained at the discretion of the purchaser as a condition of sale.

The Township of West Amwell compiled this bid information sheet to benefit prospective purchasers. To the best of its knowledge, this information is accurate. The Township of West Amwell does not assume any liability for inaccuracies and respectfully instructs all interested parties to independently verify this information.

## APPLICATION FOR SEALED BID AUCTION

West Amwell Township  
Hunterdon County

Approximate 130 Acre Preserved Farm, Block 8, Lots 20 & 36

March 14, 2014 at 1 pm.

**Application and deposit must be received no later than 12:59 pm, March 14, 2014.**

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Bid Amount \$ \_\_\_\_\_

Deposit enclosed \$ \_\_\_\_\_

Bids are to be placed in a sealed envelope and delivered to the West Amwell Township Clerk, 150 Rocktown Lambertville Road, Lambertville, NJ 08530.

The deposit shall be delivered to the West Amwell Township Clerk at the above address. A receipt will be provided.

If the Applicant is represented by a Realtor, a copy of the contract between the Applicant and Realtor must be submitted with this application.

TOWNSHIP OF WEST AMWELL

AUCTION

(FORMER TOLL SOUTH FARM)

West Amwell Township, Hunterdon County

DEPOSIT RECEIPT

Received check # \_\_\_\_\_ in the amount of \$20,000.00 from  
\_\_\_\_\_ for the auction of the former  
Toll South Farm in West Amwell Township, Hunterdon County.

\_\_\_\_\_  
Lora L. Olsen, Clerk

\_\_\_\_\_  
Date

REFUND OF DEPOSIT RECEIPT

I hereby acknowledge the return of check # \_\_\_\_\_ for \$20,000.00  
from the auction of the former Toll South Farm in West Amwell Township, Hunterdon  
County.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Lora L. Olsen, Clerk

\_\_\_\_\_  
Date

Township of West Anwell  
Hunterdon County  
Farmland Preservation Program  
West Anwell Township Farm Auction  
March 14, 2014  
(formerly Toll South Farm)  
Block 8, Lots 20 & 36  
West Anwell Township, Hunterdon County

**AUTHORIZATION TO BID**

I certify that I am authorizing \_\_\_\_\_ to bid at this auction on my behalf.

I acknowledge that if the above statement is not true, I may be prosecuted for fraud and may be held personally liable in a court of law for any and all damages resulting from this misrepresentation.

\_\_\_\_\_  
Signature of Actual Bidder

\_\_\_\_\_  
Signature of Authorized Bidder

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Address (Print)

\_\_\_\_\_  
Address (Print)

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Telephone

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

If applicable, the "Authorization to Bid" form must be submitted along with the "Application to Qualify As A Bidder to Purchase Property By Auction" form.

**TOWNSHIP OF WEST AMWELL**

**TOWNSHIP OF WEST AMWELL FARM AUCTION  
(formerly the Toll South Farm)**

**Block 8, Lots 20 & 36  
West Amwell Township, Hunterdon County  
±130 Acres**

**AUCTION GROUND RULES**

1. Sold "AS IS", "WHERE IS".
2. To be deemed a qualified bidder, an "Application to Qualify as A Bidder to Purchase Property By Auction" and a bidder deposit of \$20,000.00 had to be submitted to the Township of West Amwell prior to the auction.
3. Only qualified bidders may participate in the auction.
4. Bids will be in the form of sealed bids submitted prior to or at the time of the auction. The Township of West Amwell reserves the right to reject any and all bids. The sale is subject to the SADC accepting the highest bid.
5. Bidders may not leave the room following sign-in. Conversation between bidders during the auction is not permitted. Qualified bidders arriving while the auction is in session will be allowed to participate but without benefit of reading of the ground rules.
6. All property information supplied by the Township of West Amwell in connection with the auction is deemed to be unofficial and should have been checked with appropriate officials as suggested in the information sheet, prior to the auction.
7. The successful bidder will be required to sign an "Agreement For the Sale of Real Property By Auction". The Agreement must be signed before March 31, 2014.
8. No further division of the premises is permitted.
9. The Purchaser will provide the Township of West Amwell with the name and address of his/her attorney.

10. A survey certified to the Township of West Amwell will be furnished to the Purchaser for informational purposes only. The Township of West Amwell will not issue a survey certification to Purchaser. If Purchaser wishes to obtain a survey certified to Purchaser or its title insurer, Purchaser has the option to obtain such survey at Purchaser's cost and expense. A title search may be obtained at the discretion of the Purchaser.
11. The Purchaser shall be responsible for obtaining a title search at his/her own cost, if so desired. If a title search is secured, a copy must be provided to the Township of West Amwell prior to closing.
12. A bidder may act on behalf of another person or company, only if he/she submitted an "Authorization to Bid" form to the Township of West Amwell prior to the auction.
13. The Sale is not contingent on the Purchaser obtaining financing and variances. Failure to obtain financing will result in the \$20,000.00 deposit not being returned.
14. Closing Date - within ninety (90) days of the execution of an Agreement For The Sale Of Real Property By Auction.
15. The minimum bid for the premises is \$400,000.00.
16. The subject property is permanently restricted for agriculture under the terms and conditions set forth in the Deed of Easement, a copy of which is included in this packet.

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

This Deed is made *March 16*, 2010

BETWEEN HUNTERDON LAND TRUST ALLIANCE, referred to as "HLTA" a non-profit corporation of the State of New Jersey, whose address is 56 Main Street, Suite 2E, Flemington, New Jersey, 08822 and TOWNSHIP OF WEST AMWELL, a municipal corporation of the State of New Jersey, whose address is 150 Rocktown-Lambertville Road, Lambertville, New Jersey 08530, referred to as the Grantor;

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

The Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns grants and conveys to the Grantee a development easement and all of the nonagricultural development rights and credits on the Premises, located in the Township of West Amwell, County of Hunterdon, described in the attached Schedule A, and, for the limited purpose of the restrictions contained in Paragraph 13(b), the tracts of land described in the attached Schedule C, which schedules are incorporated by reference in this Deed of Easement, for and in consideration of the sum of One Dollar (\$1.00).

An acquisition grant was provided to HLTA by 1) the Committee in the amount of \$825,000 or 38.5% of the certified market value and 55% of the purchase price of the Premises; and 2) the Township of West Amwell in the amount of \$675,000 or 45% of the purchase price.

Any reference in this Deed of Easement to "Premises" refers to the property described in Schedule A, and, for the limited purpose of the restrictions contained in Paragraph 13(b), to the tracts of land described in Schedule C.

The tax map reference for the Premises is:  
Township of West Amwell  
Block 8, Lots 20 and 36

WHEREAS, the legislature of the State of New Jersey has declared that the development of agriculture and the retention of farmlands are important to the present and future economy of the State and the welfare of the citizens of the State; and

WHEREAS, the Grantor is the sole and exclusive owner of the Premises; and

WHEREAS, the Grantee believes that the retention and preservation of agricultural lands is beneficial to the public health, safety and welfare of the citizens of the State of New Jersey.

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

Prepared by:

  
Katherine Battolph  
Attorney at Law in New Jersey



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03/22/2010 02:34:07 PM ET  
Bk: 2247 Pg: 49  
Mary H. Melfi  
Hunterdon County Clerk

1. Any development of the Premises for nonagricultural purposes is expressly prohibited.
2. The Premises shall be retained for agricultural use and production in compliance with N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, and all other rules promulgated by the State Agriculture Development Committee, (hereinafter Committee). Agricultural use shall mean the use of the Premises for common farmsite activities including, but not limited to: production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing.
3. Grantor certifies that at the time of the application to sell the development easement to the Grantee and at the time of the execution of this Deed of Easement the nonagricultural uses indicated on attached Schedule (B) existed on the Premises. All other nonagricultural uses are prohibited except as expressly provided in this Deed of Easement.
4. All nonagricultural uses, if any, existing on the Premises at the time of the landowner's application to the Grantee as set forth in Section 3 above may be continued and any structure may be restored or repaired in the event of partial destruction thereof, subject to the following:
  - i. No new structures or the expansion of pre-existing structures for nonagricultural use are permitted;
  - ii. No change in the pre-existing nonagricultural use is permitted;
  - iii. No expansion of the pre-existing nonagricultural use is permitted; and
  - iv. In the event that the Grantor abandons the pre-existing nonagricultural use, the right of the Grantor to continue the use is extinguished.
5. No sand, gravel, loam, rock, or other minerals shall be deposited on or removed from the Premises excepting only those materials required for the agricultural purpose for which the land is being used.
6. No dumping or placing of trash or waste material shall be permitted on the Premises unless expressly recommended by the Committee as an agricultural management practice.
7. No activity shall be permitted on the Premises which would be detrimental to drainage, flood control, water conservation, erosion control, or soil conservation, nor shall any other activity be permitted which would be detrimental to the continued agricultural use of the Premises.
  - i. Grantor shall obtain within one year of the date of this Deed of Easement, a farm conservation plan approved by the local soil conservation district.
  - ii. Grantor's long term objectives shall conform with the provisions of the farm conservation plan.
8. Grantee and its agents shall be permitted access to, and to enter upon, the Premises at all reasonable times, but solely for the purpose of inspection in order to enforce and assure compliance with the terms and conditions of this Deed of Easement. Grantee agrees to give Grantor at least 24 hours advance notice of their intention to enter the Premises, and further, to limit such times of entry to the daylight hours on regular business days of the week.
9. Grantor may use the Premises to derive income from certain recreational activities such as hunting, fishing, cross country skiing and ecological tours, only if such activities do not interfere with the actual use of the land for agricultural production and that the

activities only utilize the Premises in its existing condition. Other recreational activities from which income is derived and which alter the Premises, such as golf courses and athletic fields, are prohibited.

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

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

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

13(a). At the time of this conveyance, Grantor has zero (0) existing single family residential buildings on the Premises and zero (0) residential buildings used for agricultural labor purposes. Grantor may use, maintain, and improve existing buildings on the Premises for agricultural, residential and recreational uses subject to the following conditions:

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

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

**Exception Area #1 (2,000 Acres)**

- i. the Exception Area shall not be severed or subdivided from the Property.
- ii. the Exception Area shall be limited to one single family residential unit.
- iii. Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns or any person occupying or residing on the Exception Area as well as the heirs, executors, administrators, personal or legal representatives, successors and assigns of all such persons are hereby notified and made aware that the Exception Area is adjacent to a parcel ("Premises") permanently deed restricted under the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. Such persons occupying or residing on the Exception Area are notified and made aware that agriculture is the accepted and preferred use of the adjacent Premises and that the adjacent Premises shall continue in agricultural use as defined in Section 2 of the Deed of Easement.
- iv. the Exception Area may not be moved to another portion of the Premises nor may it be swapped with another portion of the Property.

**Exception Area #2 (1.733 Acres)**

- i. the Exception Area shall not be severed or subdivided from the Property.
- iv. the Exception Area shall be limited to recreational trail use only.
- iii. Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns or any person occupying the Exception Area as well as the heirs, executors, administrators, personal or legal representatives, successors and assigns of all such persons are hereby notified and made aware that the Exception Area is adjacent to a parcel ("Premises") permanently deed restricted under the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. Such persons occupying 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.
- ii. the Exception Area may not be moved to another portion of the Premises nor may it be swapped with another portion of the Property.

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

- i. To provide structures for housing of agricultural labor employed on the Premises but only with the approval of the Grantee. If the Grantee grants 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.
- iii. No residual dwelling site opportunities have been allocated pursuant to the provisions of N.J.A.C. 2:76-6.17. No residential buildings are permitted on the Premises except as provided in this Deed of Easement.

For the purpose of this Deed of Easement:

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

15. The land and its buildings which are affected may be sold collectively or individually for continued agricultural use as defined in Section 2 of this Deed of Easement. However, no division of the land shall be permitted without the approval in writing of the Grantee. In order for the Grantor to receive approval, the Grantee must find that the division shall be for an agricultural purpose and result in agriculturally viable parcels. Division means any division of the Premises, for any purpose, subsequent to the effective date of this Deed of Easement.

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

16. In the event of any violation of the terms and conditions of this Deed of Easement, Grantee may institute, in the name of the State of New Jersey, any proceedings to enforce these terms and conditions including the institution of suit to enjoin such violations and to require restoration of the Premises to its prior condition. Grantee and 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 of Easement by a prior failure to act.

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

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

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

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

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

22. Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns further transfers and conveys to Grantee all of the nonagricultural development rights and development credits appurtenant to the lands and Premises described herein. Nothing contained herein shall preclude the conveyance or retention of said rights by the Grantee as may be permitted by the laws of the State of New Jersey in the future.

23. Grantor shall pay the Committee 55 percent of that portion of the net proceeds 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.

24. Hunterdon Land Trust Alliance and West Amwell Township agrees not to sell, lease, exchange or donate the lands unless:

- (a) The lands will continue to be maintained for agricultural use and production pursuant to this Deed of Easement and N.J.A.C. 2:76-6.15;
- (b) The Committee is notified that the restricted farm is being offered for sale, exchange or donation; and
- (c) The Committee approves the transfer in writing prior to the Hunterdon Land Trust Alliance and/or West Amwell Township's offering, for sale or conveyance, of any of its interest in the land.

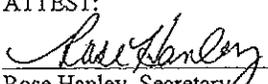
25. In the event Hunterdon Land Trust Alliance and/or West Amwell Township sells or donates any interest in the Premises, Hunterdon Land Trust Alliance and/or West Amwell Township shall pay to the Committee 55 percent of the net proceeds. For purposes of this provision, "net proceeds" means the amount of compensation received by Hunterdon Land Trust Alliance and/or West Amwell Township in excess of any unreimbursable costs.

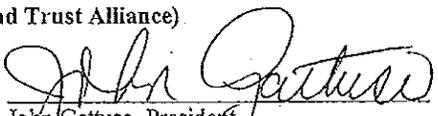
26. No historic building or structure located on the Premises may be demolished by the Grantor or any other person without the prior approval of the State Agriculture Development Committee. Historic building or structure is a building or structure that, as

of the date of this Deed of Easement, has been included in the New Jersey Register of Historic Places established pursuant to N.J.S.A. 13:1B-15.128 et seq.

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

(Hunterdon Land Trust Alliance)

ATTEST:  
  
Rose Hanley, Secretary

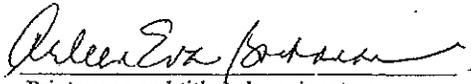
  
John Gattuso, President

STATE OF NEW JERSEY, COUNTY OF Hunterdon SS.:

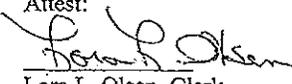
I CERTIFY that on Feb. 15, 2010, the subscriber Rose Hanley, personally appeared before me, who, being by me duly sworn on his or her oath, deposes and makes proof to my satisfaction, that he or she is the Secretary of Hunterdon Land Trust Alliance, the Corporation named in the within Instrument; that John Gattuso is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Trustees of the said Corporation, that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his or her name thereto as attesting witness; and that the full and actual consideration paid to purchase a development easement as evidenced by the Deed of Easement is \$1.00 and other good and valuable consideration including a fee simple grant from the State Agriculture Development Committee in the amount of \$825,000.

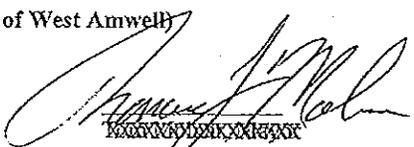
Sworn to and subscribed before me, the date aforesaid

ARLEEN EVA BUCHANAN  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES SEPT. 3, 2013

  
Print name and title below signature

(Township of West Amwell)

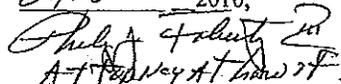
Attest:  
  
Lora L. Olsen, Clerk

  
Thomas J. Molnar, Mayor

STATE OF NEW JERSEY  
SS:  
COUNTY OF HUNTERDON;

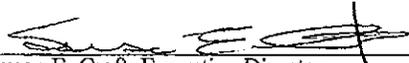
I CERTIFY that on 2/16, 2010 Lora L. Olsen personally came before me and this person acknowledged under oath, to my satisfaction, that: (a) this person is the Clerk of the Township of West Amwell, a municipal corporation and body politic, named in this Deed of Easement; (b) this person is the attesting witness to the signing of this Deed of Easement by the proper officer who is Mayor of West Amwell Township; (c) this Deed of Easement was signed and delivered by the Township as its voluntary act duly authorized by Ordinance #29, 2009 of the Township Committee; (d) this person knows the proper seal of the Township which was affixed to this Deed of Easement; and (e) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me on Lora L. Olsen

2/16 2010,  
  
Attest my hand at New Jersey

(STATE AGRICULTURE DEVELOPMENT COMMITTEE)

The State Agriculture Development Committee has approved the purchase of the development easement on the Premises pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, and has authorized a grant \$825,000 which is 38.5% of the certified fair market value and 55% of the fee simple purchase price.

  
Susan E. Craft, Executive Director  
State Agriculture Development Committee

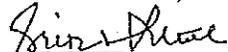
3/10/10  
Date

STATE OF NEW JERSEY, COUNTY OF MERCER SS.:

I CERTIFY that on MARCH 10, 2010,

Susan E. Craft personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed this DEED OF EASEMENT,
- (b) signed, sealed and delivered this DEED OF EASEMENT as the Committee's act and deed, and
- (c) is the Executive Director of the State Agriculture Development Committee.

  
Print name and title below signature

**Brian D. Smith, Esq.**  
**Attorney-at-Law, State of New Jersey**

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*RR  
Simon Toragan  
260 Hwy 202/31  
St. Anthony Ct  
Glen Placer*

20100322000057548 23/23  
03/22/2010 02:34:07 PM ET  
Recording Fee: \$8.00  
Tax Fee: \$0.00  
Consideration: \$0.00  
Buyers Fee: \$0.00  
PSS11



## SCHEDULE A

# BOHREN AND BOHREN ASSOCIATES, INC.

ENGINEERS • LAND SURVEYORS • PLANNERS

### Description of Property

**Municipality:** West Amwell Township  
**Block:** 8 **Lot:** 20  
**County:** Hunterdon  
**Project:** West Amwell Limited Partnership  
Agricultural Development Easement  
**Date:** December 12, 2008, Revised December 8, 2009

Beginning at a pipe found on the southeasterly right-of-way line of State Highway Route 179, said pipe found being the termination of Course #3 as recorded in Deed Book 982, Page 764, said pipe found also being corner to land of Thomas and Joan Prall, Lot 19, said pipe found also having NAD83 Coordinates of North 563,889.1378 and East 373,041.7018; and running thence

- (1) along said right-of-way, North  $41^{\circ}35'30''$  East, a distance of one thousand three and fifty one-hundredths feet (1,003.50') to a capped iron set for a corner to the same; thence
- (2) along the same, on a non-tangent curve to the right having a radius of five thousand six hundred eighty-nine and sixty-five one-hundredths feet (5,689.65), an arc length of three hundred ninety-nine and three one-hundredths feet (399.03'), a central angle of  $04^{\circ}01'06''$  and a chord which bears North  $43^{\circ}37'26''$  East, a distance of three hundred ninety-eight and ninety-five one-hundredths feet (398.95') to a monument set in line of the same, said monument also being corner to land of an unknown lot and owner, said monument also having NAD83 Coordinates of North 564,928.4438 and East 373,983.0912; thence
- (3) along said land of an unknown owner, South  $37^{\circ}12'35''$  East, a distance of seven hundred fifty-five and three one-hundredths feet (755.03') to an iron found for a corner to the same, said iron found also being a corner to land of West Amwell Limited Partnership, Lot 36; thence
- (4) along said land of West Amwell Limited Partnership, South  $44^{\circ}47'33''$  West, a distance of one thousand two hundred eighty-eight and ninety-three one-hundredths feet (1,288.93') to an iron found for a corner to the same, said iron found also being in line of land to James Munds and Heather Rusezy, Lot 18; thence

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West Amwell Township  
Block 8, Lot 20  
Page 2

- (5) along said land of Munds and Rusezy, and also along the aforementioned land of Prall, North  $45^{\circ}46'45''$  West, a distance of six hundred eighty-three and fifty-six one-hundredths feet (683.56') to the point and place of beginning and containing a calculated area of twenty-two and two hundred forty-two one-thousandths acres (22.242 Ac. - 968,850 sq. ft.) being the same more or less as surveyed by Bohren and Bohren Associates, Inc., in December, 2008.

All bearings herein refer to the New Jersey State Plane Coordinate System, NAD83.

Subject to a driveway access easement through Lot 20, Block 8, for the benefit of adjoining owners, being more fully described as follows:

Beginning at a point on the northeasterly line of Lot 20, Block 8, said point being South  $37^{\circ}12'35''$  East, a distance of two hundred thirteen and two one-hundredths feet (213.02') from a monument set on the southeasterly right-of-way line of State Highway Route 179 (80' wide right-of-way), having NAD83 Coordinates of North 564,928.4438 and East 373,983.0912; and running thence

- (1) along said northeasterly line of Lot 20, South  $37^{\circ}12'35''$  East, a distance of three hundred seventy-two and eighty-three one-hundredths feet (372.83') to a point in line of the same; thence the following five (5) courses run through Lot 20:
  - (2) North  $43^{\circ}34'41''$  West, a distance of seventy-eight and sixty-five one-hundredths feet (78.65') to a point; thence
  - (3) North  $41^{\circ}47'19''$  West, a distance of thirty-seven and fifty-one one-hundredths feet (37.51') to a point; thence
  - (4) North  $37^{\circ}39'26''$  West, a distance of eighty and ninety-one one-hundredths feet (80.91') to a point; thence
  - (5) North  $35^{\circ}23'46''$  West, a distance of eighty and forty-six one-hundredths feet (80.46') to a point; thence
  - (6) North  $31^{\circ}22'32''$  West, a distance of ninety-six and forty-five one-hundredths feet (96.45') to the point and place of beginning and containing a calculated area of zero and seventy one-thousandths acre (0.070 Ac. - 3,059 sq. ft.).

All bearings herein refer to the New Jersey State Plane Coordinate System, NAD83.

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West Amwell Township  
Block 8, Lot 20  
Page 3

Subject to a 5' wide easement to Northwest Jersey Natural Gas, inc., as recorded in Deed Book 718, Page 795.

Subject to an easement to New Jersey Power and Light Co. as recorded in Deed Book 621, Page 312 and Deed Book 622, Page 319.

Subject to an easement to Public Service Electric and Gas Co. as recorded in Deed Book 621, page 315 and Deed Book 622, Page 316.

Subject to an ingress and egress easement on the northeasterly portion of Lot 20 as recorded in Deed Book 983, Page 535 and Deed Book 843, Page 748.

Subject to slope and drainage rights as recorded in Deed Book 379, Page 331.

Subject to the right of the State of New Jersey to limit access to and from the insured premises and State Highway Route 179, which it abuts.

Subject to possible rights of others in and to any water course traversing Lot 20.

Subject to any and all easements of record.

The above described Lot 20 has a calculated gross area of twenty-two and two hundred forty-two one-thousandths acres (22.242 Ac. - 968,850 sq. ft.). There are no deductions from Lot 20, as such Lot 20 has a net area of twenty-two and two hundred forty-two one-thousandths acres (22.242 Ac. - 968,850 sq. ft.).

The above description was written pursuant to a survey of property designated as Block 8, Lot 20 on the Municipal Tax Map of West Amwell Township, County of Hunterdon, State of New Jersey. Said survey was prepared by Bohren and Bohren Associates, Inc., Liberty Court - Suite 800, 260 Highway 202-31, Flemington, New Jersey 08822, dated December 12, 2008, Revised December 8, 2009, and is marked as Dwg. No. W.A.T. 8-20 & 36. A reduced copy of said survey plan is attached hereto and made a part hereof.

12/8/09  
Date

Ryan G. Warford  
Ryan G. Warford  
Professional Land Surveyor  
New Jersey License No. GS 43277

RGW/eal  
Revised 12/8/09



# BOHREN AND BOHREN

ASSOCIATES, INC.

ENGINEERS • LAND SURVEYORS • PLANNERS

## Description of Property

Municipality: West Amwell Township  
Block: 8 Lot: 36  
County: Hunterdon  
Project: West Amwell Limited Partnership  
Agricultural Development Easement  
Date: December 12, 2008, Revised December 8, 2009

Beginning at an iron found having NAD83 Coordinates of North 564,327.1166 and East 374,439.6843, said iron found marking the same point of beginning as recorded in Deed Book 983, Page 535, said iron found also being corner to land of West Amwell Limited Partnership, Lot 20, and also corner to land of an unknown owner and Lot; and running thence

- (1) along said land of an unknown owner, South  $31^{\circ}52'07''$  East, a distance of ninety-seven and forty one-hundredths feet (97.40') to a capped iron set for a corner to the same; thence
- (2) along the same, North  $46^{\circ}34'09''$  East, a distance of two hundred twenty-one and forty one-hundredths feet (221.40') to a pipe found for a corner to the same, said pipe found also being corner to lands of Stefanie Miller, Lot 21.01, Bender Realty, LLC, Lot 23.01 and Breen Color Concentrates, Inc., Lot 23.03; thence
- (3) along said land of Breen Color Concentrates, Inc., South  $20^{\circ}40'46''$  East, a distance of two hundred sixteen and seventy one-hundredths feet (216.70') to a pipe found for a corner to the same; thence
- (4) along the same, North  $69^{\circ}04'44''$  East, a distance of one thousand seventy-six and fifty one-hundredths feet (1,076.50') to an old stone found for a corner to the same, said old stone found also being in line of land to Kevin and Mary Ann McCloughan, Lot 24; thence
- (5) along said land of McCloughan, South  $54^{\circ}40'10''$  East, a distance of two hundred thirty-two and fifty-six one-hundredths feet (232.56') to an old stone found for a corner to the same, said old stone found also being corner to land of Fulper Family, LLC, Lot 33; thence
- (6) along said land of Fulper Family, LLC, South  $19^{\circ}28'31''$  East, a distance of eight hundred seventy-six and thirty one-hundredths feet (876.30') to an old stone found for a corner to the same, said old stone found also being corner to land of Brian and Kathryn Kennedy, Lot 64; thence

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West Amwell Township  
Block 8, Lot 36  
Page 2

- (7) along said land of Kennedy and also along lands of Michael and Gertrude Tozzi, Lot 63 and William Benden, Lot 34, South  $46^{\circ}10'41''$  West, a distance of one thousand three hundred twenty-seven and twenty-six one-hundredths feet (1,327.26') to a point for a corner to said land of Benden, in a stream; thence
  - (8) along said land of Benden, South  $20^{\circ}25'14''$  East, a distance of one thousand two hundred ninety-eight and fifteen one-hundredths feet (1,298.15') to an iron found for a corner to the same, said iron found also being corner to land of George Frank, Lot 55; thence
  - (9) along said land of Frank and also along land of Janet Kilpatrick, passing over a monument set on line twenty-five and seventy-nine one-hundredths feet (25.79') from the termination of this course, and having NAD83 Coordinates of North 561,075.1491 and East 375,849.8526, South  $18^{\circ}49'24''$  East, a total distance of four hundred fifty-five and sixty-six one-hundredths feet (455.66') to a p.k. nail found in the traveled way of Rocktown-Lambertville Road, for a corner to said land of Kilpatrick; thence
  - (10) through said road, South  $65^{\circ}30'30''$  West, a distance of forty-nine and forty-three one-hundredths feet (49.43') to a p.k. nail set in the same, said p.k. nail being corner to land of Alan and Patricia Durborow, Lot 36.01; thence
  - (11) along said land of Durborow, passing over a monument set on line twenty-six and fifty-nine one-hundredths feet (26.59') from the beginning of this course and having NAD83 Coordinates of North 561,055.3858 and East 375,804.5235, North  $19^{\circ}01'42''$  West, a total distance of three hundred fifteen and fifty one-hundredths feet (315.50') to a capped iron set for a corner to the same; thence
  - (12) along the same and also along land of Alexander and Judith Meehan, Lot 36.02, South  $69^{\circ}30'58''$  West, a distance of three hundred and ten one-hundredths feet (300.10') to an iron found for a corner to said land of Meehan; thence
  - (13) along said land of Meehan, passing over a monument set on line twenty-five and seventy-one one-hundredths feet (25.71') from the termination of this course and having NAD83 Coordinates of North 560,949.5388 and East 375,523.6845, South  $19^{\circ}01'42''$  East, a total distance of three hundred fifteen and fifty one-hundredths feet (315.50') to a p.k. nail set for a corner to the same, in the aforementioned traveled way of Rocktown-Lambertville Road; thence
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West Amwell Township  
Block 8, Lot 36  
Page 3

- (14) along said road, South  $69^{\circ}30'55''$  West, a distance of two hundred sixty-three and eighteen one-hundredths feet ( $263.18'$ ) to a p.k. nail set in the same, said p.k. nail set also being corner to land of Marie Janyszewski, Lot 37; thence
- (15) along said land of Janyszewski, and also along land of Kyle Kilmer and K. Clark, Lot 14, passing over a monument set on line twenty-five and seventy-four one-hundredths feet ( $25.74'$ ) from the beginning of this course, and having NAD83 Coordinates of North  $560,855.3808$  and East  $375,272.5911$ , North  $30^{\circ}10'51''$  West, a distance a total distance of two thousand three hundred twenty-five and thirteen one-hundredths feet ( $2,325.13'$ ) to a capped iron set for a corner to said land of Kilmer and Clark; thence
- (16) along said land of Kilmer and Clark, and also along land of James Munds and Heather Rusezy, Lot 18, North  $45^{\circ}46'45''$  West, a distance of eight hundred sixteen and thirty-four one-hundredths feet ( $816.34'$ ) to an iron found in line of said land to Munds and Rusezy, said iron found also being corner to the aforementioned land of West Amwell Limited Partnership, Lot 20; thence
- (17) along said land of West Amwell Limited Partnership, North  $44^{\circ}47'33''$  East, a distance of one thousand two hundred eighty-eight and ninety-three one-hundredths feet ( $1,288.93'$ ) to the point and place of beginning and containing a calculated area of one hundred seven and eight hundred seventy-two one-thousandths acres ( $107.872$  Ac. -  $4,698,913$  sq. ft.) being the same more or less as surveyed by Bohren and Bohren Associates, Inc., in December, 2008.

All bearings herein refer to the New Jersey State Plane Coordinate System, NAD83.

Excepting thereout and therefrom a 2.000 Acre Non-Severable exception area #1, being more fully described as follows:

Beginning at a capped iron set within Lot 36, said capped iron set being South  $08^{\circ}48'13''$  East, a distance of one thousand four hundred sixty-three and forty-four one-hundredths feet ( $1,463.44'$ ) from an iron found marking the point of beginning for Lot 36 as recorded in Deed Book 983, Page 535, and having NAD83 Coordinates of North  $564,327.1166$  and East  $374,439.6843$ ; and running thence

- (1) through Lot 36, North  $56^{\circ}31'18''$  East, a distance of three hundred fifty feet ( $350.00'$ ) to a capped iron set in the same; thence
  - (2) through the same, South  $33^{\circ}28'42''$  East, a distance of two hundred forty-eight and ninety-one one-hundredths feet ( $248.91'$ ) to a capped iron set in the same; thence
-

West Amwell Township  
Block 8, Lot 36  
Page 4

- (3) through the same, South 56°31'18" West, a distance of three hundred fifty feet (350.00') to a capped iron set in the same; thence
- (4) still through the same, North 33°28'42" West, a distance of two hundred forty-eight and ninety-one one-hundredths feet (248.91') to the point and place of beginning and containing a calculated area of two acres (2.000 Ac. - 87,120 sq. ft.) being the same more or less as surveyed by Bohren and Bohren Associates, Inc., in December, 2008.

All bearings herein refer to the New Jersey State Plane Coordinate System, NAD83.

Excepting thereout and therefrom an existing 25' right-of-way from centerline of Rocktown-Lambertville Road, being known as Right-of-Way #1, and being more fully described as follows:

Beginning at a p.k. nail set in the traveled way of Rocktown-Lambertville Road, said p.k. nail being the most southeasterly corner to land of Marie Janyszewski, Lot 37; and running thence

- (1) along said land of Janyszewski, North 30°10'51" West, a distance of twenty-five and seventy-four one-hundredths feet (25.74') to a monument set in line of land to the same, having NAD83 Coordinates of North 560,855.3808 and East 375,272.5911; thence
  - (2) through Lot 36, North 69°26'40" East, a distance of two hundred sixty-eight and seventeen one-hundredths feet (268.17') to a monument set in line of land to Alexander and Judith Meehan, Lot 36.02, and having NAD83 Coordinates of North 560,949.5388 and East 375,523.6845; thence
  - (3) along said land of Meehan, South 19°01'42" East, a distance of twenty-five and seventy-one one-hundredths feet (25.71') to a p.k. nail set for a corner to the same, in the aforementioned traveled way of Rocktown Lambertville Road; thence
  - (4) along said road, South 69°30'55" West, a distance of two hundred sixty-three and eighteen one-hundredths feet (263.18') to the point and place of beginning and containing a calculated area of zero and one hundred fifty-six one-thousandths acres (0.156 Ac. - 6,786 sq. ft.) being the same more or less as surveyed by Bohren and Bohren Associates, Inc., in December, 2008.
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West Amwell Township  
Block 8, Lot 36  
Page 5

All bearings herein refer to the New Jersey State Plane Coordinate System, NAD83.

Excepting thereout and therefrom an existing 25' wide right-of-way from centerline of Rocktown-Lambertville Road, being known as Right-of-Way #2; and being more fully described as follows:

Beginning at a p.k. nail found in the traveled way of Rocktown-Lambertville road, said p.k. nail found being the most southwesterly corner to land of Janet Kilpatrick, Lot 35; and running thence

- (1) through said road, South  $65^{\circ}30'30''$  West, a distance of forty-nine and forty-three one-hundredths feet (49.43') to a p.k. nail set in the same for a corner to land of Allan and Patricia Durborow, Lot 36.01; thence
- (2) along said land of Durborow, North  $19^{\circ}01'42''$  West, a distance of twenty-six and fifty-nine one-hundredths feet (26.59') to a monument set in line of land to the same, having NAD83 Coordinates of North 561,055.3858 and East 375,804.5235; thence
- (3) through Lot 36, North  $66^{\circ}26'35''$  East, a distance of forty-nine and forty-five one-hundredths feet (49.45') to a monument set in line of the aforementioned land to Kilpatrick, said monument having NAD83 Coordinates of North 561,075.1491 and East 375,849.8526; thence
- (4) along said land of Kilpatrick, South  $18^{\circ}49'24''$  East, a distance of twenty-five and seventy-nine one-hundredths feet (25.79') to the point and place of beginning and containing a calculated area of zero and twenty-nine one-thousandths acre (0.029 Ac. - 1,290 sq. ft.) being the same more or less as surveyed by Bohren and Bohren Associates, Inc., in December, 2008.

All bearings herein refer to the New Jersey State Plane Coordinate System, NAD83.

Excepting thereout and therefrom a 1.733 acre Non-Severable exception area #2, being more fully described as follows:

Beginning at a monument set in line of land to Marie Janyszewski, Lot 37, said monument having NAD83 Coordinates of North 560,855.3808 and East 375,272.5911, said monument being North  $30^{\circ}10'51''$  West, a distance of twenty-five and seventy-four one-hundredths feet (25.74') from a p.k. nail set marking the most southeasterly corner to said land of Janyszewski, said monument also being on the northerly right-of-way line of Rocktown-Lambertville Road; and running thence

West Amwell Township  
Block 8, Lot 36.  
Page 6

- (1) along said land of Janyszewski and also along land of Kyle Kilmer and K. Clark, Lot 14, North 30°10'51" West, a distance of one thousand feet (1,000.00') to a point in line of land to said Kilmer and Clark; thence
- (2) through Lot 36, North 59°49'09" East, a distance of seventy-five feet (75.00') to a point in the same; thence
- (3) through the same, South 30°10'51" East, a distance of one thousand twelve and seventy-two one-hundredths feet (1,012.72') to a point in the aforementioned right-of-way line; thence
- (4) along said right-of-way line, South 69°26'40" West, a distance of seventy-six and seven one-hundredths feet (76.07') to the point and place of beginning and containing a calculated area of one and seven hundred thirty-three one-thousandths acres (1.733 Ac. - 75,477 sq. ft.) being the same more or less as surveyed by Bohren and Bohren Associates, Inc., in December, 2008.

All bearings herein refer to the New Jersey State Plane Coordinate System, NAD83.

Subject to an easement to Public Service Electric and Gas Co. as recorded in Deed Book 617, Page 310 and Deed Book 624, Page 574.

Subject to easements to New Jersey Power and Light Co. as recorded in Deed Book 617, Page 331; Deed Book 624, Page 555; Deed Book 716, Page 163 and Deed Book 412, Page 373.

Subject to an ingress and egress easement as recorded in Deed Book 983, Page 535 and Deed Book 843, Page 748.

Subject to the possible rights of others in and to any water course traversing through Lot 36.

Subject to the rights of the public as the same now exist in the use of Rocktown-Lambertville road.

Subject to any and all easements of record.

The above described Lot 36 has a calculated gross area of one hundred seven and eight hundred seventy-two one-thousandths acres (107.872 Ac. - 4,698,913 sq. ft.). The non-severable exception area #1 has a calculated area of two acres (2.000 Ac. - 87,120 sq. ft.). The existing Right-of-Way #1 has a calculated area of zero and one hundred fifty-six

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West Amwell Township  
Block 8, Lot 36  
Page 7

one-thousandths acres (0.156 Ac. - 6,786 sq. ft.). The existing Right-of-Way #2 has a calculated area of zero and twenty-nine one-thousandths acre (0.029 Ac. - 1,290 sq. ft.) and the non-severable exception area #2 has a calculated area of one and seven hundred thirty-three one-thousandths acres (1.733 Ac. - 75,477 sq. ft.). As such, the gross area of Lot 36 of one hundred seven and eight hundred seventy-two one-thousandths acres (107.872 Ac.), less the non-severable exception area #1 of two acres (2.000 Ac.), less the existing Right-of-Way #1 of zero and one hundred fifty-six one-thousandths acre (0.156 Ac.) and less the existing Right-of-Way #2 of zero and twenty-nine one-thousandths acre (0.029 Ac.) and less the non-severable exception area #2 of one and seven hundred thirty-three one-thousandths acres (1.733 Ac.) leaves a net preserved area for Lot 36 of one hundred three and nine hundred fifty-four one-thousandths acres (103.954 Ac. - 4,528,240 sq. ft.).

The above description was written pursuant to a survey of property designated as Block 8, Lot 36 on the Municipal Tax Map of West Amwell Township, County of Hunterdon, State of New Jersey. Said survey was prepared by Bohren and Bohren Associates, Inc., Liberty Court - Suite 800, 260 Highway 202-31, Flemington, New Jersey 08822, dated December 12, 2008, Revised December 8, 2009 and is marked as Dwg. No. W.A.T. 8-20 & 36. A reduced copy of said survey plan is attached hereto and made a part hereof.

12/8/09  
Date

Ryan G. Warford  
Ryan G. Warford  
Professional Land Surveyor  
New Jersey License No. GS 43277

RGW/eal  
Revised 12/8/09



## SCHEDULE B

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



## SCHEDULE C

# BOHREN AND BOHREN ASSOCIATES, INC.

ENGINEERS • LAND SURVEYORS • PLANNERS

Description of 2.000 Acre Non-Severable Exception Area #1  
West Amwell Limited Partnership  
Block 8, Lot 36  
situated in  
West Amwell Township, Hunterdon County, New Jersey

Beginning at a capped iron set within Lot 36, said capped iron being South  $65^{\circ}22'14''$  West, a distance of one thousand one hundred sixty and fifteen one-hundredths feet (1,160.15') from the termination of Course #6 as described in Deed Book 983, Page 535, and also the termination of Course #6 in the above described Lot 36; and running thence Beginning at a capped iron set within Lot 36, said capped iron set being South  $08^{\circ}48'13''$  East, a distance of one thousand four hundred sixty-three and forty-four one-hundredths feet (1,463.44') from an iron found marking the point of beginning for Lot 36 as recorded in Deed Book 983, Page 535, and having NAD83 Coordinates of North 564,327.1166 and East 374,439.6843; and running thence

- (1) through Lot 36, North  $56^{\circ}31'18''$  East, a distance of three hundred fifty feet (350.00') to a capped iron set in the same; thence
- (2) through the same, South  $33^{\circ}28'42''$  East, a distance of two hundred forty-eight and ninety-one one-hundredths feet (248.91') to a capped iron set in the same; thence
- (3) through the same, South  $56^{\circ}31'18''$  West, a distance of three hundred fifty feet (350.00') to a capped iron set in the same; thence
- (4) still through the same, North  $33^{\circ}28'42''$  West, a distance of two hundred forty-eight and ninety-one one-hundredths feet (248.91') to the point and place of beginning and containing a calculated area of two acres (2.000 Ac. - 87,120 sq. ft.) being the same more or less as surveyed by Bohren and Bohren Associates, Inc., in December, 2008.

All bearings herein refer to the New Jersey State Plane Coordinate System, NAD83.

The above description was written pursuant to a survey of property designated as Block 8, Lot 36 on the Municipal Tax Map of West Amwell Township, County of Hunterdon, State of New Jersey. Said survey was prepared by Bohren and Bohren Associates, Inc.,

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2.000 Acre Non-Severable Exception Area #1  
West Amwell Township  
Block 8, Lot 36  
Page 2

Liberty Court – Suite 800, 260 Highway 202-31, Flemington, New Jersey 08822, dated  
December 12, 2008, Revised December 8, 2009 and is marked as Dwg. No. W.A.T. 8-20  
& 36. A reduced copy of said survey plan is attached hereto and made a part hereof.

12/8/09  
Date

Ryan G. Warford  
Ryan G. Warford  
Professional Land Surveyor  
New Jersey License No. GS 43277

RGW/cal  
Revised 12/8/09



# BOHREN AND BOHREN

ASSOCIATES, INC.

ENGINEERS • LAND SURVEYORS • PLANNERS

**Description of 1.733 Acre Non-Severable Exception Area #2  
West Amwell Limited Partnership  
Block 8, Lot 36  
situated in  
West Amwell Township, Hunterdon County, New Jersey**

Beginning at a monument set in line of land to Marie Janyszewski, Lot 37, said monument having NAD83 Coordinates of North 560,855.3808 and East 375,272.5911, said monument being North 30°10'51" West, a distance of twenty-five and seventy-four one-hundredths feet (25.74') from a p.k. nail set marking the most southeasterly corner to said land of Janyszewski, said monument also being on the northerly right-of-way line of Rocktown-Lambertville Road; and running thence

- (1) along said land of Janyszewski and also along land of Kyle Kilmer and K. Clark, Lot 14, North 30°10'51" West, a distance of one thousand feet (1,000.00') to a point in line of land to said Kilmer and Clark; thence
- (2) through Lot 36, North 59°49'09" East, a distance of seventy-five feet (75.00') to a point in the same; thence
- (3) through the same, South 30°10'51" East, a distance of one thousand twelve and seventy-two one-hundredths feet (1,012.72') to a point in the aforementioned right-of-way line; thence
- (4) along said right-of-way line, South 69°26'40" West, a distance of seventy-six and seven one-hundredths feet (76.07') to the point and place of beginning and containing a calculated area of one and seven hundred thirty-three one-thousandths acres (1.733 Ac. - 75,477 sq. ft.) being the same more or less as surveyed by Bohren and Bohren Associates, Inc., in December, 2008.

All bearings herein refer to the New Jersey State Plane Coordinate System, NAD83.

The above description was written pursuant to a survey of property designated as Block 8, Lot 36 on the Municipal Tax Map of West Amwell Township, County of Hunterdon, State of New Jersey. Said survey was prepared by Bohren and Bohren Associates, Inc.,

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1.733 Acre Non-Severable Exception Area #2  
West Amwell Township  
Block 8, Lot 36  
Page 2

Liberty Court -- Suite 800, 260 Highway 202-31, Flemington, New Jersey 08822, dated  
December 12, 2008, Revised December 8, 2009 and is marked as Dwg. No. W.A.T. 8-20  
& 36. A reduced copy of said survey plan is attached hereto and made a part hereof.

12/8/09  
Date

Ryan G. Warford  
Ryan G. Warford  
Professional Land Surveyor  
New Jersey License No. GS 43277

RGW/eal  
Revised 12/8/09