

DEED OF EASEMENT

STATE OF NEW JERSEY AGRICULTURE RETENTION AND DEVELOPMENT PROGRAM

This Deed is made June 25, 2008

BETWEEN Nancy Pfeifer, also known as Nancy Gyuro-Sultzer, individually and as Trustee of Gyuro Family Trust of 2001, whose address is 2 Hilltop Court, Asbury, NJ 08802, and is referred to as the Grantor;

AND the State Agriculture Development Committee, whose address is, PO Box 330, Trenton, New Jersey 08625 and is referred to as the Grantee or Committee.

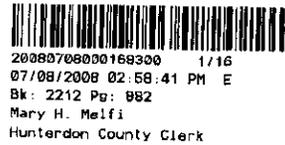
The Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns grants and conveys to the Grantee a development easement and all of the nonagricultural development rights and credits on the Premises, located in the Township of Union, County of Hunterdon, described in the attached Schedule A, and, for the limited purpose of the restrictions contained in Paragraph 13(b), the tract of land described in the attached Schedule C, which schedules are incorporated by reference in this Deed of Easement, for and in consideration of the sum of Six Hundred Sixty Two Thousand Eight Hundred Seventy Two Dollars (\$662,872.00).

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

The tax map reference for the Premises is:

Township of Union

Block 28, Lots 33, 37 and 44



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:

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.

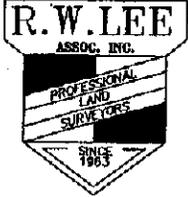
Prepared by:

William A. Schnurr
Deputy Attorney General

Intercoastal Title Agency, Inc.
82 Market Street
P.O. Box 421
Salem, NJ 08079

Record and Return to:

7/19/2008



ROBERT W. LEE, P.L.S.
N.J. LIC. NO. 11662
PA. LIC. NO. 11432-E

ROBERT W. LEE ASSOCIATES, INC.

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JON C. SLATON, P.L.S.
N.J. LIC. NO. 36278

CONSULTANT
DONALD F. RUMPF, SR., P.L.S.
RETIRED

DESCRIPTION OF FARMLAND PRESERVATION EASEMENT

TOWNSHIP OF UNION	NOVEMBER 2, 2007
COUNTY OF HUNTERDON	BLOCK 28, LOTS 33, 37 AND 44
LAND OF N/F NANCY GYURO-SULTZER	BLOOMSBURY-PITTSOWN ROAD, ALSO KNOWN AS COUNTY ROUTE 579

All that certain tract or parcel of land located at Bloomsbury-Pittstown Road, also known as County Route 579, in the Township of Union, County of Hunterdon, State of New Jersey, bounded and described as follows:

BEGINNING at a concrete monument set in the Easterly right-of-way line of the Bloomsbury-Pittstown Road, also known as County Route 579, said monument being in line of Lot 31 in Block 28, on the municipal tax map, land of now or formerly Carrie Piell Fulcher, said concrete monument being located in the New Jersey State Plane Coordinate System, N.A.D. 1983, as North 645,517.1240 and East 358,318.7310, and this tract running thence

- (1) along the said Lot 31, South 66° 35' 13" West, a distance of thirty-three and forty-nine hundredths feet (33.49') to a P.K. nail and washer set for a corner in or near the middle of the said County Road; thence
- (2) along or near the middle of the said County Road, North 30° 48' 27" West, a distance of one hundred sixteen and eighty-two hundredths feet (116.82') to a nail and washer set for a corner in the same; thence
- (3) still along the said County Road, North 31° 04' 35" West, a distance of one thousand two hundred sixty-one and six hundredths feet (1261.06') to a corner in or near the middle of the same, corner also to Lot 38 on the municipal tax map, land of now or formerly Richard Eichlin; thence
- (4) along the said Lot 38, North 54° 23' 32" East, a distance of two hundred twenty-five and no hundredths feet (225.00') to a concrete monument set for a corner to the same, and being located in the New Jersey State Plane Coordinate System, N.A.D. 1983, as North 646,815.2321 and East 357,760.1657, this line passes through a concrete monument set on line 29.80' from the beginning of this course; thence
- (5) still along the said Lot 38, North 32° 11' 28" West, a distance of two hundred eleven and three hundredths feet (211.03') to an iron pin and cap set for a corner to the same and being located in the lane or drift way leading to lands of others from the Bloomsbury-Pittstown Road, said point being also in line of Lot 39.01 on the municipal tax map, land of now or formerly Kenneth Hartpence; thence
- (6) along the said Lot 39.01, North 52° 51' 01" East, a distance of three hundred thirty-two and ninety-six hundredths feet (332.96') to an iron pin and cap set for a corner to the same; thence

- (7) along the same and then along Lot 39 on the municipal tax map, land of now or formerly John Kuhlitz, North $37^{\circ} 29' 28''$ West, a distance of three hundred sixty and thirty hundredths feet (360.30') to an iron pipe found for a corner to the said Lot 39, said iron being also corner to Lot 40 on the municipal tax map, land of now or formerly Richard Baeder, and being also corner to Lot 52 on the municipal tax map, land of now or formerly David Wagner; thence
- (8) along the said Lot 52, North $53^{\circ} 06' 59''$ East, a distance of six hundred thirty-seven and ninety hundredths feet (637.90') to an iron pipe found for a corner to the same, this line passes through an iron pin and cap set on line 300.00' from the beginning of this course; thence
- (9) along Lot 46.01 on the municipal tax map, land of now or formerly Carl Burd and then along Lot 46 on the municipal tax map, land of now or formerly Vladimir Mishkovsky, South $40^{\circ} 03' 50''$ East, a distance of seven hundred twenty and forty-four hundredths feet (720.44') to an iron pin and cap set for a corner to the said Lot 46 and in the Northerly side of a lane or drift way leading to lands of others, this line passes through a stone pile found on line 360.36' from the beginning of this course and this line also passes through an iron pipe found on line 460.06' from the beginning of this course; thence
- (10) along the Northerly side of the said lane or drift way and still along Lot 46, South $82^{\circ} 10' 40''$ East, a distance of seventy-seven and sixteen hundredths feet (77.16') to an iron pin and cap set for a corner to the same, corner also to Lot 35.01 on the municipal tax map, land of now or formerly Edward Filipshi; thence
- (11) along the said Lot 35.01 and Lot 35 on the municipal tax map, land of now or formerly Amelia Della Ventura, being the Northerly side of said lane or drift way, South $81^{\circ} 51' 39''$ East, a distance of five hundred fourteen and fifty hundredths feet (514.50') to an iron pipe found for a corner to the said Lot 35; thence
- (12) along a line of possession purportedly being along Lot 35, North $06^{\circ} 19' 17''$ East, a distance of six hundred eighteen and ninety hundredths feet (618.90') to an iron pipe found for a corner to the same, this line passes through an iron pin and cap set on line 300.00' from the beginning of this course; thence
- (13) still along the line of possession for Lot 35, North $49^{\circ} 35' 53''$ East, a distance of three hundred fifty-six and seventy hundredths feet (356.70') to an iron pin and cap set for a corner to the same, in line of Lot 45 on the municipal tax map, land of now or formerly Brian Kilpatrick, this line passes through an iron pipe found on line 341.82' from the beginning of this course; thence
- (14) along the said Lot 45, South $04^{\circ} 34' 34''$ East, a distance of two hundred fifty and twenty-four hundredths feet (250.24') to an iron pin and cap set for a corner to the same; thence
- (15) still along the said Lot 45, North $82^{\circ} 55' 34''$ East, a distance of six hundred ninety-six and thirty-seven hundredths feet (696.37') to a corner to the same in line of Lot 23, on the municipal tax map, land of now or formerly David Stothoff, said corner being located South $82^{\circ} 55' 34''$ West, a distance of 2.26' from a planted stone found in range of this course; thence

- (16) along the said Lot 23, South 04° 20' 29" East, a distance of three hundred thirty-one and seventy-two hundredths feet (331.72') to an iron pin and cap set, said iron pin and cap being located South 85° 31' 54" West, a distance of 2.35' from a stone found for a corner in line of the same, corner also to Lot 43 on the municipal tax map, land of now or formerly Robert Bandino; thence
- (17) along the said Lot 43, South 85° 31' 54" West, a distance of six hundred ninety-four and thirty-five hundredths feet (694.35') to an iron pin and cap set for a corner to the same, this line passes through an iron pin and cap set on line 300.00' from the beginning of this course, this line also passes through an iron pin found on line 692.36' from the beginning of this course; thence
- (18) still along the said Lot 43, South 04° 34' 34" East, a distance of one hundred ninety-six and forty-eight hundredths feet (196.48') to an iron pin and cap set for a corner in line of the same, corner also to Lot 34 on the municipal tax map, land of now or formerly Gerald Nichols; thence
- (19) along the said Lot 34, North 62° 50' 30" West, a distance of two hundred sixty-two and sixty-four hundredths feet (262.64') to an iron pipe found for a corner to the same; thence
- (20) along the same, South 30° 24' 30" West, a distance of three hundred forty-seven and seventy hundredths feet (347.70') to an iron pin and cap set, corner to the same in the middle of the lane or drift way; thence
- (21) along the middle of the lane or drift way, South 61° 35' 32" East, a distance of two hundred twenty-seven and thirty-seven hundredths feet (227.37') to an iron pin and cap set; thence
- (22) along the same, South 65° 56' 49" East, a distance of one hundred five and thirty-nine hundredths feet (105.39') to an iron pin found for a corner in the same; thence
- (23) still along the said lane or drift way, South 69° 04' 34" East, a distance of ninety-eight and eighty-four hundredths feet (98.84') to an iron pin found for a corner in the same; thence
- (24) along the same, South 56° 36' 28" East, a distance of forty and no hundredths feet (40.00') to an iron pin found for a corner in the same; thence
- (25) along the same, South 24° 44' 23" East, a distance of fifty-four and forty-one hundredths feet (54.41') to an iron pin and cap set for a corner in the same, said point being in line of Lot 48 on the municipal tax map, being other land of now or formerly Robert Bandino; thence
- (26) along the said Lot 48, South 04° 34' 34" East, a distance of twenty-four and seventy-nine hundredths feet (24.79') to an iron pin and cap set for a corner to the same, said iron pin and cap being located North 85° 46' 35" East, a distance of 6.55' from a stone corner found; thence
- (27) along the said Lot 48, North 85° 46' 35" East, a distance of seven hundred fifty-eight and sixty-nine hundredths feet (758.69') to a stone found for a corner to the same, said stone being in line of the aforementioned Lot 23, this line passes through an iron pin and cap set on line 300.00' from the beginning of this course; thence

- (28) along the said Lot 23, South 04° 35' 59" East, a distance of three hundred twenty-five and ninety-four hundredths feet (325.94') to an iron pin and cap set for a corner to the same, corner also to Lot 32 on the municipal tax map, land of now or formerly G. Goeckler; thence
- (29) along the said Lot 32, South 85° 14' 52" West, a distance of eight hundred twenty-five and eighty hundredths feet (825.80') to a stone found for a corner to the same, this line passes through iron pins and caps set on line at 300.00' and 600.00' from the beginning of this course; thence
- (30) still along the said Lot 32, South 04° 34' 31" East, a distance of two hundred ninety-five and no hundredths feet (295.00') to an iron pin and cap set for a corner to the same; thence
- (31) along the same, North 85° 14' 52" East, a distance of sixty-six and ninety-nine hundredths feet (66.99') to an iron pin and cap set for a corner to the same; thence
- (32) still along the said Lot 32, South 04° 34' 34" East, a distance of two hundred seventy-two and forty-nine hundredths feet (272.49') to an iron pin and cap set in line of the same, corner also to Lot 30.01, land of now or formerly Edward Allen; thence
- (33) along the said Lot 30.01 and then along the aforementioned Lot 31, land of now or formerly Carrie Piell Fulcher, South 75° 35' 13" West, a distance of one thousand four and fifty-two hundredths feet (1004.52') to corner to the said Lot 31, this line passes through a T-iron found on line 0.53' from the beginning of this course, this line also passes through an iron pin and cap set on line 350.00' from the beginning of this course, this line also passes through an iron pipe found on line 792.43' from the beginning of this course, and this line also passes through an iron pin set on line 950.00' from the beginning of this course; thence
- (34) along the said Lot 31, South 66° 35' 13" West, a distance of five hundred twelve and twenty-eight hundredths feet (512.28') to the place of Beginning, this line passes through an iron pin set on line 10.00' from the beginning of this course.

Containing a calculated area of eighty-six and five hundred sixty-four thousandths acres (86.564 Ac. - 3,770,718 sq. ft.).

Excepting a 33.00' right-of-way for County Route 579 measured from the middle thereof in an Easterly direction and being more particularly described as follows:

BEGINNING at a concrete monument set in the Easterly right-of-way line of the Bloomsbury-Pittstown Road, also known as County Route 579, said monument being in line of Lot 31 in Block 28, on the municipal tax map, land of now or formerly Carrie Piell Fulcher, said concrete monument being located in the New Jersey State Plane Coordinate System, N.A.D. 1983, as North 645,517.1240 and East 358,318.7310, and this tract running thence

- (1) along the said Lot 31, South 66° 35' 13" West, a distance of thirty-three and forty-nine hundredths feet (33.49') to a P.K. nail and washer set for a corner in or near the middle of the said County Road; thence

- (2) along or near the middle of the said County Road, North 30° 48' 27" West, a distance of one hundred sixteen and eighty-two hundredths feet (116.82') to a P.K. nail and washer set for a corner in the same; thence
- (3) still along the said County Road, North 31° 04' 35" West, a distance of one thousand two hundred sixty-one and six hundredths feet (1261.06') to a corner in or near the middle of the same, corner also to Lot 38 on the municipal tax map, land of now or formerly Richard Eichlin; thence
- (4) along the said Lot 38, North 54° 23' 32" East, a distance of twenty-nine and eighty hundredths feet (29.80') to a concrete monument set in line of the same; thence
- (5) along the Easterly right-of-way line of County Route 579, South 31° 11' 52" East, a distance of one thousand three hundred eighty-four and seventy hundredths feet (1384.70') to the place of Beginning.

Containing a calculated area of nine hundred eighty-nine thousandths of an acre (0.989 Ac. - 43,090 sq. ft.).

Excepting thereout and therefrom a reserved strip of 7.00' in width, as required by Hunterdon County Planning Ordinance for County Route 579 and being more particularly described as follows:

BEGINNING at the concrete monument marking the beginning point of the above-described tract from which this is reserved, said beginning point being in the existing Easterly right-of-way line of County Route 579, said monument being also in line of Lot 31 on the municipal tax map, land of now or formerly Carrie Piell Fulcher, and this tract running thence

- (1) along the existing right-of-way line, 33.00' from the middle thereof, North 31° 11' 52" West, a distance of one thousand three hundred eighty-four and seventy hundredths feet (1384.70') to a concrete monument set for a corner in the same, said monument being also in line of Lot 38 on the municipal tax map, land of now or formerly Richard Eichlin; thence
- (2) along the said Lot 38, North 54° 23' 32" East, a distance of seven and two hundredths feet (7.02') to a corner in line of the same; thence
- (3) along a line 40.00' from the middle of County Route 579 and being 7.00' Easterly of Course No. 1 above, South 31° 11' 52" East, a distance of one thousand three hundred eighty-six and twenty hundredths feet (1386.20') to a corner in line of the aforesaid Lot 31; thence
- (4) along the said Lot 31, South 66° 35' 13" West, a distance of seven and seven hundredths feet (7.07') to the place of Beginning.

Containing a calculated area of two hundred twenty-three thousandths of an acre (0.223 Ac. - 9,698 sq. ft.).

Excepting a non-severable exception area being more particularly described as follows:

COMMENCING at an iron pin and cap set at the termination of Course No. 6 in the above-described tract from which this is excepted, and running thence North 53° 04' 29" East, a distance of fifty and no hundredths feet (50.00') to an iron pin and cap set at the place of BEGINNING, in line of the former Lot 37 on the municipal tax map, and this tract running thence

- (1) along the line of the aforementioned Lot 37, North 53° 04' 29" East, a distance of six hundred four and six hundredths feet (604.06') to a stone pile found in line of Lot 46 on the municipal tax map, land of now or formerly Vladimir Mishkovski; thence
- (2) along the said Lot 46, South 40° 03' 50" East, a distance of three hundred sixty and eight hundredths feet (360.08') to an iron pin and cap set for a corner to the same on the Northerly side of a lane or drift way through Lot 33 from which this is taken; thence
- (3) along the Northerly side of said lane or drift way, South 83° 02' 01" West, a distance of seven hundred nineteen and ninety-seven hundredths feet (719.97') to the place of Beginning.

Containing a calculated area of two and four hundred ninety-three thousandths acres (2.493 Ac. – 108,592 sq. ft.).

Subject to an easement granted by Kenneth Hartpence to Robert Gyuro as recorded in Book 1019 on Page 626.

Also subject to an easement granted by Richard Eichlin to Robert Gyuro as recorded in Book 1019 on Page 623.

Also subject to a 25.00' wide right-of-way previously granted to the owner of Lot 52 as a means of egress and ingress to County Route 579.

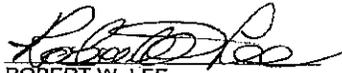
Also subject to a lane or drift way as a means of egress and ingress to the owners of lots adjacent to the lane or drift way as the same now exists.

Also subject to overhead utility lines along the lane or drift way and a certain overhead utility line that passes from County Route 579 through the center of this property to connect with the lines along the lane or drift way.

Subject to any utility easements of record.

Containing a total area of eighty-six and five hundred sixty-four thousandths acres (86.564 Ac. – 3,770,718 sq. ft.), minus the 33.00' wide right-of-way of County Route 579 containing nine hundred eighty-nine thousandths of an acre (0.989 – 43,090 sq. ft.), minus the additional right-of-way of County Route 579 containing two hundred twenty-three thousandths of an acre (0.223 Ac. – 9,698 sq. ft.) and minus the non-severable exception area containing two and four hundred ninety-three thousandths acres (2.493 Ac. – 108,592 sq. ft.), leaving a total net area acquiring of eighty-two and eight hundred fifty-nine thousandths acres (82.859 Ac – 3,609,338 sq. ft.).

The above description was written pursuant to a survey of property designated as Lots 33, 37 and 44 in Block 28, on the municipal tax map of the Township of Union, County of Hunterdon, State of New Jersey. Said survey dated October 8, 2007, last revised November 2, 2007, was prepared by Robert W. Lee, Professional Land Surveyor, for Robert W. Lee Associates, Inc., 456 Route 31 South, P.O. Box 366, Hampton, N.J. 08827, and is marked as File No. 11813. A reduced copy of said plan is attached hereto and made a part hereof.



ROBERT W. LEE
Professional Land Surveyor
New Jersey License No. 11662

RWL:cj
11/2/07
RWL File #11813
cj#55 SADC Gyuro-Sultzer Desc

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.

7/1/11

Schedule C

2.493 Acre Non-Severable Exception

COMMENCING at the Southeasterly corner of Lot 39.01 on the municipal tax map, land of now or formerly Kenneth Hartpence, and running North 53° 04' 29" East, a distance of fifty and no hundredths feet (50.00') to an iron pin and cap set at the place of BEGINNING, and this tract running thence

- (1) along the line of the aforementioned Lot 37, North 53° 04' 29" East, a distance of six hundred four and six hundredths feet (604.06') to a stone pile found in line of Lot 46 on the municipal tax map, land of now or formerly Vladimir Mishkovski; thence
- (2) along the said Lot 46, South 40° 03' 50" East, a distance of three hundred sixty and eight hundredths feet (360.08') to an iron pin and cap set for a corner to the same on the Northerly side of a lane or drift way through Lot 33 from which this is taken; thence
- (3) along the Northerly side of said lane or drift way, South 83° 02' 01" West, a distance of seven hundred nineteen and ninety-seven hundredths feet (719.97') to the place of Beginning.

Containing a calculated area of two and four hundred ninety-three thousandths acres (2.493 Ac. – 108,592 sq. ft.).

TJP/NGS

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 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.

RP/NGS

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;
- 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 2.493 acre Exception Area, as described in the attached Schedule C, subject to the following conditions:

- i. **the Exception Area shall not be severed or subdivided from the Premises; and**
- ii. **limit to one single family residential unit; and**
- iii. **the Exception Area may not be moved to another portion of the Premises nor may it be swapped with another portion of the Premises.**

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 Committee. If the Committee 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 Committee.
- 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.

AP/NGS

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 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.

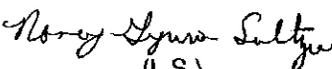
21. Wherever in this Deed of Easement any party shall be designated or referred to by name or general reference, such designation shall have the same effect as if the words, "heirs, executors, administrators, personal or legal representatives, successors and assigns" have been inserted after each and 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. 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 Grantees 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 (8,000/18,500).

24. 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.


Nancy Pfeifer, also known as (L.S.)
Nancy Pfeifer, also known as Nancy Gyuro-Sultzer, Individually
And as Trustee of Gyuro Family Trust of 2001

7/17/95

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF NEW JERSEY, COUNTY OF MERCER SS.:

I CERTIFY that on June 25, 2008,

Nancy Pfeifer, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this DEED OF EASEMENT;
- (b) signed, sealed and delivered this DEED OF EASEMENT as his or her act and deed;
- (c) made this DEED OF EASEMENT for and in consideration of mutual obligations and benefits to each party; and
- (d) the actual and true consideration paid for this instrument is \$ 662,872.00.

Robert K. Hornby

Print name and title below signature

*Robert K. Hornby
An Attorney at Law of 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 the Garden State Preservation Trust Act, N.J.S.A. 13:8C-1 et seq., P.L. 1999, c.152 and hereby accepts and approves the foregoing restrictions, benefits and covenants.

Susan E. Craft
Susan E. Craft, Executive Director
State Agriculture Development Committee

6/23/08
Date

STATE OF NEW JERSEY, COUNTY OF MERCER SS.:

I CERTIFY that on June 23, 2008,

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.

Robert J. Baumley

Print name and title below signature

ROBERT J. BAUMLEY
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 11, 2011

S:\DIRECT EASEMENT PURCHASE\2006A\Hunterdon County\Gyuro-Sutzer\deedexception.doc

7/9/08

STATE OF NEW JERSEY

FOR RECORDER'S USE ONLY	
Consideration	\$ _____
RTF paid by seller	\$ _____
Date	By _____

COUNTY Hunterdon } SS. County Municipal Code 1025
 MUNICIPALITY OF PROPERTY LOCATION Union Township

*Use symbol "C" to indicate that fee is exclusively for county use.

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

Deponent, Nancy Gyuro-Sultzer, being duly sworn according to law upon his/her oath,
 deposes and says that he/she is the Grantor in a deed dated June 25, 2006 transferring
 (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
 real property identified as Block number 28 Lot number 33, 37 and 44 located at
Bloomsbury-Pittstown Road, Union Township and annexed thereto.
 (Street Address, Town)

(2) CONSIDERATION \$ 662,872.00 (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 #6A 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. 1988, as amended through C. 66, 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. 68, 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/CIVIL UNION PARTNERS, 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. 1988, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 25 day of June, 2008

Nancy Gyuro-Sultzer
 Signature of Deponent

Nancy Gyuro-Sultzer
 Grantor Name

Deponent Address

2 Hilltop Court
 Grantor Address at Time of Sale

XXX-XXX-XXXX
 Last 3 digits in Grantor's Social Security Number

Asbury, NJ 08802
 Name/Company of Settlement Officer

Robert K. Hornby
 Attorney at Law
 State of New Jersey

FOR OFFICIAL USE ONLY		
Instrument Number	County	
Deed Number	Book	Page
Deed Dated	Date Recorded	

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 08646-0251

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/rtfnotice.htm



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

GIT/REP-3
 20080708000168300 16/16
 07/08/2008 02:58:41 PM E
 Recording Fee: \$200.00
 Tax Fee: \$.00
 Consideration: \$.00
 Buyers Fee: \$.00
 LB11

(Please Print or Type)

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

Name(s)
Nancy Gyuro-Sultzer, Individually and as Trustee of Gyuro Family Trust of 2001
 Current Resident Address:
 Street: **2 Hilltop Court, Asbury, New Jersey 08802**
 City, Town, Post Office State Zip Code

PROPERTY INFORMATION (Brief Property Description)

Block(s)	Lot(s)	Qualifier
28	33, 37 and 44	
Street Address: Bloomsbury-Pittstown Road (Route 579), Union Township, NJ		
City, Town, Post Office		State Zip Code
100%	\$662,872.00	June 25, 2008
Seller's Percentage of Ownership	Consideration	Closing Date

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

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

SELLER(S) DECLARATION

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

June 25, 2008
 Date

Nancy Gyuro-Sultzer
 Nancy Gyuro-Sultzer Signable Individually and as
 (Seller) Please indicate if Power of Attorney or Attorney in Fact
 Trustee of Gyuro Family Trust of 2001

Date

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