

**STATE AGRICULTURE DEVELOPMENT COMMITTEE (SADC)**

**Department of Agriculture**

**Market and Warren Streets, 1<sup>st</sup> Floor Auditorium**

**Trenton, NJ 08625**

**REGULAR MEETING**

**June 28, 2018**

Vice Chairman Danser called the meeting to order at 9:14 a.m. The flag salute was conducted.

Ms. Payne read the notice indicating the meeting was held in compliance with the Open Public Meetings Act.

Roll call indicated the following:

**Members Present**

Chairman Douglas H. Fisher (arrived at 9:31 a.m. in audience, departed at 9:51 a.m. and returned to chair meeting at 11:26 a.m.)

Scott Ellis

Alan Danser

Pete Johnson (arrived at 9:40 a.m.)

Ralph Siegel (rep. Treasurer Elizabeth Maher Muoio)

Renee Jones (rep. NJDEP Commissioner Catherine R. McCabe)

Jane Brodhecker

Brian Schilling (rep. Executive Dean Robert M. Goodman)

James Waltman

**Members Absent**

Thomas Stanuikynas (rep. DCA Commissioner/Lt. Governor Sheila Y. Oliver)

Denis Germano, Esq.

---

Susan E. Payne, Executive Director  
Jason Stypinski, Esq., Deputy Attorney General

---

**Others present as recorded on the attendance sheet:** Brian Wilson, Burlington County Agriculture Development Board (CADB); Melanie Mason, Hunterdon CADB, Harriet Honigfeld, Monmouth CADB, Tom Cosentino, Garden State Wine Growers Association, Bill Harrison, special counsel for Sussex County; Katherine Fullerton, East Amwell Township, and Donna Rue, general public.

### **Minutes**

#### A. SADC Regular Meeting of May 24, 2018 (Open and Closed Sessions)

Mr. Danser asked if there were any additions or corrections to the May meeting minutes. Mr. Siegel stated that Department of Environmental Protection Commissioner Catherine R. McCabe is no longer serving in an acting capacity. Ms. Payne stated that staff will make a note of that.

It was moved by Mr. Ellis and seconded by Mr. Schilling to approve the Open and Closed Session minutes of the SADC regular meeting of May 24, 2018. The motion was unanimously approved. Mr. Johnson was not present for the vote.

### **Report of the Chairman**

Mr. Danser noted that Chairman Fisher is not present to give his report and asked for Ms. Payne to provide her Executive Director report.

### **Report of the Executive Director**

Ms. Payne stated that there was a car accident on I-295, so some attendees may be late, including Chairman Fisher who has a Cabinet meeting at 10 a.m. It is uncertain whether Chairman Fisher will attend the meeting today, so Mr. Danser will chair the meeting until he arrives.

Ms. Payne noted that legislation was enacted recently to allow for the appointment of an alternate farmer and alternate public member of the SADC to fill in when a farmer or public member is unable to attend an SADC meeting. The State Board of Agriculture at its June 27 meeting nominated Roger Kumpel from Burlington County as the farmer alternate. Ms. Payne stated that under State law this decision is still subject to the Governor's review and appointment and Senate confirmation. Mr. Schilling asked about the process for the public alternate. Ms. Payne stated that the process is the same, but there is no formal nomination process. A decision has not been made yet as to who that person would be.

Ms. Payne stated that the Rural Microenterprise (RME) rules that the SADC adopted were published in the June 4 edition of the *New Jersey Register*. An application form and guidance documents will be sent to all partners as soon as they are available. Any landowner interested in applying for an RME permit should reach out to staff who will explain the process.

Ms. Payne stated that Daniel Knox, who has worked for the SADC for 20 years, most recently as a regional coordinator, is retiring. She thanked Mr. Knox for his service to the SADC.

### **Communications**

Ms. Payne suggested that the Committee take their communication packets with them to review recent news articles.

### **Public Comment**

There was no public comment.

### **New Business**

#### **A. Review of Non-Agricultural Development Project in an ADA and Condemnation of Preserved Farmland**

1. Sussex Borough Raw Water Transmission Project  
Amell Farm, Block 165, Lots 12 and 18.01, Wantage Township, Sussex County

Mr. Bruder stated that this matter is before the Committee as a review of a non-agricultural development project proposed by a public body within a Sussex County Agriculture Development Area (ADA). This project requires condemnation of preserved farmland in

Sussex County. Under Section 19 of the Agriculture Retention and Development Act (ARDA), any project such as this by a public body or a public utility that infringes on the ADA requires a review by the SADC and the CADB. When the project requires condemnation, it also falls under Section 25 of ARDA. Mr. Bruder stated that staff will review the project with the Committee and recommends a finding under Section 19 that the project does not impose an unreasonably adverse impact on the ADA and preservation within, and that under Section 25 the project is necessary for the public health, safety and welfare and that there is no feasible alternative to what is being proposed.

Mr. Bruder stated that the project is proposed by Sussex Borough and Sussex County and involves their Raw Water Transmission System. The system relies on water from Lake Rutherford, which has been the water source since 1897. The water runs from Lake Rutherford within the natural course of Clove Brook, through parts of High Point State Park and through the permanently preserved Hans Amell farm, to Colesville Reservoir, which is used as the access point for the existing transmission main. From there the water travels a number of miles to a plant where it is filtered and processed for consumption to the distribution system. This section of the brook is experiencing issues with siltation leading to eutrophication and algal blooms. The DEP has issued numerous violations over the years related to turbidity and total Trihalomethanes (TTHM) that are a byproduct of the chlorination process. DEP has attempted various solutions at the existing plant to address this, but there has been no permanent solution. The proposed project is seeking to bypass Colesville Reservoir and Clove Brook and go directly to Lake Rutherford to make a direct connection between the lake and the existing transmission system. This would require crossing the preserved farm and State park.

Mr. Bruder stated that SADC staff review has been closely coordinated with DEP, which has corresponded with the Sussex CADB indicating its acceptance of the Borough's proposal as the preferred solution among the project alternatives presented. The Sussex CADB reviewed the project and determined that it is for a legitimate public purpose for the health, safety and welfare of the residents of the State of New Jersey with no materially adverse impact to the preserved farm, the ADA, or State agricultural preservation and development policies. The new water line is proposed to be installed using Horizontal Directional Drilling (HDD) through the Amell Farm to avoid wetland and habitat impacts. The impacts of the proposed project to the preserved farm and ADA are confined to two temporary workspaces totaling 11,363 square feet and a 1-foot wide permanent easement totaling 2,116 square feet on portions of the Amell farm that are primarily wetlands and woodlands and at least 630 feet from lands currently in agricultural use. SADC staff has had numerous discussions with the landowner who has no issues with this affecting his operation. Mr. Bruder stated that staff has determined that its review is sufficiently complete to recommend a finding that this project is not unreasonably adverse to the ADA or the preserved farm, the feasible alternatives have been vetted, this is the most reasonable,

and it is necessary for public health and safety for the water users in Sussex Borough. He noted that the SADC's resolution requires that if geotechnical investigation reveals that HDD is not possible, Sussex Borough must revise and resubmit its Notice of Intent so that the Sussex CADB and SADC may reconsider their findings in light of any amended project requirements and impacts.

Ms. Payne asked Bill Harrison, special counsel for Sussex County, if he had anything to add. Mr. Harrison stated that Sussex Borough is a small, non-affluent municipality that had the foresight in the 1890s to locate and acquire a reservoir, as well as acquire an easement to get the water to their holding reservoir to take it to their treatment plant. Everything worked fine with the overland flow for a century, but now there is increased sedimentation that is overwhelming the treatment plant. The Borough has explored numerous alternatives both with the DEP and SADC to demonstrate that there is no alternative. Basically, the easement will be moved from one location to another. Mr. Harrison said he appreciates the cooperation from SADC staff for the past couple of years to get to this point.

Mr. Waltman stated that at one point his organization had to deal with a proposed natural gas pipeline and they were pleased that the DEP had required it to be an HDD situation. All the approvals were obtained and then it was determined not to be feasible. At that point, the project had all the approvals, DEP did not want to go back and revisit it, and ultimately a very sensitive stream was trenched. He is glad that there is a revisit clause if HDD is not possible. He wanted to know if there is a way for the approval to be conditioned on that technology being affirmed rather than saying that it will be revisited. Mr. Bruder stated that the condemnation process has to go forward so they can do the testing to see if HDD is viable.

It was moved by Mr. Siegel and seconded by Mr. Ellis to approve Resolution FY2018R6(1) finding that the proposed condemnation to obtain two temporary workspaces totaling 11,363 square feet and a 1-foot wide permanent easement totaling 2,116 square feet on the subject property would not cause unreasonably adverse effects on the preserved farm, ADA or State agricultural preservation and development policies pursuant to N.J.S.A. 4:1C-19 and N.J.S.A. 4:1C-25 as detailed in said Resolution and subject to any conditions therein. Further, the SADC recommends that the Governor declare the action necessary for the public health, safety and welfare and that there is no immediately apparent feasible alternative. The motion was approved. Mr. Johnson and Mr. Waltman abstained from the vote. Ms. Brodhecker recused from the discussion and vote because she is a member of the Sussex County Agriculture Development Board, which has taken action on this matter.

**B. Eight- Year Farmland Preservation Program**

1. Renewal
  - a. Joseph, RoseAnne, and Sandra Finocchiaro, Woolwich Township, Gloucester County, 28.95 Acres
2. Terminations
  - b. Anthony Berenato (502/9), Hammonton, Atlantic County, 20.67 Acres

Dave Kimmel reviewed the status of the above-referenced eight-year programs. This is for informational purposes only and no Committee action is required. Ms. Payne noted for the Committee that there is a difference between what a farm is eligible for in soil and water cost-share funds versus what it actually applies for and is granted. For example, the Berenato Farm in Hammonton was eligible for \$35,136 in funds, but over the life of the eight-year program qualified for and was paid approximately \$14,000. As the soil and water cost-share program is ramping up, it is difficult to understand exactly what the total value of projects will be. Staff can project a farm's eligibility, but will not know the cost until a project is submitted. The Finocchiaro Farm in Woolwich qualified for more than \$17,000, but never submitted a project for approval.

**C. Resolution of Final Approval: County Planning Incentive Grant Program (PIG)**

Stefanie Miller, Katie Mazzella and Cindy Roberts referred the Committee to four requests for final approval under the County Planning Incentive Grant Program. They reviewed the specifics of the applications with the Committee and stated that staff recommendation is to grant final approval.

It was moved by Mr. Siegel and seconded by Ms. Jones to approve Resolution FY2018R6(2) through Resolution FY2018R6(5) granting final approval to the following applications under the County Planning Incentive Grant Program, as presented and discussed, subject to any conditions of said resolution:

1. Robert Michisk, SADC ID #10-0412-PG (Resolution FY2018R6(2))  
Block 43, Lot 22, and Block 44, Lot 5, Franklin Township, Hunterdon County,  
and Block 12, Lot 8, Raritan Township, Hunterdon County, 41.9 Net Acres
2. Frank and Thomas Sorbello, SADC ID #17-0179-PG (Resolution FY2018R6(3))  
Block 8, Lot 15.01, Pilesgrove Township, Salem County, 94.67 Net Acres

3. Barry and Joanne Tice, SADC ID #17-0182-PG (Resolution FY2018R6(4))  
Block 53, Lot 13, Upper Pittsgrove Township, Salem County, 40.8 Gross Acres
4. B-JAC Farms, LLC, SADC ID #05-0020-PG (Resolution FY2018R6(5))  
Block 55.01, Lot 33, Middle Township, Cape May County, 6.78 Gross Acres

The motion was unanimously approved. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey. Copies of Resolution FY2018R6(2) through Resolution FY2018R6(5) are attached to and are a part of these minutes.

**D. Resolution of Preliminary Approval: Direct Easement Purchase**

Ms. Mazzella referred the Committee to one request for final approval under the Municipal Planning Incentive Grant Program. She reviewed the specifics of the application with the Committee and stated that staff recommendation is to grant final approval.

It was moved by Mr. Siegel and seconded by Mr. Waltman to approve Resolution FY2018R6(6) granting preliminary approval to the following application under the Direct Easement Purchase Program, as presented and discussed, subject to any conditions of said resolution:

1. John H. Walter, SADC ID #17-0329-DE (Resolution FY2018R6(6))  
Block 15, Lots 4 and 23, Mannington Township, and Block 10, Lot 10, Alloway Township, Salem County, 88.5 Net Acres

The motion was unanimously approved. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey. A copy of Resolution FY2018R6(6) is attached to and is a part of these minutes.

**E. Resolutions of Final Approval: Direct Easement Purchase**

Ms. Mazzella and Ms. Miller referred the Committee to four requests for final approval under the Direct Easement Purchase Program. They reviewed the specifics of the applications with the Committee and stated that staff recommendation is to grant final approval.

It was moved by Mr. Schilling and seconded by Mr. Siegel to approve Resolution FY2018R6(7) through FY2018R6(10) granting final approval to the following

applications under the Direct Easement Purchase Program, as presented and discussed, subject to any conditions of said resolutions:

1. Louanne B. and Dare Koval, and David Bruce, SADC ID #17-0323-DE (Resolution FY2018R6(7))  
Block 18, Lots 58, 58.01, 59, 60, and 61, Upper Pittsgrove Township, Salem County, and Block 43, Lot 2, Elk Township, Gloucester County, 96.2 Net Acres
2. Kingsway Farm Equities, LLC, SADC ID #17-0325-DE (Resolution FY2018R6(8))  
Block 4, Lot 10, and Block 5, Lots 2 and 3, Mannington Township, Salem County, 224 Net Acres
3. Richard H. Melchert, SADC ID #17-0315-DE (Resolution FY2018R6(9))  
Block 40, Lot 2, Alloway Township, Salem County, and Block 69, Lots 9 and 9.02, Upper Pittsgrove Township, Salem County, 156.9 Net Acres
4. Ronald and Kathleen Perrine, SADC ID #10-0255-DE (Resolution FY2018R6(10))  
Block 5, Lot 1, Alexandria Township, Hunterdon County, 85.6 Net Acres

The motion was unanimously approved. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey. Copies of Resolution FY2018R6(7) through FY2018R6(10) are attached to and are a part of these minutes.

**F. Resolution of Final Approval: Nonprofit Easement Purchase**

Amy Mandelbaum referred the Committee to one request for final approval under the Nonprofit Easement Purchase Program. She reviewed the specifics of the application with the Committee and stated that staff recommendation is to grant final approval.

It was moved by Mr. Schilling and seconded by Mr. Siegel to approve Resolution FY2018R6(11) granting final approval to the following application under the Nonprofit Easement Purchase Program, as presented and discussed, subject to any conditions of said resolution:

1. Robin De Groot, et al (MCF), SADC ID #13-0016-NP (Resolution FY2018R6(11))



Block 7.30, Lot 4, Colts Neck Township, Monmouth County, 42 Gross Acres

The motion was unanimously approved. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey. A copy of Resolution FY2018R6(11) is attached to and is a part of these minutes.

## G. Rules

### 1. Draft Municipal Planning Incentive Grant Rule Update

Ms. Payne stated that staff would like to discuss the Municipal Planning Incentive Grant Program (PIG) rules. Both the County and Municipal PIG Programs were established in 2007. It has been 11 years since those rules were established, which enabled staff to gain substantial experience. Staff is suggesting that the rules be updated to reduce redundancy in required documentation, which will make it easier on the towns. At the same time, Acquisition staff strongly favors the idea of creating a competitive pot of funding for the Municipal program. The only distinction between the County and Municipal PIG programs at the moment is that the County program provides base grants with a competitive pot, while the Municipal program only has grants but no competitive pot. Now that there is a predictable funding source with the Corporation Business Tax (CBT), staff would like to create flexibility for aggressive municipalities so that they can run farther. Staff has developed a first draft of rule amendments. No approval is being sought from the Committee at this time. If the Committee is favorable of these changes, staff will send a preliminary draft to partners to solicit their input.

Mr. Bruder reviewed proposed changes to the rules, including amendments to the requirements for comprehensive farmland preservation plans to ensure consistency with the guidelines adopted by the SADC in 2007; requiring the review and re-adoption of these municipal master plan elements at least every 10 years, consistent with the timeframes required under Municipal Land Use Law; reducing the amount of project area information to be submitted annually while still requiring an update to the status of properties within the project area; allowing the project area inventory to be submitted in the form of electronic spatial data (GIS) files as opposed to lists; clarifying the annual application submission requirements, including requiring that applications be accompanied by a resolution of support from the governing body and documentation of the Agricultural Advisory Committee's review; removal of strict deadlines on review and resubmission of PIG annual applications to provide flexibility; creation of a competitive fund similar to the County PIG Program; and elimination of the need for the Committee to grant "preliminary approval" under the outdated current two-step process for review of a PIG annual application.

Mr. Danser asked about allocation of funding for the competitive pot funds. Ms. Payne stated that the Committee will decide on an annual basis how much money will be allocated depending on performance. Mr. Schilling asked how many municipalities are high-performers that are being constrained by not having enough money above their base grants. Ms. Payne stated that more of that information will be provided at July's meeting when appropriations will be looked at more closely. However, part of this is a lack of consistent funding in the past. Municipalities need predictable funding in order to gear up and sustain preservation efforts. The other important issue to her is the Agricultural Advisory Committee connection, which is critical to promoting applications and identifying viable applications at the local level and getting farmers more involved in that process. Ms. Jones asked if the municipalities would need to apply every year or whether it is a reduced application. Ms. Payne stated that it is a reduced application, but municipalities are required to indicate whether they are seeking funds prior to an appropriation cycle. The SADC does not want to allocate funds to a town when they have no interest in spending it. They are asked to provide the SADC with an updated map. So basically, the process is that municipalities get their plan approved and then on an annual basis indicate whether they want or need funding that year and whether anything has changed. Mr. Waltman asked what percentage of County PIG funding is held back for the competitive grant. Ms. Payne stated that it changes based on demand and what has happened recently. Staff's goal is to provide the Committee next month with an FY19 appropriation recommendation and that is what staff looks at. If the balances in the competitive pots are sufficient in any given year, staff may recommend not putting anything additional in the competitive pot that year.

#### **H. Interim Report: Pilot Program for Winery Special Occasion Events**

Hope Gruzlovic stated that Governor Murphy signed into law a bill that extends the pilot program for winery special occasion events on preserved farmland for another two years through May 30, 2020, retroactive to the original pilot program expiration date of March 1, 2018. The bill requires that the SADC within 30 days submit to the Legislature an interim report on the pilot program. The draft report that is presented today is intended to satisfy that requirement. The report is similar to the report presented to the Committee last year, except it includes updates on developments that have taken place since then. Staff also has extracted from the body of the report some of the detailed information collected from registration and certification forms and questionnaires, and placed it into spreadsheet attachments to improve the readability of the report.

Seven wineries have registered for the pilot program and indicate that they hold special occasion events on preserved farmland outside of an exception area. Wineries report conducting a variety of events, including weddings, rehearsal dinners, birthday parties, anniversaries, funerals and memorial gatherings. Some wineries report holding just a few

events, while others regularly hold a variety of events including weddings and some large weekend festivals that can attract several thousand visitors per event. The most recent income certification forms report the percentage of winery income derived from special occasion events ranging from 1 percent to 29 percent.

Questionnaires were mailed to the 19 wineries that are associated with preserved farmland. These are the wineries that staff reaches out to each year to remind them to register if they plan on holding special occasion events. Mr. Schilling asked if there are no responses from the wineries does that indicate that the wineries are not holding special occasion events or are they just being non-responsive. Ms. Gruzlovic stated that while there could be non-responsive wineries, she is fairly comfortable that pilot program participation accurately reflects those wineries that currently conduct special occasion events. Ms. Gruzlovic stated that there have not been many updates made to the questionnaire since last year. One winery manager who anticipates that the pilot program will eventually be approved has provided suggestions on parameters that he finds reasonable if the pilot program was approved.

Mr. Siegel noted that one winery manager stated that without special event revenue, he would be forced to close. That can be presumed to be nonagricultural revenue. Ms. Gruzlovic stated that winery manager favors a balanced approach to special occasion events and all the wineries asserted that events are necessary for their bottom line. Mr. Siegel stated that there is a difference between an event that generates agricultural sales versus an event that generates its own revenue that has nothing to do with agricultural sales. Ms. Gruzlovic stated the revenue would be in addition to agricultural sales and this is how the wineries promote their wine and build brand recognition. Ms. Payne stated that the takeaway from all the winery responses in terms of a winery perspective is that many wineries are in rural places and on preserved farms, so trying to get people to come to their wineries is a challenge. They are not on the level of Sonoma or Napa; they are in the infancy stages in the winery industry. The point that these wineries are making is that they must have these special occasion events to get people to their facility so that they can see that the wine is there to better grow their business. That is a unanimous opinion. Mr. Siegel stated that he visited a winery where he spoke with a manager who stated that he made most of his money from selling wine. Ms. Payne stated that the question is how these sales will be documented as far as agricultural sales or special occasion events. Mr. Siegel stated that the Committee has always agreed about the promotion of agricultural sales on a farm. Ms. Payne stated that staff is focused on collecting information with the four-year pilot program to build an understanding and get an honest snapshot so that the Legislature and Governor can form an opinion.

Ms. Gruzlovic stated that the Ocean County Agriculture Development Board (CADB) has issued a report on the pilot program summarizing its findings, and that report is an

attachment to the SADC's interim report One concern the report raised was a food truck festival where the number of attendees far exceeded what was expected, which resulted in several complaints to the CADB, the municipality and SADC regarding traffic congestion and other issues. Mr. Johnson stated that this is a matter for the municipality to handle as there is no Right to Farm protection for special occasion events. He stated that it is difficult to regulate how successful this can become. Mr. Danser stated that the Legislature must be made aware of all the issues. Ms. Payne stated that the SADC is trying to do just that by being transparent. Ms. Gruzlovic noted that the Ocean CADB's report cited concern about third-party revenue not being captured in the reporting for special occasion events. Ms. Payne stated that this reflects the CADB's perspective that the total economic activity generated by an event should be what is counted and that wine sales should be 50 percent of that total economic activity. The issue raised is the total economic size of the event.

Ms. Gruzlovic stated that municipalities that host wineries associated with preserved farms were surveyed and their feedback also is documented. The municipalities are generally supportive of wineries holding special occasion events on preserved farms. A few noted some concerns about sanitation and public safety issues, but overall they were supportive. The mayor of the municipality where the food truck festival with unexpectedly large attendance took place offered several recommendations for consideration, including maximum attendance limits and possibly requiring a certain number of security personnel on duty at the site, as well as tight control on the amount of alcohol any individual consumes.

Ms. Gruzlovic stated that the report concludes with observations to date; there will be no recommendations until the final report near the end of the pilot program. Ms. Payne stated that there are two references in the document that refer to "pending litigation" that should be corrected to note that litigation has concluded. Once the report is sent to the Legislature, it will be posted to the SADC's website.

## **I. Agriculture Development**

### **1. Policy P-48 Revisions – Soil and Water Conservation Cost-Share Program**

Jeff Everett stated that there has been a great deal of interest in the Soil and Water Conservation Cost Share Program since Corporate Business Tax revenue was made available to fund it. The policy was last revised in May 2006 and staff would like to update it. There are some edits necessary to be inclusive of the various preservation programs that exist in New Jersey; not all of them are included in the current policy.

Mr. Everett explained how the proposed revised policy would prioritize applications for

soil and water conservation for the receipt of limited funding. First priority would continue to be permanently preserved farms, including the SADC's Fee Simple, County Easement Purchase, Direct Easement Purchase, County and Municipal Planning Incentive Grant and Nonprofit programs. This first-priority category would be expanded to include Burlington County and State Transfer of Development Rights programs and agricultural land subject to an agricultural restriction approved by the SADC as part of a cluster development. It would also include farms where Highlands or Pinelands development credits have been severed and deed restrictions approved by the SADC recorded. Mr. Siegel asked why the nonprofits were not included in the first round of funding under the existing policy. Ms. Payne stated that they were left out of the description of the policy, not the funding. Staff is just trying to clean up the paperwork involving this program.

Mr. Everett stated that Brian Wilson of the Burlington County Agriculture Development Board (CADB) spearheaded an effort on behalf of the counties to include county independent purchases. Up to this point farms preserved independently by a county, with no SADC cost-share, have not been able to avail themselves of soil and water funding. County independent purchases do not emanate from ARDA, but rather from the Land and Buildings Act. Such farms are now only able to access soil and water funds through enrollment in eight-year programs. Mr. Everett noted that because these farms are already permanently preserved, the eight-year process can become redundant and administratively burdensome to the landowner. Therefore, the policy would provide for 16-year terms (eight-year terms are the minimum provided for under ARDA) and include these farms in the first priority for soil and water funding with other permanently preserved farms. Mr. Everett said the same would apply for Highlands or Pinelands farm where development credits have been severed and deed restrictions approved by the SADC recorded. They would also be added to the first priority category for what is now referred to as a "term" program (16 years) rather than "eight-year" program.

Ms. Payne stated that she wanted to clarify that all permanently preserved farms that come through the SADC programs are eligible for soil and water funding and always have been. When the state TDR Act passed it specifically stated that farms preserved through TDR for farmland preservation purposes can access those funds. It is a statutory automatic eligibility. The same thing applies to the cluster law, which requires that if it is a preserved farm and the SADC approves the easement, it will be treated like an ARDA-preserved farm in terms of the benefits. Then there are other programs like the Highlands and the Pinelands where there is no statutory link and those statutes do not reference ARDA benefits. That cannot be corrected regulatorily; that would require a statutory change. Staff is trying to make that overlap process as painless and efficient as possible by enrolling them in a term program.

Mr. Siegel stated that there was some concern about the cluster easements; some of them are a little loose and amount to open space preservation easements. Ms. Payne stated that the cluster law states that in order to be considered a farmland preservation easement the SADC's template deed must be used or the SADC must approve the deed. Mr. Danser asked about municipal clusters. Ms. Payne stated that municipalities have never requested soil and water cost-share before. Mr. Danser stated that they should be addressed as the SADC is going through this process. Ms. Payne stated that staff did not address municipal clusters and would like to do more research before adding them to this draft policy. The counties tend to use the SADC's deed template; she would guess most municipalities do not. Mr. Danser stated that there are four or five farms preserved in Cranbury and they were supposed to use the State deed of easement. Mr. Waltman asked about a municipality independent purchase outside of a cluster context, or a nonprofit that has an easement donated to it. If it is triggered by the easement language, it should not matter who holds the easement. Mr. Everett stated that staff tried to be as inclusive as possible.

Mr. Everett noted that term easements in some respect are stricter than permanent deed restrictions. The term program requires that the premises be retained "in agricultural use and production" instead of simply "available for"; requires the landowner to comply with agricultural management practices recommended by the Committee; and requires the landowner to grant the Committee the first right and option to purchase the premises in fee simple. However, since permanently preserved farms no longer exhibit development potential as defined in the SADC's regulations, the Committee will not be exercising this right, which should address some concerns by landowners contemplating enrollment in term preservation programs.

Mr. Everett stated that second priority would be given to farms preserved through term programs if enrolled for a period of 16 years, and third priority would be given to farms preserved through term programs for a period of eight years.

Ms. Payne stated that no decision is being sought from the Committee on the proposed policy changes at this point. The proposed changes will be sent to the counties, which will have time to provide input before staff brings this before the Committee again. Ms. Payne asked Mr. Wilson if he has any thoughts on this discussion. Mr. Wilson stated that he supports the 16-year easement and believes his CADB will also. He believes this is a practical and efficient way to solve the problem, which will only grow given the requests for soil and water cost-share funding. He hopes that the SADC does everything it can to support more funding for soil and water cost-share in the future. The role of the SADC and CADBs is not just farmland preservation, but also agricultural development.

Harriet Honigfeld of the Monmouth CADB stated that her one concern is that people already enrolled in eight-year programs would be disadvantaged. She wonders if the

SADC can establish some kind of grandfathering provision that would prevent that. Ms. Payne stated that staff will think about that.

Chairman Fisher arrived at this point to chair the meeting. He stated that he was at the back of the room as a spectator for a while because he needed to leave to attend a Cabinet meeting.

## 2. Farmland Stewardship Deer Fencing Program Update

Mr. Everett stated that one year ago the Committee approved \$456,000 for the Deer Fencing Program. Dave Clapp and Dave Kimmel will provide an update on the program with some enhancements in mind for a second round of grants. He noted that while this program is only for preserved farms, it has raised awareness of the deer management issue statewide. New Jersey Farm Bureau has worked with Rutgers University to try do a deer study specific to New Jersey to obtain statistics and Department of Environmental Protection (DEP) harvest regulations and see how they compare to other states.

Mr. Clapp stated that SADC has been active with the Deer Fencing Program this year. Initially there were 46 individual applications and the SADC funded 32 applications, which is 100 percent of the eligible applications. Some farmers were not eligible for the program based on the way the rules are currently written. As of this week, there are six fences installed, four by contractors and two that were self-installed by landowners. Two projects were cancelled, leaving 24 projects in various stages of the process. Mr. Clapp reviewed per-acre installation costs and deer damage estimates. Ms. Payne stated that one farmer told staff that their operation can grow crops that it never did before due to deer fencing. Mr. Clapp stated that a few nursery applications indicated that they cannot plant nursery stock until the deer fence is complete because they will lose everything. Chairman Fisher asked about the lifespan of the deer fence. Mr. Clapp stated that the deer fencing should last for about 30 years. The SADC requires that fencing be maintained for 10 years.

Mr. Kimmel stated that fences installed by contractors tend to meet the SADC's standards. When farmers install the fences, it may take longer because that is not their area of expertise and farmers may go above and beyond the minimum standards. For example, the posts may be thicker and measure 8.5 feet high as opposed to 8 feet and may be set deeper in the ground than the standards allow, which may shorten the lifespan of the fence. Mr. Kimmel showed the Committee photos of well-installed deer fencing. Mr. Clapp stated that there have been some negative observations. Applicants requested to use old materials for the fence, repaired an existing deer fence rather than install a new one, used posts that were too short and not set in the ground at the appropriate depth, and did not use wire to meet the SADC's specifications. There was some variation from the

SADC's specifications in certain places where the specifications were not sufficiently clear. Mr. Clapp showed the Committee photos of fencing that was not installed properly and the negative impacts that would occur as a result. Although the farmers were given training videos and instructions on how to install deer fence correctly, there still have been some issues with installation.

Mr. Kimmel stated that application and policy issues need to be considered by the Committee as the Deer Fencing Program progresses. Suggestions include simplifying the application and extending the application deadline. Mr. Siegel asked if staff requires the applicant farm to be farmland assessed. Mr. Clapp stated that applicants must have farmland income, but not that they be farmland assessed. However, any farm that applies for deer fencing must be a permanently preserved farm. Further, any farmer who applies for and has the need for deer fencing is likely to have farmland assessment.

Mr. Kimmel stated that next steps would include offering a second round of the program with improvements where indicated, doing some additional review and economic analysis, and ultimately if necessary developing rules specifically for this program as the SADC currently is using retrofitted rules. Chairman Fisher asked how many projects had been completed and how many were approved. Mr. Clapp stated that 32 projects were approved and 6 have been installed. One was not approved because the fencing failed to meet the SADC's specifications. Mr. Clapp stated that staff is working with another landowner to modify the fencing project so that it makes specifications. Chairman Fisher suggested that staff take a simpler approach when doing the second round, given that many projects from the first round are still outstanding. Mr. Everett stated that applicants have three years to consummate the project; some landowners have needed a little more time to finish their projects. Chairman Fisher stated that ties up time and money; funding is encumbered for three years before staff knows whether cost-share grants can be awarded. Mr. Everett stated that Soil and Water Conservation Cost-Share funding is the same way. That is why staff tries to forecast how much funding will be spent. There is enough funding for another round of deer fencing, at a funding level of \$500,000. With the pilot program, the more that is seen, the more learned.

Chairman Fisher questioned if the SADC's deer fencing policy can be revised to state that money must be used during a specific timeframe (e.g., 18 months) and all materials must be new, or whether that requires new rules. Mr. Clapp stated that some things can be added to the policy, but the three-year timeframe is in the existing stewardship rules, so he would defer to executive staff and the Committee on that. Regarding the use of new materials, Mr. Schilling stated that he recalls the standard was performance-based. Mr. Everett stated that the Committee could require that the fencing is contractor installed. Chairman Fisher replied that farmers have the equipment and ability to install the fencing. Ms. Payne stated that staff tried to develop a standard so that the general public seeing



deer fencing on a preserved farm that was installed with CBT funds can be assured that the fencing will last. She thinks staff can improve some of the paperwork, but the question comes down to whether the SADC will have a standard and enforce it. Her concern is that staff has seen some projects that she does not think the Committee would want to fund. Mr. Ellis stated that there is a practical amount of time needed to design a obtain, a permit from the municipality and install the fence. He does not think three years is unreasonable. Mr. Johnson stated that the SADC should require all new material. Mr. Siegel stated that while new material sounds like a good rule, before doing that staff should speak with contractors who install fencing because they may say that is not necessary. Mr. Ellis stated that the fencing just needs to meet specifications. Chairman Fisher indicated that is the current standard.

Ms. Payne stated that based on the direction from the Committee, staff will streamline the application to be less demanding where possible, clarify standards where necessary, continue to allow farmers to use their existing material if they meet specifications and install the fence themselves if they so choose, and require that farmers take training for deer-fencing installation. Staff's recommended FY19 appropriation recommendations next month will include \$500,000 for round two of the Deer Fencing Program. A revised policy will be brought before the Committee for approval and then staff will announce a second round. Mr. Danser stated that he would like to see equitable funding in appropriation of funds between the Deer Fencing Program and the Soil and Water Cost-Share Program to ensure that unused deer-fencing funding that could be used for soil and water grants does not languish. Ms. Payne stated that staff will authorize \$500,000 for the second round of deer fencing with a deadline and if there are not enough applications that meet or exceed that deadline, the money will be used for the Soil and Water Conservation Cost-Share Program.

### **Public Comment**

Donna Rue stated that when she applied for the Deer Fencing Program she was told she was not an established farmer. The farmer she rents to had to submit his income tax paperwork to obtain deer fencing funds. She suggested that there be a new definition of the requirements for the farmer/owner to make the process easier going forward. She would have liked to help the farmer out in this case since a fence is costly. Ms. Payne stated that the SADC's current regulations have certain provisions that cannot be changed without the SADC adopting new rules, but when that happens there will be some changes made.

Mr. Waltman departed the meeting at this point.

### **J. Right to Farm**

1. Office of Administrative Law (OAL) Final Decision  
In the Matter of CLC Farms, LLC

Brian Smith, Esq., stated that in April the SADC received an initial decision in the CLC Farms case. The SADC's final decision in this OAL case is not due until mid-August. Before preparing SADC's final decision, legal staff would like to initiate a discussion with the Committee on the most important issue in the case, which was dealt with by the CADB and Judge Mason in his initial decision and involves whether CLC is a commercial farm as defined in the Right to Farm (RTF) Act. The RTF Act's eligibility criteria include producing agricultural products worth \$2,500 or more annually. This is important for this case because neither the CADB nor the Administrative Law Judge (ALJ) dealt with the worth of the product on the CLC farm. Instead, a lot of time and effort was devoted to going over three receipts that CLC provided to support income of \$2,500 or more from the farm.

Mr. Smith stated that this is an unusual case because CLC bought the farm in January 2014, began planting 5,500 to 6,000 trees and shrubs starting in late February 2014, then applied for a site-specific agricultural management practice (SSAMP) for their nursery in May 2014. The first hearing that the CADB held was in July 2018. The issue was that trees were brought on the property and planted, but there was not a lot of sales activity. CLC provided to the CADB a receipt for what has loosely been called mulch (what Mr. Smith would call wood chips) generated by chopping up old orchard material from the prior farm operation/owner. It was previously a vegetable and fruit farm. That receipt indicates CLC selling the mulch (the record does not specifically indicate what was sold, it just states chopped up trees) to Chatham Landscaping Company, which is owned by the same people who own CLC. Mr. and Mrs. Kloberg, husband and wife, own CLC Farms, LLC which, is the owner of the farm. They also own Chatham Landscaping Company, KevSue Development Company (home builder) and CLC pools (pool installation). The main base for Mr. and Mrs. Kloberg's business is in Bound Brook, Somerset County. The second receipt provided by the Klobergs in June 2014 was a check from KevSue to CLC in the amount of \$1,725 representing trees and shrubs to be delivered in Fall 2014. The third receipt for \$2,300, dated in June 2014, was from Chatham Landscaping to CLC for trees and shrubs. The total for the second sale was listed as over \$8,300 worth of trees and shrubs to be sent to a home site KevSue was developing in Spring Lake in the Fall.

Mr. Smith stated that CLC bought the farm in Wall Township to develop a nursery of very high-end trees and shrubs – rare species, hard to find, unusually shaped and, according to the testimony, very expensive because they are not readily available to other tree wholesalers or landscape architects in the area. Mr. Kloberg testified that some of the tree species are worth \$700 to several thousand dollars each. The issue is how to deal

with the mulch sale and the two tree and shrub sales to a sister entity owned and controlled by the farm owner and the fact that the second sale was prospective and the third sale involved trees and shrubs that had not been on the property that long. His memo indicates that the ALJ recognized the mulch sale and recognized the \$8,000 sale as contributing to farm income because the product would have been on site for an extended period, but did not recognize the trees that were only there for a couple of months and were immediately removed from the farm, probably in June. The purpose of this presentation is to initiate discussion among the Committee regarding how it views the income issues so that Alison Reynolds, Esq., has some direction when she drafts the final decision. Mr. Smith showed the Committee pictures of the CLC farm. He stated that the neighbors' main concerns were commercial farm eligibility because they were disputing the receipts; use of a residential road for tractor-trailer traffic, dump trucks and dump trucks pulling flatbeds with equipment on it, and changing the character of the neighborhood. Ms. Payne asked Mr. Smith to clarify which entity purchased the farm and which entity purchased the trees that were moved to the farm. Mr. Smith stated that CLC purchased the farm and Chatham Landscape purchased the trees that were moved to the farm. Mr. Smith stated that there was a dispute as to whether the trees were planted on the farm or not. Bill Sciarappa, the Rutgers Cooperative Extension specialist, indicated that a wide variety of trees and shrubs were planted with trickle irrigation. Ms. Payne stated that the issue raised by the neighbors was that there was nothing in the record that indicated CLC ever owned the trees, although CLC provided a receipt for their sale. She cautioned that the Committee should be careful as to what it relies on as evidence. Mr. Danser stated that the RTF Act does not require that the property owner has to sell or generate the income; it says that the property has to do that. There are plenty of farms that are rented out to somebody else that still qualify. Chairman Fisher asked about the road at the other end of the property. Mr. Smith stated that CLC is not allowed to use it.

Mr. Smith stated that at the local level, what was looked at in this case was income. However, that is not the test. In 99 percent of RTF cases, farmers bring in receipts, but the statute does not say income; it says worth of the product. Here, 5,500 high-end trees were brought in and planted; even if they increased in worth 50 cents, that amounts to \$2,800 worth of value, which exceeds the RTF minimum. Mr. Siegel stated that at some point that amounts to running a Home Depot-type garden center. If plants are brought in in boxes and they are watered and then sold, that is clearly not a farm. Mr. Smith replied that did happen, but there were many other trees and plants that would be raised and nurtured for a full growing season. He believes value can be inputted to high-end, very rare species that take them well over \$2,500 rather than having them produce receipts. That is different than how the CADB or Judge Mason handled it. He believes the Committee can look at it differently and be consistent with the RTF Act. Mr. Danser stated that the landowner does not have to own the trees. The tenant farm can be planting something, raising a crop and generating income. The property generated the value. He thinks that the

Committee can agree with the ALJ on the receipts and say that besides that there is no question that the property generated way more than that in value. Ms. Payne stated that she agrees with that thinking but the problem the receipts and all of the different companies presents is that under the RTF Act the definition of a farm management unit is a single enterprise. She does not think the Committee wants to argue this is a single enterprise. These are separate businesses, separate tax numbers, separate tax filings. She believes that the Committee is better off focusing on the fact that the amount of agricultural production that occurred on the property over a growing season with 5,500 trees is irrefutable. Mr. Danser asked what the law says about a management unit. If it is all common ownership, the case might be made that it is all a management unit. There are lots of farms that have separate corporations that handle labor, trucking, and production, strictly for liability reasons and things like that, but have common ownership. Mr. Schilling stated that the unit that gets RTF production would be whatever is determined to be the commercial farm because RTF protection cannot be provided for the LLC that does trucking. To him, CLC is the farm that the Committee is looking at and the question is whether it meets the \$2,500 eligibility requirement and gets protection.

Chairman Fisher asked if there were other activities at the CLC farm that would cause traffic complaints. Mr. Smith stated that at the time of the SSAMP application there was a proposed farm sales center that would be dedicated to on-farm marketing as a farm sales center and farm office. Ms. Payne stated that the ALJ's decision was very clear that landscaping consulting services was not an activity that was being protected. She stated that the Committee will get to the merits of the traffic complaints at a later time.

Ms. Payne stated that regarding mulch, the RTF Act requires in order to qualify as an agricultural activity it must be listed in the North American Industrial Classification System (NAICS). Producing and selling mulch is not listed there. On the other hand, mulch is generally considered a forest product and farmland assessment talks about these things in the context of a woodland management plan. Her feeling is that the Committee does not need to address mulch because it can determine eligibility based on the worth of the nursery stock. She stated that she believes staff has received sufficient feedback to begin drafting the SADC's final decision.

### **Public Comment**

Harriet Honigfeld from the Monmouth County CADB stated that from the CADB staff's perspective, any clarification regarding the evaluation of income is welcome because evaluating income is complicated and difficult, and the Monmouth CADB did the best that they could in the CLC Farms case. The Monmouth CADB wants to point out the Arno decision because that was weighed heavily in the CLC Farms case. Whatever

decision the Committee makes regarding CLC Farms should be integrated with the Arno decision since there is a contract for the value added over time with the growth of nursery stock. One of the complainants was the municipality, which claimed that the other access road could not be used for CLC Farms. Ms. Payne asked if the farmer sought other access through the Right to Farm SSAMP request process. Ms. Honigfeld stated that there was a request to deal with it, but since it was a municipal road the CADB felt that it was not within their jurisdiction. Ms. Honigfeld was asked if she thought CLC Farms was running their landscaping, pool or construction businesses out of the farm. Ms. Honigfeld stated that the resolution stated that CLC Farms cannot run their other businesses out of their farm and she does not believe that they are.

#### **TIME AND PLACE OF NEXT MEETING**

**SADC Regular Meeting:** Thursday, July 26, 2018, 9 a.m.

**Location:** Health/Agriculture Building, First Floor Auditorium.

#### **CLOSED SESSION**

At 1:41 p.m. Ms. Payne read the following resolution to go into Closed Session:

In accordance with the provisions of the Open Public Meetings Act, N.J.S.A. 10:4-13, it is hereby resolved that the SADC shall now go into executive session to discuss certain matters including the certification of values for property acquisitions under the Farmland Preservation Program, personnel matters, any pending or anticipated litigation, and/or any matters falling within the attorney-client privilege. The minutes of such meeting shall remain confidential until the Committee determines that the need for confidentiality no longer exists.

It was moved by Mr. Danser and seconded by Mr. Siegel to approve the resolution to go into Closed Session. The motion was unanimously approved.

#### **ACTION AS A RESULT OF CLOSED SESSION**

It was moved by Mr. Danser and seconded by Mr. Siegel to approve the Certification of Values for the following applications as discussed in Closed Session:

##### **A. Real Estate Matters - Certification of Values**

1. County Planning Incentive Grant Program

- a. Eberdale Farms (Lot 8), SADC ID #06-0199-PG  
Block 4, Lots 8, 8.01 and 8.02, and Block 2, Lot 10, Stow Creek Township,  
Cumberland County, 104 Acres
- b. Benny M. La Sala, SADC ID #06-0200-PG  
Block 84, Lots 21, 24, 25, 29 and 30, Deerfield Township, Cumberland County,  
96 Net Acres

2. Municipal Planning Incentive Grant Program

- a. Alice C. Miller, SADC ID #10-0417-PG  
Block 9, Lot 10, and Block 10, Lot 74, Alexandria Township, Hunterdon  
County, 65.79 Net Acres
- b. Bruce and Eileen Coombs, SADC ID #17-0173-PG  
Block 13, Lot 17, and Block 28, Lots 6 and 8, Pilesgrove Township, Salem  
County, 42.4 Net Acres

3. Direct Easement Purchase Program

- a. Estate of Daniel Varela, SADC ID #10-0245-DE  
Block 32, Lots 5 and 6, and Block 33, Lot 12, Kingwood Township, Hunterdon  
County, 89.4 Net Acres
- b. US Agrinova, LLC (Shuster), SADC ID #10-0254-DE  
Block 41, Lot 9, Kingwood Township, and Block 29, Lot 4, Delaware  
Township, Hunterdon County, 105 Net Acres
- c. Woodmeier Farms, LLC, SADC ID #10-0250-DE  
Block 19, Lot 3.01, West Amwell Township, Hunterdon County, 68.2 Acres
- d. John B. Bitter III and Barbara M. Bitter, SADC ID #17-0321-DE  
Block 6, Lot 3; Block 19, Lot 1; and Block 21, Lot 13, Mannington Township,  
Salem County, 147 Acres
- e. James F. Wepler (Lot 16), SADC ID #10-0252-DE

Block 3, Lot 16, Clinton Township, Hunterdon County, 49.5 Net Acres

- f. Douglas E. Fogg, SADC ID #17-0332-DE  
Block 36, Lot 5, Elsinboro Twp., and Block 4, Lot 5, Lower Alloways Creek  
Township, Salem County, 97.3 Net Acres

The motion was unanimously approved. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey. This action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4F. (Copies of the Certification of Value Reports are attached to and are a part of the Closed Session minutes.)

**B. Attorney/Client Matters**

None

**ADJOURNMENT**

The meeting was adjourned at 2:03 p.m.

Respectfully Submitted,



Susan E. Payne, Executive Director  
State Agriculture Development Committee

**STATE AGRICULTURE DEVELOPMENT COMMITTEE**

**REVIEW OF A NON-AGRICULTURAL DEVELOPMENT PROJECT IN AN  
AGRICULTURAL DEVELOPMENT AREA INCLUDING CONDEMNATION OF  
PRESERVED FARMLAND**

**SUSSEX BOROUGH RAW WATER TRANSMISSION PIPELINE ON A PORTION OF  
THE HANS AMELL (a.k.a JOSEPH F. & S.) FARM**

**WANTAGE TOWNSHIP, SUSSEX COUNTY**

**Resolution #FY2018R(1)**

**June 28, 2018**

WHEREAS, pursuant to the Agriculture Retention and Development Act (ARDA), N.J.S.A. 4:1C-19, et seq., any public body which intends to exercise the power of eminent domain within an Agricultural Development Area (ADA), shall file a Notice of Intent (NOI) with the County Agriculture Development Board (CADB) and the State Agriculture Development Committee (SADC) 30 days prior to the initiation of the action; and

WHEREAS, pursuant to N.J.S.A. 4:1C-25, no public body shall exercise the power of eminent domain for the acquisition of land in a municipally approved farmland preservation program or from which a development easement has been conveyed, for the construction of dwellings, commercial facilities, transportation facilities, or water or sewer facilities to serve nonfarm structures unless the Governor declares that the action is necessary for the public health, safety and welfare and that there is no immediately apparent feasible alternative; and

WHEREAS, CADBs and the SADC are charged with the responsibility, pursuant to N.J.S.A. 4:1C-19, to review intended takings under the power of eminent domain by public bodies or public utilities on land in an ADA and the construction of certain facilities to serve nonfarm uses in order to determine the proposed action's effect upon the preservation and enhancement of agriculture in the ADA, the municipally approved program, and overall State agriculture preservation and development policies; and

WHEREAS, Sussex Borough, Sussex County has relied upon Lake Rutherford, via a tributary known as Clove Brook, as its source of potable water since 1897; and

WHEREAS, for this purpose, Sussex Borough, formally the Borough of Deckertown, purchased land surrounding Lake Rutherford's outfall to Clove Brook in 1896 and the entirety of Lake Rutherford, shown as Block 165, Lot 25 on Schedule A in 1918; and

WHEREAS, from its source at Lake Rutherford, water flows downhill within the natural course of Clove Brook to Colesville Reservoir where it then enters a transmission line and is transported several miles to the Colesville Surface Water Treatment Plant and on to Sussex Borough's distribution system; and



WHEREAS, as highlighted on the attached title report, Schedule B, deeds and agreements dating back to 1896 were recorded between the Borough of Deckertown / Sussex Borough and former owners of land surrounding Lake Rutherford and Clove Brook which both transfer land surrounding, or in proximity to, Lake Rutherford and note the Borough's rights to the water within Clove Brook and contain provisions ensuring protection of its quality; and

WHEREAS, between Lake Rutherford and Colesville Reservoir, Clove Brook flows through portions of what is now High Point State Park, managed by the New Jersey Department of Environmental Protection's (NJDEP) Division of Parks and Forestry, and a forested section of the Hans Amell Farm, as shown in Schedule A; and

WHEREAS, the Hans Amell Farm was permanently preserved as the Joseph F. & S. Farm by Sussex County on June 23, 1998 and is in an Agricultural Development Area; and

WHEREAS, the July 27, 1896 (Deed Book H9, Page 22) and August 26, 1918 (Deed Book S11, Page 46) agreements in Schedule B were noted in the title report obtained prior to preservation of the Amell farm; and

WHEREAS, Sussex Borough has long experienced a decline in the quality of its raw water supply due to high turbidity added to Clove Brook during rain events and increased deposition of sediment in Colesville Reservoir leading to eutrophication and algal blooms; and

WHEREAS, the NJDEP has issued Sussex Borough notices of violation of the Safe Drinking Water Act (N.J.S.A. 58:12A- 1 et seq.) due to turbidity and unacceptable levels of Total Trihalomethanes (TTHM) resulting from the Borough's need to increasingly use chlorine disinfection at the Colesville Surface Water Treatment Plant; and

WHEREAS, attempts to mitigate the turbidity and TTHM problem, including a pilot cartridge filtration system at the Colesville Surface Water Treatment Plant approved by the NJDEP in 2014, have not resulted in a permanent solution for Sussex Borough; and

WHEREAS, Sussex Borough's engineers assessed a variety of possible solutions including: alternative groundwater and surface water sources; upgrades to Colesville Reservoir; alternative pre-treatment systems at the Colesville Surface Water Treatment Plant; and the relocation of the raw water intake directly to Lake Rutherford; and

WHEREAS, the Borough's engineers determined that the most effective and economical long-term solution was to bypass Colesville Reservoir and Clove Brook and relocate the raw water transmission line intake directly to Lake Rutherford; and

WHEREAS, the Borough's proposed solution contemplates a new high-density polyethylene raw water line, of between 8 to 12-inch diameter, from the Borough's existing transmission line below Colesville Reservoir northwest through the Amell Farm and High Point State Park to Lake Rutherford, as shown on Schedules A and C; and

WHEREAS, the new water line is proposed to be installed using Horizontal Directional Drilling (HDD) through the Amell Farm to avoid wetland and habitat impacts, at depths of up to 40 feet, entering adjacent to Brink Road and running through Block 165, Lot 12 before exiting in Block 165, Lot 34 of High Point State Park at a point where installation is proposed to resume via an open cut trench to Lake Rutherford, see Schedule C; and

WHEREAS, once permission to access the preserved farm and state-owned lands is obtained, geotechnical investigation, involving one boring on High Point State Park and three on the Amell Farm, as shown on Schedule C, is required to determine HDD viability; and

WHEREAS, Sussex Borough, through its consultant engineers, submitted NOI documents with the Sussex CADB and the SADC informing both agencies of the Borough's intent to seek condemnation on Block 165, Lot 12 for two temporary workspaces totaling 11,363 S.F. (a 5,247 S.F. temporary easement for the HDD entry pit and staging area and a 6,116 S.F. temporary easement for staging and stockpiling), a 1-foot wide permanent easement totaling 2,116 S.F. over the underground transmission main, and for the required geotechnical borings, as shown in Schedule C; and

WHEREAS, SADC staff reviewed the Notice of Intent submitted by the Borough, discussed the project with the preserved farm landowner, and determined that the Borough has adequately addressed all requirements and information about the project pursuant to N.J.S.A. 4:1C-19 and N.J.A.C. 2:76-7.1 et seq.

WHEREAS, the impacts of the proposed project on preserved farmland and the ADA is confined to two temporary workspaces totaling 11,363 S.F. and a 1-foot wide permanent easement totaling 2,116 S.F. on portions of the Amell Farm which are primarily wetlands and woodlands and at least 630 feet from lands currently in active agricultural use; and

WHEREAS, SADC staff review has been closely coordinated with NJDEP as it conducts parallel Land Management Review and permitting processes to evaluate alternatives to use of state owned land, project impacts and requirements for project approval; and

WHEREAS, to date, NJDEP has provided correspondence to the Borough indicating its acceptance of the Borough's proposal as the preferred solution among the project alternatives presented, as well as acceptance of the Borough's historic water rights; and

WHEREAS, the Sussex CADB, at its meeting on June 18, 2018, reviewed the NOI and determined that the project is for a legitimate public purpose of the health, safety and welfare of the residents of the State of New Jersey with no materially adverse impact to the preserved farm, the ADA, or State agricultural preservation and development policies; and

NOW, THEREFORE, BE IT RESOLVED that the SADC finds that the proposed condemnation to obtain two temporary workspaces totaling 11,363 S.F. and a 1-foot wide permanent easement totaling 2,116 S.F. on the subject property would not cause unreasonably adverse effects on the preserved farm, ADA or State agricultural preservation and

development policies pursuant to N.J.S.A. 4:1C-19 and N.J.S.A. 4:1C-25 for the following reasons:

1. The Borough's ownership of Lake Rutherford and history of recorded agreements with prior landowners surrounding Clove Brook demonstrates the Borough possesses pre-existing water rights to water flowing from Clove Brook;
2. The proposed project is necessary in order to provide a reliable source of drinking water for Sussex Borough;
3. The project is a legitimate public purpose necessary for the public health, safety and welfare;
4. The project has been designed to minimize impacts to the premises to the greatest extent possible;
5. The Borough has evaluated all options and determined that there is no immediately apparent feasible alternative that would provide an equivalent source of quality drinking water; and
6. The project as proposed will not negatively impact the existing farming operation since the area to be condemned is not an actively used portion of the farm; and

BE IT FURTHER RESOLVED that the SADC agrees with the Sussex CADB's determination that there are no other immediately apparent feasible alternatives to attenuate Sussex Borough's raw water quality issues and that the proposed taking and use of the subject property will not cause unreasonably adverse effects on the ADA, or State agricultural preservation and development policies; and

BE IT FURTHER RESOLVED that should geotechnical investigation reveal that HDD is not possible, Sussex Borough shall revise and resubmit its NOI so that the Sussex CADB and SADC may reconsider their findings in light of any amended project requirements and impacts; and

BE IT FURTHER RESOLVED that the SADC recommends that the Governor declare the action necessary for the public health, safety and welfare and that there is no immediately apparent feasible alternative; and

BE IT FURTHER RESOLVED that the County is directed to work with the SADC to insure the condemnation is properly valued and approved by the Committee, and that the net proceeds of the condemnation award be distributed pursuant to paragraph 23 of N.J.A.C. 2:76-6.15; and

BE IT FURTHER RESOLVED that this action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

6/28/2018

Date

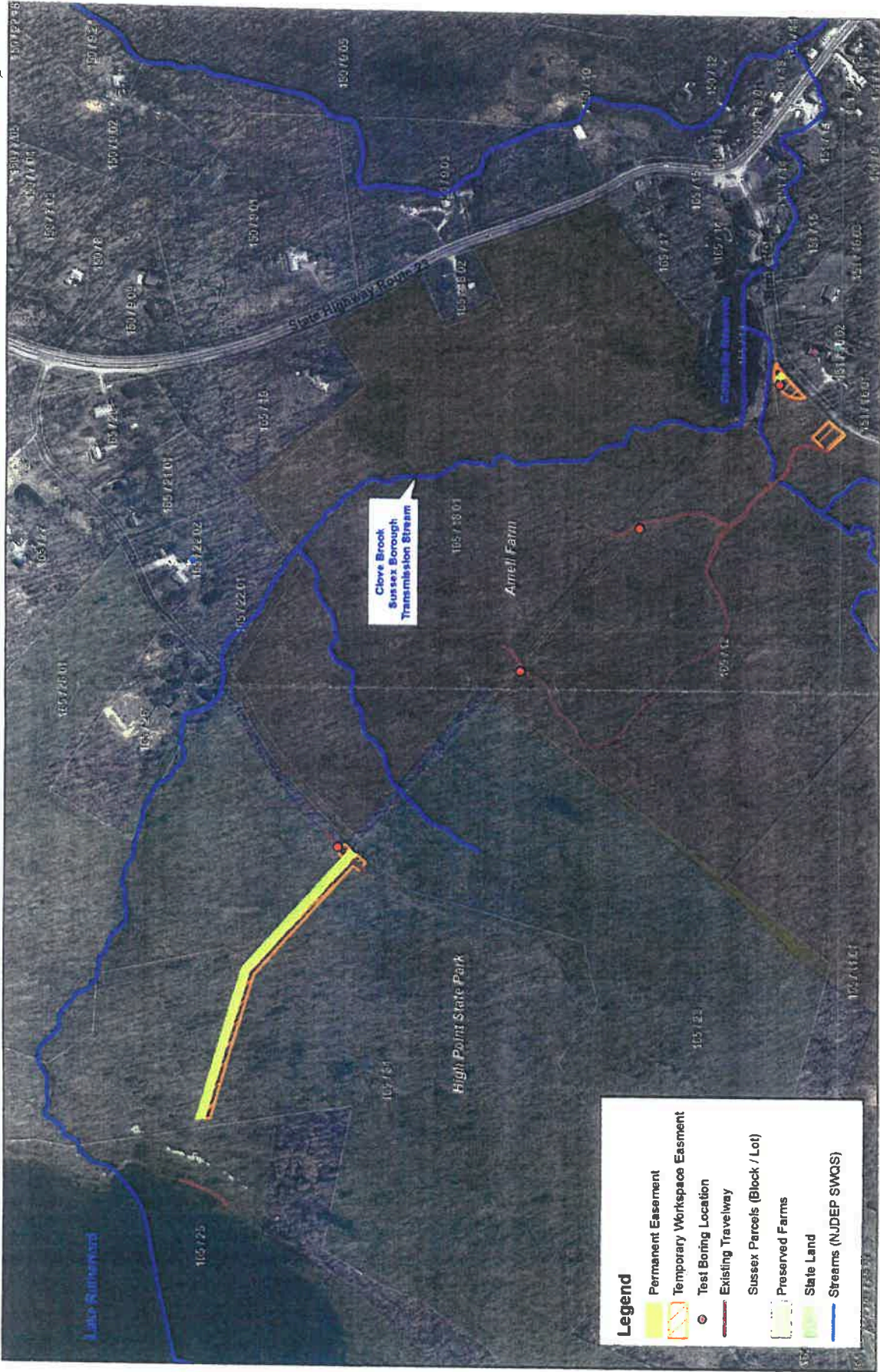


Susan E. Payne, Executive Director  
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

Douglas H. Fisher, Chairperson	ABSENT
Renee Jones (rep. DEP Commissioner McCabe)	YES
Thomas Stanuikynas (rep. DCA Commissioner Oliver)	ABSENT
Ralph Siegel (rep. State Treasurer Muoio)	YES
Jane Brodhecker	RECUSE
Alan Danser, Vice Chairman	YES
Scott Ellis	YES
Denis C. Germano, Esq.	ABSENT
Peter Johnson	ABSTAIN
Brian Schilling (rep. Executive Dean Goodman)	YES
James Waltman	ABSTAIN

Schedule A: Project aerial overview



Schedule B  
Cornerstone Abstract & Title Agency, LLC  
115 Spring Street, 2nd Floor  
Newton, NJ 07860  
973-383-1252 Fax: 973-383-1973

---

January 13, 2017

Francis J. McGovern, Esq.  
115 Spring Street  
Newton, NJ 07860

RE: Sussex Borough  
Lot 25 Block 165, Wantage Township  
File No. ES16-27543

As requested we have conducted searches for information relating to the water rights and right of ways to the Borough of Sussex a/k/a Deckertown over several lots near Lake Rutherford, said lots being known as Lots 12, 23, 34, 18.01, 26 and 26.01 in Block 165 on the Tax Map of the Township of Wantage. The focus of the rights and/or right of ways run from Lake Rutherford (shown as Lot 25 in Block 165, Wantage Township) to the "Reservoir" in Colesville known as Lot 13 in Block 165, Wantage Township. We completed a Grantee search for the Borough of Sussex a/k/a Deckertown from 1896 to date for relevant deeds in establishing these rights and found the following:

Title for Lot 25 Block 165 Wantage (the Lake Rutherford lot) is vested in the Borough of Sussex by the following Deeds:

Deed to the Borough of Deckertown from Britta M. Cooper, surviving Executrix and Trustee under the Last Will and Testament of Charles H. Cooper, deceased, dated September 10, 1896, recorded June 16, 1897 in Deed Book H9, Page 215.

Deed from Susie Kuser and Anthony R. Kuser, w/h, dated December 9, 1918, recorded April 3, 1919 in Deed Book T11, Page 13. and

Deed from Susie Kuser and Anthony R. Kuser, w/h, dated October 22, 1919, recorded January 8, 1920 in Deed Book W11, Page 176.

There is a stream running through Lots 34, 26, 26.01 and 18.01 in Block 165 which connects Lot 25 Block 165 (Lake Rutherford) to the Reservoir (Lot 13 Block 165).

The Deed listed above from Cooper to the Borough of Deckertown in Deed Book H9, Page 215 is important in establishing the water rights and right of way between Lake Rutherford to the "Reservoir" and continuing to the Borough of Sussex a/k/a Deckertown. In this Deed the Borough of Deckertown their successors and assigns acquire all the water rights associated with Cooper's Mill as derived from Lake Rutherford or the stream flowing from Lake Rutherford and the right to divert and use the water (highlighted in yellow on said deed). They also acquire a right of way and rights to lay pipe or water main through lands described therein (highlighted in pink). The conveyance for these rights is across lands located east of the Reservoir continuing through other lands in Wantage Township to the Borough of Sussex. In addition to the two right of ways and rights outlined above the deed continues and conveys rights to excavate and dig along said line or route as the Borough of Deckertown deems necessary and at the most

Cornerstone Abstract & Title Agency, LLC  
115 Spring Street, 2nd Floor  
Newton, NJ 07860  
973-383-1252 Fax: 973-383-1973

---

convenient and accessible point or points (highlighted in blue). The deed also conveys rights and right of ways over any lands of Cooper that are a part of any private or public road which the pipeline or main crosses. In addition conveying lands to Deckertown, Cooper reserves rights and right of ways for themselves in the waters for their use in this deed.

Title to the Borough of Sussex a/k/a Deckertown to Lot 25 Block 165 is subject to such rights, right of ways and reservations as contained in the above vesting deeds, Deed Book H9, Page 215, Deed Book T11, Page 13 and Deed Book W11, Page 176

In addition to the deeds recited above also attached for information are:

Deed from Cole recorded in Deed Book H9, Page 222 and Deed from Davenport et al. recorded in Deed Book H9, Page 225 which convey the Reservoir lot, Lot 13 Block 165 to the Borough of Deckertown. The conveyance is subject to conditions, rights and right of ways as reserved by the Grantors as described and contained therein.

An Agreement between Dyer and the Borough of Sussex regarding rights and right of way along the brook from Lake Rutherford recorded in Deed Book S11, Page 46 is attached. This deed makes reference to the rights and responsibilities the Borough has along the stream or brook flowing from Lake Rutherford to Colesville Reservoir.

We found no deeds that specifically describe the right of way to the Borough of Sussex a/k/a Deckertown for the rights between Lake Rutherford and the Colesville Reservoir. Please note that there were no deeds from High Point Park to the Borough of Sussex found.

If you have any questions or require additional information please feel free to contact us.

Thank you,



Louise A. Mauro

Cornerstone Abstract & Title Agency, LLC

Cornerstone Abstract & Title Agency, LLC  
115 Spring Street, 2<sup>nd</sup> Floor  
Newton, NJ 07860  
Cell Phone (973) 903-0034  
Office Phone: (973) 383-1252  
Fax: (973) 579-2212  
Alternate Fax (973) 383-1973

---

**INVOICE FOR COUNTY SEARCH**

Our File No.: ES16-27543                      Your File No.: Sussex Borough

Date: January 11, 2017

Invoice To:  
Frank McGovern, Esq.

Tax Lot: 25 +                                      Tax Block: 165

Township/Borough of: Wantage  
County of Sussex

Search Amount	\$ 900.00
Copy Cost	\$
	\$
<b>Amount Due:</b>	<b>\$ 900.00</b>

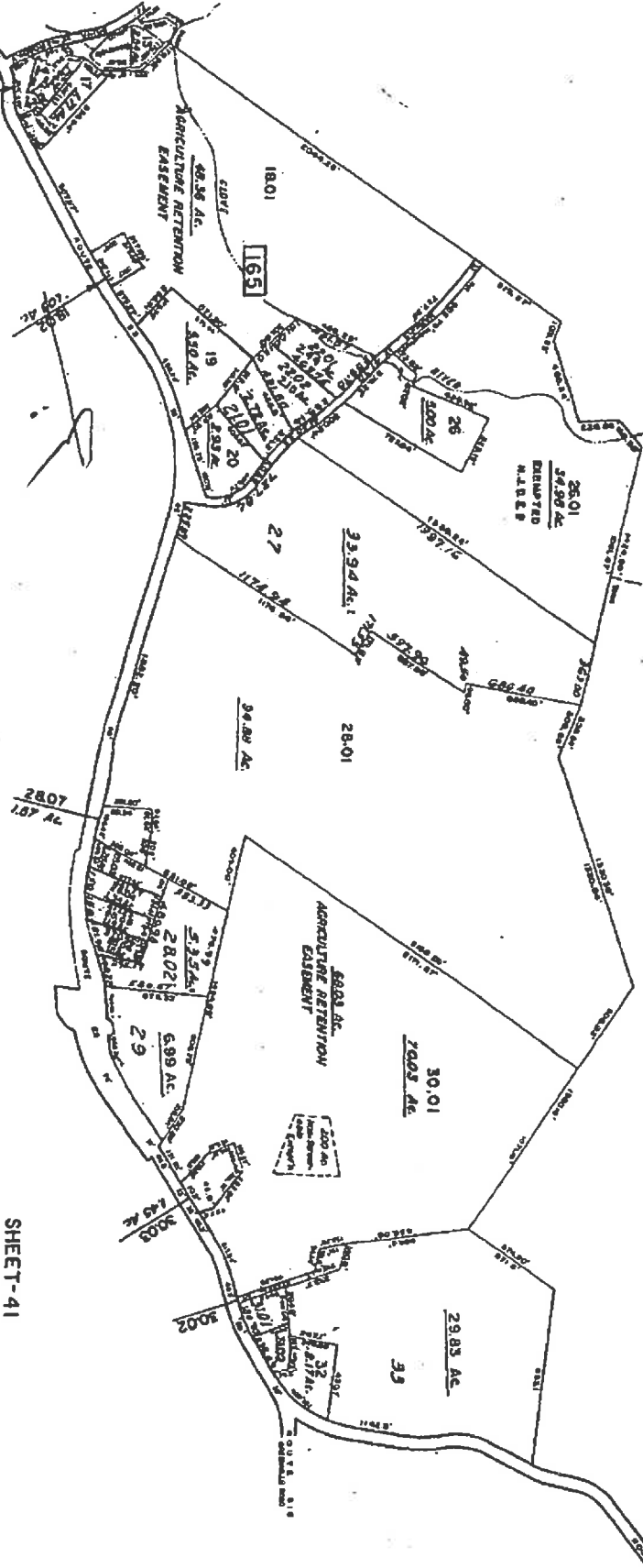
***Make check payable to:***

***Cornerstone Abstract & Title Agency  
Tax I.D. 04-3704215***



1941, 1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908
1908	1908	1908	1908

SHEET-42  
COLESVILLE



SHEET-46

272.03 AC. TRACT

EMPTED N.A. STATE PARK

34

SHEET-41

165

W.J.G.	12-87
W.J.G.	12-88
W.J.G.	12-89
W.J.G.	12-90
W.J.G.	12-91
W.J.G.	12-92
W.J.G.	12-93
W.J.G.	12-94
W.J.G.	12-95
W.J.G.	12-96
W.J.G.	12-97
W.J.G.	12-98
W.J.G.	12-99
W.J.G.	12-00

H 9-222

COUNTY

TOWNSHIP

34

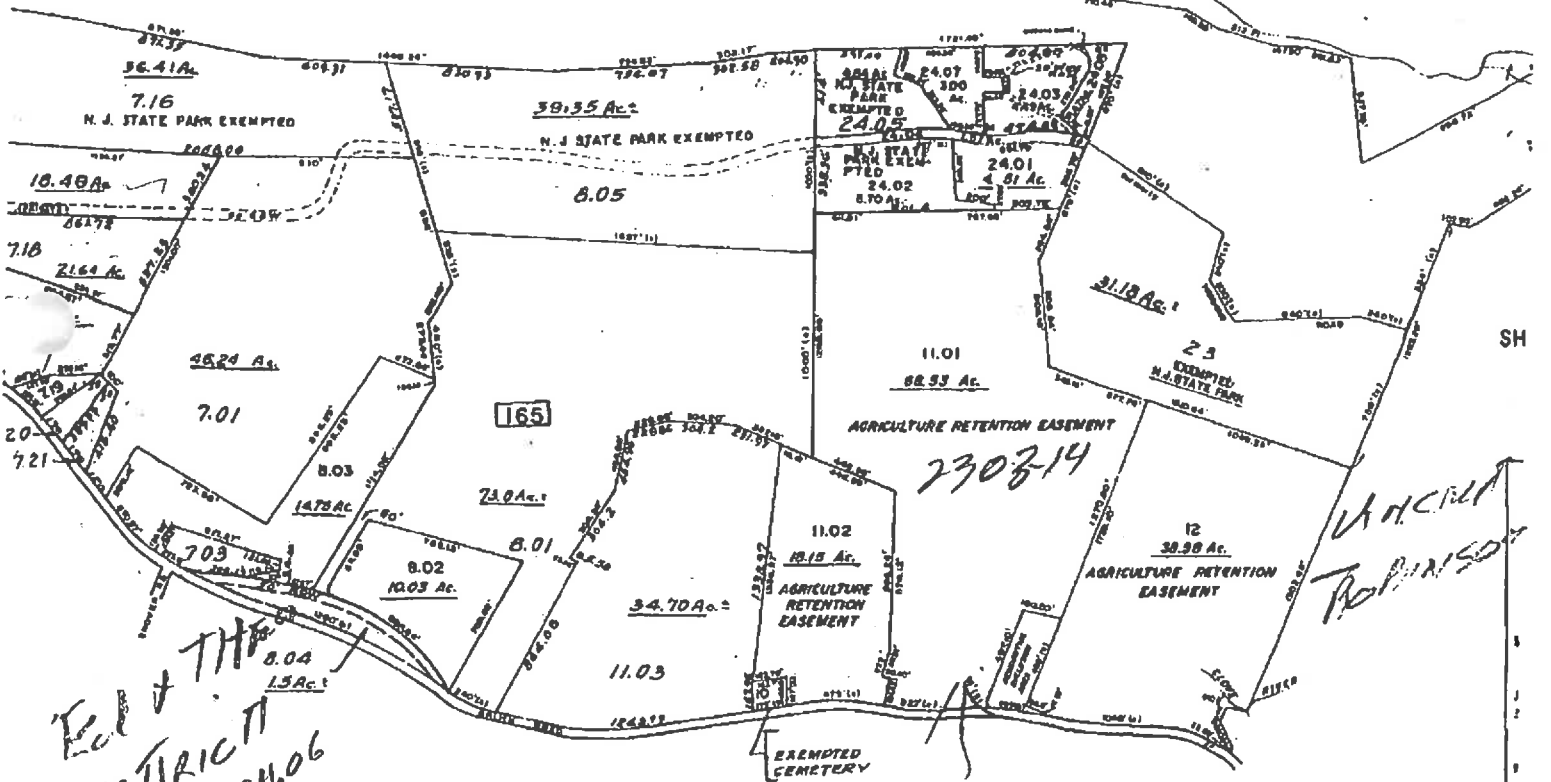
77703 Ac. Total

EXEMPTED N.J. STATE PARK

96.95 Ac.

25

LAKE RUTHERFORD BOROUGH OF SUSSEX RESERVOIR

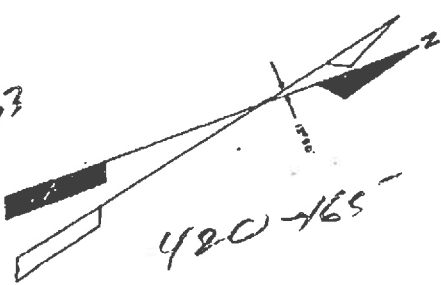


Fed & THA DISTRICT 24.06

SHEET-42 Fred Jos & Jose CARLESO 24.03

WALTER ROBINSON

FRED JUSTEPH



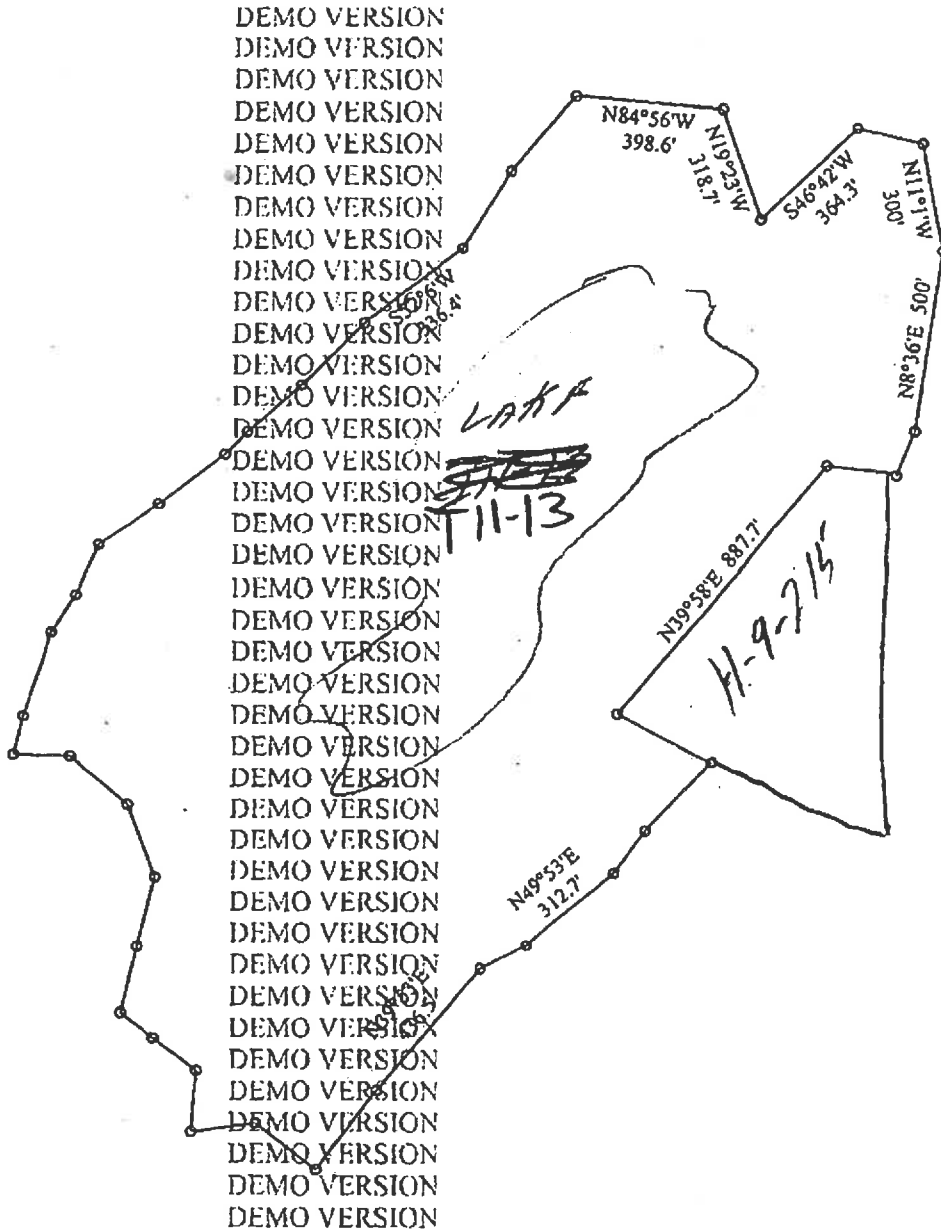
W.J.G.	12-87
W.J.G.	12-88
W.J.G.	12-89
W.J.G.	12-90
W.J.G.	12-91
W.J.G.	12-92
W.J.G.	12-93
W.J.G.	12-94
W.J.G.	12-95
W.J.G.	12-96
W.J.G.	12-97
W.J.G.	12-98
W.J.G.	12-99
W.J.G.	12-00



Scale: 1 Inch = 522 Feet

Area: 87.435 Acres (3,808,649.00 Square Feet)

~~LAKE~~ LAKE - T11-13  
W71-176



1. N22°E 131'
2. N8°36'E 500'
3. N11°1'W 300'
4. N76°51'W 184.1'
5. S46°42'W 364.3'
6. N19°23'W 318.7'
7. N84°56'W 398.6'
8. S41°23'W 274'
9. S32°46'W 250.7'
10. S52°6'W 336.4'

11. S44°46'W 240.9'
12. S49°17'W 197.6'
13. S44°26'W 84.3'
14. S52°1'W 222.7'
15. S54°46'W 197.5'
16. S24°19'W 144.9'
17. S33°31'W 122.9'
18. S17°34'W 244.4'
19. S13°52'W 107.6'
20. S88°33'E 153.8'

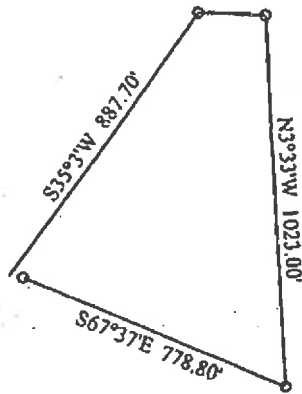
21. S48°39'E 205.2'
22. S20°35'E 217.4'
23. S14°12'W 199.1'
24. S13°31'W 187'
25. S51°4'E 111.9'
26. S52°31'E 146'
27. S4°12'W 170'
28. N82°10'E 174.1'
29. S52°14'E 209.1'
30. N36°59'E 274.7'

31. N39°53'E 436.5'
32. N63°53'E 146.5'
33. N49°53'E 312.7'
34. N35°12'E 147.3'
35. N42°50'E 261.8'
36. N62°42'W 288'
37. N39°58'E 887.7'
38. S84°2'E 184.8'



Scale: 1 Inch = 522 Feet  
Area: 10.150 Acres (442,123.00 Square Feet)  
(The map does not close and the acreage may be incorrect.)

A 9-215



1. S67°37'E 778.80'
2. N3°33'W 1023.00'
3. N87°57'W 184.80'
4. S35°3'W 887.70'

Britta M. Cooper,  
 Executrix &  
 To

The Mayor, <sup>and</sup> Council  
 of the Borough of Deckertown

This Indenture, made  
 the tenth day of September,  
 in the year of our  
 Lord One Thousand, Eight  
 Hundred and Ninety  
 Six, Between

Britta M. Cooper, surviving Executrix and Trustee  
 under the last Will and Testament of Charles A. Cooper  
 deceased, late of Oak City, in the County of Kennebec, in  
 the State of Pennsylvania, party of the First Part;  
 and The Mayor and Council of the Borough of  
 Deckertown, in the County of Sussex, in the State  
 of New Jersey, party of the Second Part;

Witnesseth, That, Whereas, the said Charles  
 A. Cooper, deceased, in and by his last will and  
 testament and codicils thereto in writing, did a-  
 mong other things, order and direct as follows:

"Fifth: I hereby authorize my executors and trustees  
 hereinafter named, or such of them as survive  
 and act, to sell and convey any and all of my  
 real estate, wherever situated, except my said home  
 farms in their discretion;" and appointed, his wife,  
 Caroline H. Cooper and his daughter-in-law Britta  
 M. Cooper the Executrices and Trustees of said last  
 will and testament, an exemplified copy of which  
 said last will and testament and codicils has  
 been duly admitted to probate in Sussex County,  
 New Jersey, and now remains of record in the of-  
 fice of the Surrogate of said County of Sussex in  
 Book K page 292 of Wills, as by reference thereto  
 will more fully appear; and

Whereas, the said Caroline H. Cooper, departed  
 this life on or about the ninth day of August,  
 eighteen hundred and ninety six, and the said  
 Britta M. Cooper the sole surviving Executrix  
 and Trustee of said last Will and Testament;

Now this Indenture Witnesseth, That the said  
 Britta M. Cooper, sole surviving Executrix and  
 Trustee, as aforesaid, for and in consideration of  
 the covenants and agreements hereinafter ex-  
 pressed, and mentioned, to be kept and per-  
 formed by said party of the second part, and  
 also in consideration of the sum of Five Thou-  
 sand Dollars, lawful money of the United States  
 of America, to her in hand paid by the party  
 of the second part, at or before the enacting  
 delivery of these presents, the receipt whereof  
 heretofore a certain receipt, has granted, bargained,

sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, and to their successors and assigns forever;

"All that tract or parcel of land and premises and right of way hereinafter particularly described situate, lying and being in the Township of Hart- age, in the County of Sussex, in the State of New Jersey. Botted, and Bounded as follows:

Beginning where a maple sapling formerly stood: said sapling formerly stood on a point of land forming a small Island on the southeast side of a pond of water on the Mountain, said point of land bears south west two chains and fifty links from a remarkable point of land in said pond formed by the outlet, said maple tree stood on the northeast point of said Island there being no other tree on said Island: thence from where said maple tree stood, as the needle now points, running across a small part of said pond, (1) south fifty seven degrees and thirty seven minutes east, eleven chains and eighty links: (2) north three degrees and thirty three minutes west, fifteen chains and fifty links: (3) north eighty seven degrees and fifty seven minutes west, two chains and eighty links: (4) south thirty five degrees and three minutes west, thirteen chains and forty five links to the place of Beginning: Containing ten acres, strict measure.

Being one of the same tract of land and premises conveyed to Charles A. Cooper in his lifetime by Henry C. Stoll, Sheriff of Sussex County by deed dated April 18, 1889, and recorded in Sussex County Clerk's Office in Book D 8 of Deeds on page 339, 12, from which said deed the description of said tract of land is taken, as by reference to said deed, or its record, will fully appear.

The said tract of land is partly covered by the waters of a pond or lake formerly known as the "Dand Pond", now called "Lake Rutherford."

The said party of the first part, for herself her heirs and assigns, reserves from and out of the water flowing from said Lake Rutherford an amount of water sufficient for stock and domestic purposes on the "Davenport farm" as hereinafter fully expressed and set out.

Said tract of land is sold and conveyed subject to the operation and lien thereon of a certain lease to the ... D. T. ...

with the right of said State to remove the better  
ridge from said tract of land.

And for the consideration herein. The said  
party of the first part hereby grants, conveys, sells  
and conveys to the said party of the second part  
their successors and assigns.

All the water rights and privileges connected  
with said appurtenant to the mill, sawmill  
known as Cooper's Mill, so far as said water  
rights and privileged use are derived from said  
Lake Potholes on the stream flowing thereinto  
together with the right to divert the same from  
said Cooper's Mill, and use said water.

Also all that right of way and privilege  
to lay, operate, maintain and repair a  
line of pipe or water main to convey  
water from said premises to the town of  
Dickelton through the premises of the estate  
of the said Charles A. Cooper, deceased, which  
said right of way and pipe line route is  
described as follows:

Beginning at a point in the line dividing  
the lands of John J. Nelson and the estate of the  
said Charles A. Cooper, deceased and running  
the pipe line as now surveyed, staked, out, and  
mapped crosses the same at station fifty seven  
plus twenty nine or said pipe line thence from  
said beginning running over the lands of the  
estate of the said Charles A. Cooper, deceased,  
south twenty eight degrees and forty five minutes  
west a distance of seven hundred and fourteen  
and six tenths feet to station sixty six plus forty  
three and six tenths or south thirty three degrees  
east a distance of three hundred and fifty six  
and four tenths feet to station seventy three  
south thirty six degrees and ten minutes east a  
distance of five hundred and thirty nine feet  
to station seventy five plus thirty nine on the  
east side of the highway in the edge of the field;  
thence (1) south thirty two degrees and twenty  
minutes east a distance of one hundred and twenty  
four feet to station seventy six plus sixty three on  
the edge of the field on the west side of the road  
thence (2) south twenty three degrees and thirty  
minutes east a distance of seven hundred and  
fifty seven and seven tenths feet to station eighty  
four plus twenty and seven tenths (3) south twenty  
five degrees and fifteen minutes east a distance  
of seven and three tenths feet on the line of

...ing the lands of the said Charles B. Cooper, deceased, and the lands of Abram Decker deceased, to station eighty four feet thirty on said pipe line, five feet westerly from a white oak tree standing at the intersection of the fences. The said water pipe or main when laid to occupy the above described line the whole length and one foot in width, except at one place on said line where a "blow off valve" may be located where the width shall be two feet for a distance not exceeding ten feet in length. Which said line is defined and particularly shown by a survey and map thereof made by R. H. Honkle, Chief Engineer.

~~The said water pipe or main shall be laid in a trench...~~  
~~...the right of the said party of the first part...~~  
~~...the pipe lines at the most convenient...~~  
~~...and laying said water pipe or main, and operating,~~  
~~maintaining, repairing and tapping the same; and~~  
~~whenever it shall become necessary to make any~~  
~~repairs to or alterations in, or to tap any pipes~~  
~~which have been laid through the said lands of~~  
~~party of the first part as herein specified, then the~~  
~~said party of the second part, their successors and~~  
~~assigns, with their workmen, agents, or hired tools~~  
~~and implements may enter upon said lands and~~  
~~make the necessary repairs or alterations, or tap~~  
~~said pipes, doing no unnecessary damages. All~~  
~~of such damage arising from the construction and~~  
~~laying of said water pipe and main in the first~~  
~~instance having now been paid and satisfied to~~  
~~party of the first part by the sum mentioned as~~  
~~the consideration hereof. The said party of the sec-~~  
~~ond part, for themselves, their successors and as-~~  
~~signs, agree to lay the said water pipe, and at~~  
~~all times hereafter keep the same laid, at least~~  
~~twenty inches below the surface of the ground and~~  
~~in filling up said trench to leave the surface of~~  
~~the ground over the same in as nearly the same~~  
~~condition as before the excavation was made, and~~  
~~to promptly rebuild all fences taken down, leaving~~  
~~them as good as when found.~~

Which said pipe line is delineated and par-



clearly shown by a survey and map thereof, is accepted by the parties hereto, and now on file in the Clerk's Office of the County of Sussex.

This deed is also intended to convey and does convey to party of the second part, their successors and assigns, all the rights and privileges necessary to lay, operate and maintain said water pipe or main, in or over any land of party of the first part, wherever such land of party of the first part forms any part of any private or public highway crossed or traversed by said pipe line or main as the same is now surveyed and staked out according to the map hereinbefore described.

The said party of the first part, her heirs and assigns, to fully use and enjoy said tract of land and premises, as heretofore excepting, however, all the rights and privileges herein granted to party of the second part.

Do have and to hold the aforesaid right of way, rights and privileges therewith connected, to party of the second part, their successors and assigns forever, to the only proper use, benefit and behoof of the said party of the second part, their successors and assigns forever.

The said party of the second part, as and for a part of the consideration of this conveyance hereby covenant and agree for themselves, their successors and assigns, to furnish the said party of the first part, her heirs and assigns, a quantity of water from the pond or Lake known as Lake Rittenford, as said water runs through the pipes and water mains herein mentioned sufficient for stock and domestic purpose for the farm conveyed by Minnean H. Davenport and wife to the said Charles A. Cooper by a deed dated October 6, 1877, and recorded in Sussex County Clerk's Office in Deed Book 2-8, on page 452, and to convey said water to the buildings on said farm from such place along said pipe line most convenient for that purpose, said party of the second part to furnish all material and to provide and perform all labor necessary to furnish said water at said buildings in the first instance within two months from the date hereof; said party of the first part covenants and agrees for herself, her heirs and assigns to furnish and maintain a proper replacement of said buildings for said water, and at all times hereafter to keep said supply

pipe and apparatus in repair at her and their  
 own expense, and the said party of the first part  
 doth covenant and agree for herself her success-  
 ors and assigns, that there shall at all times here-  
 after be kept and maintained on the silllet of  
 said supply pipe in said receptacle at said build-  
 ings a float valve, or other apparatus of approved  
 make and pattern, to regulate the flow of water  
 at the out let of said supply pipe, and that said  
 party of the second part, their successors and assigns,  
 shall have the right at all times hereafter to enter  
 upon said premises and inspect the said silllet  
 pipe and the flow of water therefrom and to  
 restrain and limit the use of the water to the uses  
 and purposes hereinbefore specified.

Together with all and singular the tenements,  
 hereditaments, easements and appurtenances belong-  
 ing unto the said tract of land hereinbefore first  
 mentioned and particularly described, or in any  
 wise therunto appertaining; and the reversion and  
 reversions remainder and remainders, rents, issues  
 and profits thereof; And also, all the estate,  
 right, title, interest, property, possession, claim and  
 demand whatsoever both in law and equity, which  
 the said testator had in his lifetime, and at the  
 time of his decease, and which the said party  
 of the first part has by virtue of the said last  
 will and testament, or otherwise, of in and to  
 the above granted and bargained, premises, and  
 every part and parcel thereof, with the appurten-  
 ances. To have and to hold all and singular  
 the above granted and bargained premises, togeth-  
 er with the appurtenances, and every part there-  
 of, unto the said party of the second part, their  
 successors and assigns forever. And the said  
 party of the first part, for herself, her success-  
 ors and assigns, doth covenant, promise and  
 agree to and with the said party of the second  
 part, their successors and assigns, that she is law-  
 fully the executrix and trustee of the said last  
 will and testament of the said Charles A. Cooper,  
 deceased, and has power to convey as aforesaid,  
 and has in all respects acted in making this  
 conveyance, in pursuance of the authority granted  
 in and by the said last will and testament; and  
 that she has not made, done or suffered, any act,  
 matter or thing whatsoever, since she was exe-  
 cutrix and trustee aforesaid, whereby the above

or may be impeached, changed or incumbered in any manner whatsoever, except the said lease hereinbefore mentioned. To have and to hold, all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, their successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, their successors and assigns forever.

In Witness Whereof the said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and Delivered in the presence of  
Britta M. Cooper  
Emma  
Am H. Heigle  
Anna: Amy Price

State of Pennsylvania } Be it Remembered, That on  
County of Venango } this 15th day of September, in  
the year of our Lord One Thousand and Eight Hundred and Ninety six, before me, the undersigned, a Notary Public in and for said State, residing in Oil City, in said County, personally appeared Britta M. Cooper, who, I am satisfied, is the grantor in the within deed of conveyance named; and I having first made known the contents thereof to her, she did acknowledge that she signed, sealed and delivered the same as her voluntary act and deed for the uses and purposes therein expressed.



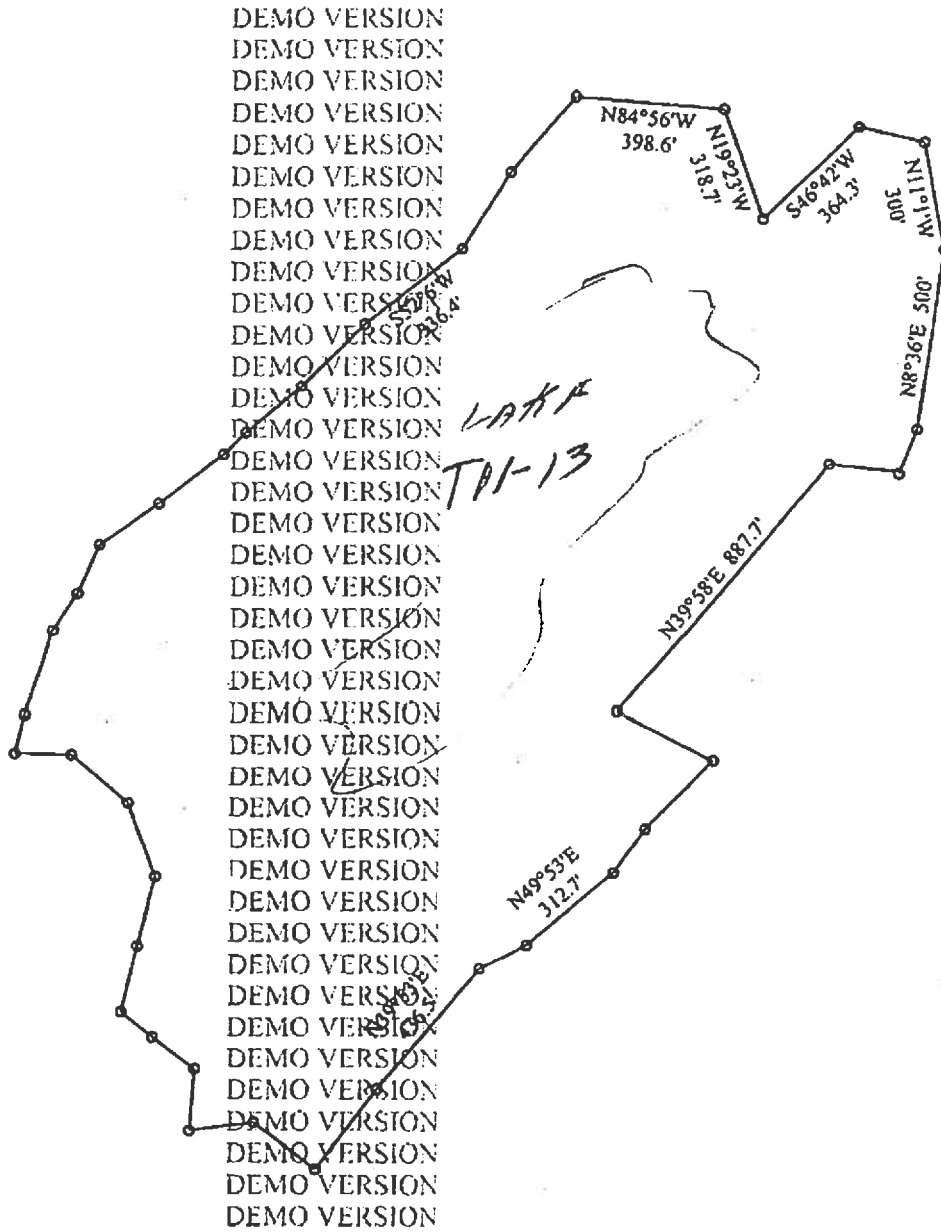
Witness my hand and notarial seal,  
Am H. Heigle  
Notary Public

State of Pennsylvania } Robertson Clerk  
County of Venango } of the County of Venango and  
Prothonotary Clerk of the  
Court of Common Pleas in and for said County,  
Do hereby certify, That the said Court is a Court of Record; That Am H. Heigle whose name is subscribed to the certificate or proof of acknowledgment of the annexed instrument, was at the time of taking the same, a Notary Public in and for said County, duly commissioned and sworn, and qualified to act as such, that as such Notary Public he was at the time of taking such acknowledgment, duly authorized by the laws of the State of Pennsylvania to take the acknowledgment and proof of deeds or conveyances, and lands,



Scale: 1 Inch = 522 Feet  
 Area: 87.435 Acres (3,808,649.00 Square Feet)

~~LAKE~~ LAKE T11-13  
 W11-176



- 1. N22°E 131'
- 2. N8°36'E 500'
- 3. N11°1'W 300'
- 4. N76°51'W 184.1'
- 5. S46°42'W 364.3'
- 6. N19°23'W 318.7'
- 7. N84°56'W 398.6'
- 8. S41°23'W 274'
- 9. S32°46'W 250.7'
- 10. S52°6'W 336.4'

- 11. S44°46'W 240.9'
- 12. S49°17'W 197.6'
- 13. S44°26'W 84.3'
- 14. S52°1'W 222.7'
- 15. S54°46'W 197.5'
- 16. S24°19'W 144.9'
- 17. S33°31'W 122.9'
- 18. S17°34'W 244.4'
- 19. S13°52'W 107.6'
- 20. S88°33'E 153.8'

- 21. S48°39'E 205.2'
- 22. S20°35'E 217.4'
- 23. S14°12'W 199.1'
- 24. S13°31'W 187'
- 25. S51°4'E 111.9'
- 26. S52°31'E 146'
- 27. S4°12'W 170'
- 28. N82°10'E 174.1'
- 29. S52°14'E 209.1'
- 30. N36°59'E 274.7'

- 31. N39°53'E 436.5'
- 32. N63°53'E 146.5'
- 33. N49°53'E 312.7'
- 34. N35°12'E 147.3'
- 35. N42°50'E 261.8'
- 36. N62°42'W 288'
- 37. N39°58'E 887.7'
- 38. S84°2'E 184.8'

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered )  
In the Presence of ) JOHN H. D. BARNES (L.J.)

ALFRED ELMER MILLS  
STATE OF NEW JERSEY, )  
MORRIS COUNTY, ) ss.

BE IT REMEMBERED, That on the Fourteenth day of January, A. D. eighteen hundred and ninety one, before me, Alfred Elmer Mills, a Master in the Court of Chancery of New Jersey, personally appeared JOHN H. D. BARNES, who, I am satisfied, is the grantor mentioned in the foregoing Deed, to whom I first made known the contents thereof, and he acknowledged that he signed, sealed and delivered the same as his voluntary act and deed, for the uses and purposes therein expressed.

ALFRED ELMER MILLS  
Master in Chancery of New Jersey.

Received and Recorded January 8th, 1920.  
11:30 A. M.

COM'D

W 11-176 *James [Signature]*  
Clerk.

D.C. No. 17401  
SUSIE D. KUSER AND HUSBAND,  
TO  
THE BOROUGH OF SUSSEX.

THIS INDENTURE, Made the Twenty Second day of October, in the year of Our Lord One Thousand Nine Hundred and Nineteen,

Between SUSIE D. KUSER and ANTHONY R. KUSER, her husband, of the Village of Bernardsville, in the County of Somerset, and State of New Jersey, party of the first part,

And THE BOROUGH OF SUSSEX, a municipal corporation of the State of New Jersey, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of TWELVE THOUSAND DOLLARS, lawful money of the United States of America, to them in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, have given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alieh, release, enfeoff, convey and confirm unto the said party of the second part, its successors and assigns forever,

ALL these tracts or parcels of land and premisses, hereinafter particularly described, situate, lying and being in the Township of Wantage, in the County of Sussex, and State of New Jersey.

DESCRIBED as Follows:

Beginning at a stone set in the ground, said stone is the Third corner of a tract of ten acres conveyed to the Mayor and Council of the Borough of Deckertown, by Britta M. Cooper, Executrix, by deed bearing date of September 10, 1898, and recorded in the County Clerk's Office at Newton, N. J. in book H-9 page 215 etc. of Deeds, and runs thence (1) <sup>North</sup> Twenty-two degrees East One hundred Thirty-one feet to a cross out on a rock ledge, thence (2) North eight degrees Thirty-six minutes East Five Hundred Feet, Thence (3) North Eleven degrees One minute West three hundred feet, thence (4) North Seventy-six degrees Fifty-one minutes West One Hundred Eighty-four and one tenth feet to a cross out on a rock ledge on top of hill, thence (5) South Forty-six degrees forty-two minutes East Three Hundred and Sixty-Four and three tenths feet, thence (6) North Nineteen de-

W 11-176

gress Twenty-three minutes West three hundred and eighteen and seven tenths feet, thence (7) North eighty-four degrees Fifty six minutes West Three Hundred Ninety-eight and six tenths feet to a white oak tree marked for a corner, thence (8) South Forty-one degrees Twenty-three minutes West Two Hundred Seventy-Four feet, thence (9) South Thirty-two degrees Forty-six minutes West Two Hundred fifty and seven tenths feet, thence (10) South Fifty-two degrees Six minutes West Three Hundred Thirty-six and four tenths feet to a cross cut in the center of a large boulder on top of a hill, thence (11) South Forty-four degrees Forty-six minutes West Two Hundred forty and nine tenths feet, thence (12) South Forty-nine degrees Seventeen minutes West One Hundred Ninety-seven and six tenths feet, thence (13) South Forty-four degrees Twenty-six minutes West Eighty-four & 3/10 feet, thence (14) South Fifty-two degrees One minute West Two Hundred Twenty-two and seven tenths feet, thence (15) South Fifty-four degrees Forty-six minutes West One Hundred Ninety-seven and five tenths feet to a white oak tree marked for a corner, thence (16) South Twenty-four degrees Nineteen minutes West One Hundred Forty-four and nine tenths feet to a white oak tree marked for a corner, thence (17) South Thirty-three degrees Thirty-one minutes West One Hundred Twenty-two and nine tenths feet to a cross cut on a rock ledge, thence (18) South Seventeen degrees Thirty-four minutes West Two Hundred Forty-four and four tenths feet, thence (19) South Thirteen degrees Fifty-two minutes West One Hundred Seven and six tenths feet, thence (20) South Eighty-eight degrees Thirty-three minutes East One Hundred Fifty-three and Eight tenths feet, thence (21) South Forty-eight degrees Thirty-nine minutes East Two Hundred Five and two tenths feet, thence (22) South Twenty degrees Thirty five minutes East Two Hundred seventeen and four tenths feet, thence (23) South Fourteen degrees Twelve minutes West One Hundred Ninety-nine and one tenth feet, thence (24) South Thirteen degrees Thirty-one minutes West One Hundred Eighty-Seven feet, thence (25) South Fifty-one degrees four minutes East one hundred eleven and nine tenths feet, thence (26) South Fifty-two degrees thirty-one minutes East One Hundred Forty and six tenths feet to a cross cut on a rock thence (27) South Four degrees Twelve minutes West one hundred seyenty feet, thence (28) North Eighty-two degrees Ten minutes East One Hundred Seventy-four and one tenths feet, thence (29) South Fifty-two degrees Fourteen minutes East Two Hundred nine and one tenths feet to a cross cut on top of a very large boulder, thence (30) North Thirty-six degrees Fifty-nine minutes East Two Hundred seventy four and seven tenths feet, thence (31) North Thirty-nine degrees Fifty-three minutes East Four Hundred Thirty-Six and five tenths feet, thence (32) North Sixty-three degrees Fifty-three minutes East One Hundred Forty-six and five tenths feet thence (33) North Forty-nine degrees Fifty-three minutes East Three Hundred Twelve and seven tenths feet, thence (34) North Thirty-five degrees Twelve minutes East One Hundred Forty-seven and three tenths feet, thence (35) North Forty-two degrees Fifty minutes East Two Hundred Sixty-one and eight tenths feet to a point in the first line of the ten acre tract referred to in the beginning of this description, thence (36) along said first line North Sixty-two degrees Forty-two minutes West Two Hundred Eighty-eight feet to the beginning corner of the aforesaid ten acre tract, thence (37) along the fourth and closing line of the aforesaid ten acre tract North Thirty-nine degrees Fifty eight minutes East eight hundred eighty-seven and seven tenths feet to the fourth corner of the aforesaid ten acre tract, thence (38) along the third line of the aforesaid ten acre tract South eighty-four degrees two minutes East One Hundred Eighty four and eight tenths feet to the place of beginning. CONTAINING eighty-seven and twenty-five hundredths acres, be the same more or less, as surveyed in 1919, by W. J. Hardin, Newton, N. J.

Included within the above description, is a tract of land conveyed to "The Borough of Sussex" by the party of the first part by deed dated December 9, 1918, and recorded in the office of the Clerk of the County of Sussex in Book T-11 of deeds, page 13 Aa.

The purpose of this deed is to secure a more complete and definite description of the land, intended to be conveyed by the previous deed.

The party of the first part excepts and reserves from the foregoing lands for herself, her heirs and assigns a right of way to be used in common with the party of the second part, its agents, servants and assigns from the Eastern line where it joins said Borough's present lands to where the present lands of the parties hereto join on the West. Said right of way to be confined to the road as now laid out and used by both parties hereto, to pass and repass over the same on foot and with vehicles.

TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in any wise appertaining:

ALSO, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof.

TO HAVE AND TO HOLD, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever; and the said Susie D. Kuser does for herself, her heirs, executors and administrators, covenant and agree to and with the said party of the second part, its successors and assigns, that she, Susie D. Kuser, is the true, lawful and right owner of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part, hereby made or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever:

AND ALSO that the said party of the first part now has good right, full power and lawful authority, to grant, bargain, sell and convey the said land and premises in manner aforesaid;

AND ALSO, that she, the said Susie D. Kuser will WARRANT, secure, and forever defend the said land and premises unto the said party of the second part, its successors and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever.

IN WITNESS WHEREOF, the said party of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered )

SUSIE D. KUSER (L.S.)

in the Presence of )

ANTHONY R. KUSER (L.S.)

O S C A R B. C R E A M E R

As to Susie D. Kuser and  
Anthony R. Kuser.

STATE OF NEW JERSEY, )  
COUNTY OF SOMERS PT, ) ss.

BE IT REMEMBERED, That on this Twenty Second day  
of October, in the year of our Lord One Thousand Nine Hun-  
dred and Nineteen, before me, the subscriber, a Notary Public of New Jersey, personally

appeared SUSIE D. KUSFR and ANTHONY R. KUSFR, her husband, who, I am satisfied, are the grantors mentioned in the within indenture, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed;

And the said SUSIE D. KUSFR being by me privately examined, separate and apart from her said husband, further acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, FREELY, without any fear, threats or compulsion of her said husband.

OSCAR B. CREANER

Notary Public of New Jersey.

(Notarial Seal)

Received and Recorded January 8th, 1920.

2:30 P. M.

*Samuel [Signature]*

Clerk.

Doc. No. 17402  
ABBIE VAN SICKLE AND HUSBAND,  
TO  
CHARLES G. WILSON.

THIS INDENTURE, Made the fifteenth day of November, in the year of our Lord One Thousand Nine Hundred and Nineteen,  
Between ABBIE VAN SICKLE and JOHN J. VAN SICKLE,  
her husband, of the Township of Sandyston, in the County

of Sussex, and State of New Jersey, party of the First Part;

And CHARLES G. WILSON, of the Borough of Butler, in the County of Morris, and State of New Jersey, party of the Second Part:

WITNESSETH, That the said party of the First Part, for and in consideration of ONE DOLLAR, lawful money of the United States of America, to them in hand well and truly paid by the said party of the Second Part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the First Part being therewith fully satisfied, contented and paid, have given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the Second Part, and to his heirs and assigns, forever,

ALL that tract or parcel of land and premises, hereinafter particularly described, situate, lying and being in the Township of Wallpack in the County of Sussex, and State of New Jersey.

BUTTERED and BOUNDED as follows:

Beginning at a point on and along the East side of the River Road, said point being the fourth corner of a lot of land this day conveyed by said party of the first part to George W. Van Sickle, and runs thence (1) along the third course of said Van Sickle lot North thirty-five and three-quarter degrees West five chains and eighty-seven links to or below the edge of the Delaware River at low water mark, thence (2) along said edge of said river South fifty-four and one-quarter degrees West one chain and fifty-two links, thence (3) South thirty-five and three-quarter degrees West five chains and seventeen links to a point on the East side of said road, thence (4) along said road North seventy-nine and one-half degrees East one chain and sixty-eight links to the place of beginning, containing eighty-one hundredths of an acre.

Being same premises conveyed by John J. Stanton and wife and others to Laura A. Huston by deed dated August 1st, 1914, and not yet recorded, and from which said deed the foregoing description is taken.

Being the same lands and premises conveyed to Abbie Van Sickle and husband by Laura



T 11-13

appeared ELOPHINE P. ROAD, who, I am satisfied is the grantor mentioned in the within Indenture, and to whom I first made known the contents thereof, and thereupon she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed, for the uses and purposes therein expressed.

(Notarial Seal)

ERNEST C. BROWER

Notary Public, Nassau County, N. Y.  
Certificate Filed in Kings County.

STATE OF NEW YORK, )  
COUNTY OF KINGS, ) ss. I, WILLIAM R. KELLY, Clerk of the County of Kings, and also Clerk of the Supreme Court for said County (said Court being a Court of Record), do hereby certify that ERNEST C. BROWER, the Notary Public before whom the within acknowledgment was made, was at the time of taking the same authorized by the laws of the State of New York to take the acknowledgments and proofs of deeds or conveyances for lands, tenements and hereditaments situate, lying and being in said State of New York. And further that I am well acquainted with the handwriting of such Notary, and verily believe that the signature to said certificate of proof or acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County and Court, this 26 day of March, 1919.

(Official Seal)

WM. R. KELLY, Clerk.

Received and Recorded April 3rd, 1919.

1:50 P. M.

*Anthony R. Kusker*  
Clerk.

Dec. No. 16176  
SUSIE D. KUSKER AND HUSBAND,  
TO  
THE BOROUGH OF SUSSEX.

THIS INDENTURE, made the ninth day of December, in the year of Our Lord One Thousand Nine Hundred Eighteen,

Between SUSIE D. KUSKER and ANTHONY R. KUSKER, her husband, of the Village of Bernardsville, in the County of

Somerset, and State of New Jersey, party of the first part,

And THE BOROUGH OF SUSSEX, a municipal corporation, of the State of New Jersey, party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of TWELVE THOUSAND DOLLARS, lawful money of the United States of America, to them in hand well and truly paid by the said party of the second part, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, and the said party of the first part being therewith fully satisfied, contented and paid, have given, granted, bargained, sold, aliened, released, enfeoffed, conveyed and confirmed, and by these presents do give, grant, bargain, sell, alien, release, enfeoff, convey and confirm unto the said party of the second part, its successors and assigns forever,

ALL those tracts or parcels of land and premises, hereinafter particularly described; situate, lying and being in the Township of Wentage, in the County of Sussex, and State of New Jersey.

DESCRIBED as follows:

ALL the lands covered by the waters of Lake Rutherford (except so much thereof as is now owned by the party of the second part) and also the right to raise the spillway at the outlet of said lake one foot above its present level and this conveyance is intended to and does convey all the lands which would or will be overflowed by the raising of said spillway as aforesaid and also one hundred feet of land running back from the

T 11-13

shores of said lake enlarged as herein contemplated.

The party of the first part excepts and reserves from the foregoing lands for herself, her heirs and assigns a right of way to be used in common with the party of the second part, its agents, servants and assigns from the Eastern line where it joins said Borough's present lands to where the present lands of the parties hereto join on the west. Said right of way to be confined to the road as now laid out and used by both parties hereto, to pass and repass over the same on foot and with vehicles.

TOGETHER with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in any wise appertaining:

ALSO, all the estate, right, title, interest, property, claim and demand whatsoever, of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof.

TO HAVE AND TO HOLD, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, its successors and assigns, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever; and the said Susie D. Kuser does for herself, her heirs, executors and administrators, covenant and agree to and with the said party of the second part, its successors and assigns, that she, the said Susie D. Kuser, is the true, lawful and right owner of all and singular the above described land and premises, and of every part and parcel thereof, with the appurtenances thereunto belonging; and that the said land and premises, or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part, hereby made or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever;

AND ALSO that the said party of the first part now has good right, full power and lawful authority, to grant, bargain, sell and convey the said land and premises in manner aforesaid;

AND ALSO, that she the said Susie D. Kuser will WARRANT, secure, and forever defend the said land and premises unto the said party of the second part, its successors and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrance whatsoever.

IN WITNESS WHEREOF, the said party of the first part have hereto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered ) SUSIE D. KUSER (L.S.)  
in the Presence of ) ANTHONY R. KUSER (L.S.)

O S C A R B. C R E A M E R

as to Susie D. Kuser and Anthony R. Kuser.

(U. S. Rev. Stamps \$12.00 cancelled)

STATE OF NEW JERSEY, )  
COURTY OF HONORABLE, ) ss. BE IT REMEMBERED, That on this Ninth day of December, in the year of our Lord One Thousand Nine Hundred and Eighteen, before me, the subscriber, a Notary Public of New Jersey, personally appeared SUSIE D. KUSER and ANTHONY R. KUSER, her husband, who, I am satisfied, are the grantors mentioned in the within indenture, to whom I first made known the contents thereof, and thereupon they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed;

And the said SUSIE D. KUSER being by me privately examined, separate and apart from her said husband, further acknowledged that she signed, sealed and delivered the same as

her voluntary act and deed, ~~YETELY~~, without any fear, threats or compulsion of her said husband.

OSCAR B. CREAMER  
Notary Public of New Jersey.

(Notarial Seal)

Received and Recorded April 3rd, 1919.

2:15 P. M.

*Samuel W. Stach*  
Clerk.

-copy's

Doc. No. 16177  
WILLIAM S. WRIGHT AND WIFE,  
TO  
SAMUEL W. STACH.

THIS DEED, Made the twenty-fifth day of March, in the year One Thousand Nine Hundred and Nineteen,

Between WILLIAM S. WRIGHT and ELIZABETH D. WRIGHT, his wife, of the Township of Wantage, in the

County of Sussex, and State of New Jersey, party of the first part;  
And SAMUEL W. STACH, of the Township of Wantage, in the County of Sussex, and State of New Jersey, party of the second part;

WITNESSETH, That in consideration of ONE DOLLAR and other valuable consideration, lawful money of the United States, the said party of the first part, with General Warranty, do grant, bargain, sell, release and convey unto the said party of the second part, his heirs and assigns forever,

ALL those tracts or parcels of land and premises, hereinafter particularly described, situate in the Township of Wantage, in the County of Sussex, and State of New Jersey.

BUTTED and BOUNDED as follows:

THE FIRST TRACT begins at a corner in the stone fence on the East side of the road being the reputed second corner of Thomas Kyte (deceased) land also corner of one De Witts land and running along said stone fence, thence eleven courses and distances to the place of beginning CONTAINING ninety-one and seventy-two hundredths acres of land strict measure.

THE SECOND TRACT begins at a heap of stones in the woods being on a course of North twenty-one degrees East five chains from the 9th corner of tract first above described and adjoining thereto thence three courses and distances to the beginning CONTAINING four and fifty-five hundredths acres of land strict measure.

THE THIRD TRACT begins at a Black Oak tree marked with a blaze and three notches on four sides and lies adjoining tract first above described, said point being also the 2nd corner of the whole tract of which this is a part and is distant on a course of North twenty-one degrees East three chains and fifty links from the third corner of the second tract last above described thence four courses and distances to the place of beginning CONTAINING nine acres and thirteen hundredths of an acre of land strict measure, being the same three tracts or parcels of land and premises conveyed to said Sarah E. Kyte by William Woodruff by deed bearing date the 18th day of July A. D., 1892, and recorded in Sussex County Clerk's Office in Book T 8 of Deeds, on page 92 Ac. The three above described lots of land together contain one hundred and five acres and forty hundredths of an acre, more or less.

Being the same land and premises described in a deed from Sarah E. Kyte to the said William S. Wright bearing date June 16th, 1903 and recorded in Sussex County Records of deeds in book 2-9 on pages 78 etc., from which deed the foregoing description is taken.

TO HAVE AND TO HOLD said premises with the appurtenances unto the party of the second part, his heirs and assigns forever:

THE SAID William S. Wright covenants that he will warrant generally the property hereby conveyed; that he is lawfully seized of the said land; that he has the right to

documents or instruments in said State of Vermont  
and that one well acquainted with the hand  
writing of said H. H. High, and verily believe his  
signature to the same is genuine

In Testimony Whereof, I have hereunto set my  
hand and affixed the seal of said Court, at Franklin  
in said County of Seneca this 15<sup>th</sup> day of September  
A. D. 1846



J. B. Robertson  
Prothonotary clerk

Received and Recorded June 16, 1847.  
O. A. C. Simpson  
Clerk

Isaac Cole

The Mayor and Council  
of the Borough of Debertown

This Indenture, made the  
Twenty seventh day of July,  
in the year of Our Lord  
One Thousand Eight Hun-  
dred and ninety six,

Between Isaac Cole, (widower) of the Township of  
Havilage, in the County of Essex, and State of  
New Jersey, of the First Part; And The Mayor and  
Council of the Borough of Debertown, in the County  
of Essex and State of New Jersey, of the Second Part;

Witnesseth, That the said party of the first  
part, for and in consideration of the sum of Eighty  
Seven Dollars lawful money of the United States  
of America, to him in hand well and truly paid  
by the said party of the second part, at or before  
the sealing and delivery of these presents, the receipt  
whereof is hereby acknowledged, and the said party  
of the first part therewith fully satisfied, contented  
and paid, has given, granted, bargained, sold, aliened,  
released, conveyed, confirmed, and by  
these presents doth give, grant, bargain, sell, alien,  
release, convey, and confirm to the said  
party of the second part, and to their success-  
ors and assigns forever;

All that tract or parcel of land and prem-  
ises, hereinafter particularly described, situate, ly-  
ing and being in the Township of Havilage in the  
County of Essex and State of New Jersey.

Beginning at a corner in a stone fence in  
a line between the Davenport farm and the farm  
of the said Isaac Cole and is the beginning corner  
of a lot of one and three hundredths acres, con-  
veyed by the Davenports to the Borough of Deber-  
town, thence from said beginning running (1) north

thirty six degrees and fifteen minutes west one chain and forty two links to a cross, set on the top of a rock on the summit of the southeast side of two ridges of rocks, thence (2) north seventy three degrees west three chains and twenty three links to a stone in the field marked with a cross on the top; thence (3) south sixty one degree and forty minutes west two chains and sixty eight links to a stake and stone in a line between the Davenport farm and the farm of the said Isaac Cole and is also the third corner of the aforesaid lot conveyed by the Davenports to the Borough of Dechertown; thence by a line of the same (4) south forty two degrees and forty five minutes east four chains and two links to the second corner of the same; thence by another line of said lot, (5) north fifty nine degrees and fifteen minutes east four chains and fourteen links to the beginning containing one and forty five one hundredth acres be the same more or less.

This deed is given by party of the first part and accepted by party of the second part upon the express covenant and agreement that a quantity of water sufficient for watering stock and cattle on the farm of grantor shall at all times hereafter be allowed to flow through an open channel over and across the same fields of grantor and in the same courses and channels as those through which it now runs.

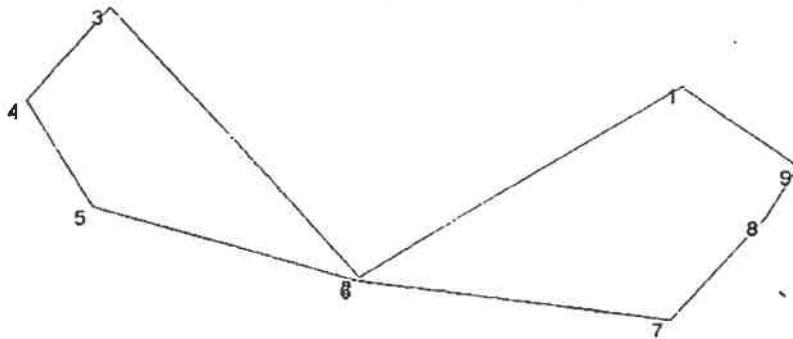
Party of the second part shall build and maintain all line fences around the tract of land herein conveyed, and this shall be a perpetual covenant and run with the land.

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining:

Also, all the estate, right, title, interest, property, claim and demand whatsoever of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof.

To have and to hold, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, their successors and assigns, to the only proper use, benefit, and behoof of the said party of the second part, their successors and assigns forever; and the said Isaac Cole, doo for himself, his heirs, assigns and ad-

D H 9-225



Scale = 1: 136  
Feet

- 1 S 59° 15' W 273.24
- 2 N 42° 45' W 265.32
- 3 S 41° 30' W 91.08
- 4 S 32° 32' E 91.08
- 5 S 74° 40' E 198.0

- 6 S 83° 15' E 229.02
- 7 N 42° E 99.66
- 8 N 32° 30' E 43.56
- 9 N 55° 35' W 101.64

119-225

Edw

Maria Davenport  
 Jacob C. Davenport  
 Charles A. Davenport  
 and Wife  
 Nelson Coleman  
 and Wife  
 To  
 The Mayor and Council  
 of the Borough of Deckertown.

This Indenture, made the  
 Twenty Eighth day of May,  
 in the year of Our Lord  
 One Thousand Eight Hun-  
 dred and Ninety six,  
 Between Maria Davenport,  
 widow of Eli Davenport,  
 deceased, Jacob C. Davenport  
 of the township of Hantage,  
 Sussex County, Charles A.

Davenport, and Mary C. his wife, Nelson Coleman  
 and Amanda Coleman his wife of the City of Newark  
 in the County of Essex and State of New Jersey, party  
 of the First Part; And The Mayor and Council  
 of the Borough of Deckertown in the County of Essex  
 and State of New Jersey, party of the Second Part:

Witnesseth, That the said party of the first  
 part, for and in consideration of One Hundred  
 and fifty seven Dollars and eighty cents, lawful  
 money of the United States of America, to them in  
 hand well and truly paid, by the said party of the  
 second part, at or before the sealing and delivery  
 of these presents, the receipt whereof is hereby ack-  
 nowledged, and the said party of the first part there-  
 with fully satisfied, contented and paid, have given  
 granted, bargained, sold, aliened, released, enfeoffed  
 conveyed and confirmed, and by these presents do  
 give, grant, bargain, sell, alien, release, enfeoff, con-  
 vey, and confirm to the said party of the second part,  
 and to their successors and assigns forever.

All that tract or parcel of land and premises,  
 hereinafter particularly described, situated lying  
 and being in the Township of Hantage in the  
 County of Sussex and State of New Jersey.

Bounded and Bounded as follows: Beginning  
 at a corner in a stone fence in a line of Deas  
 Cole's land on a course of south fifty nine and  
 a quarter degree west, distant eighty three links  
 from the eighth corner of the lot set off to Margaret  
 Davenport, widow of Adam Davenport, deceased,  
 as her dower: thence from said beginning running  
 1) south fifty nine and a quarter degree west,  
 four chains and fourteen links to the beginning  
 corner of said dower lot, and a corner of Deas  
 Cole's land; thence thence by Cole's line and a line

119-225

of said dower lot (2) north forty two and three  
 quarter degrees west, four chains and two links  
 to a stake and stones in said line; thence (3) south  
 forty one and a half degree west one chain and  
 thirty eight links to a small forked hickory on  
 the south side of the brook; thence (4) south thirty  
 two and a half degree east one chain and thirty four  
 links to another small hickory marked for a cor-  
 ner; thence (5) south seventy four degrees and forty  
 minutes east three chains and four links to the  
 second corner above described; thence (6) south eighty  
 three and a quarter degree east, three chains and  
 forty seven links to a stake in the south edge of  
 a public road; thence (7) passing close on the  
 northwest side of a hickory tree standing in the  
 fence on the north side of said road, north forty  
 two degree east, one chain and fifty one links  
 to a stake; thence (8) north thirty two and a half  
 degrees east sixty six links to a stake from which  
 a cross cut on top of a sloping rock in the  
 orchard bears south eighty seven and a half degrees  
 east, distant twenty seven and a half links;  
 thence (9) north fifty five degrees and thirty five  
 minutes west, one chain and fifty four links  
 to the place of beginning containing one and three  
 hundredths of an acre, according to a survey  
 thereof made by A. H. Kunkle May 27, 1876. The above  
 lot is part of the land of which Eli Davenport,  
 deceased, died seized; the said Maria Davenport  
 having an estate in dower in said land and  
 the said Jacob C. Davenport, Charles A. Davenport  
 and Amanda Coleman derive title to said land  
 as the only children and heirs at law of said Eli  
 Davenport deceased.

The party of the first part further convey  
 to the said party of the second part their suc-  
 cessors and assigns a right of way over and  
 across their land along a line described as fol-  
 lows: Beginning at a stake in the seventh line  
 of the above described lot, and running thence  
 south fifty one and three quarter degrees east  
 five hundred and seventy five feet more or less  
 to line of lands of the Methodist Church of Colville  
 with the right and privilege to enter upon said  
 right of way to distribute pipes and water mains,  
 and with workmen, agents, vehicles and tools  
 to dig and excavate a trench of such depth and  
 width as may be necessary to lay said pipes or water  
 mains and to lay, maintain and operate said lines.



and maine for the purpose of conducting water through the same to supply the said Town of Decherstown, the said pipes or water maine to be laid at least two feet below the surface of the ground, and at all times hereafter to maintain said pipes or water maine for the purpose of conducting water through the same to supply the said Borough of Decherstown with water, and the right to enter upon said lands at any and all times hereafter with workmen, agents, vehicles and tools for the purpose of repairing said pipes or water maine, doing, however, no unnecessary damage to party of the first part, either in their other lands or growing crops on said other lands, the surface of the ground over said pipes to be in all cases restored to its normal condition as nearly as can be done; it being understood and agreed that the consideration herein mentioned is in full settlement of all damage that may be done in the laying and distribution and construction of said pipe line or water maine.

This deed is given and accepted upon the further consideration that party of the first part shall, if necessary, have a sufficient supply of water at or near their farm buildings for family use and for watering horses and cattle but for no other purpose whatever, and also that the crossing over the brook above the reservoir shall not be impaired.

Together with all and singular the houses, buildings, trees, ways, waters, profits, privileges, and advantages, with the appurtenances to the same belonging or in anywise appertaining.

Also, all the estate, right, title, interest, property claim and demand whatsoever of the said party of the first part, of, in and to the same, and of, in and to every part and parcel thereof. To have and to hold, all and singular the above described land and premises, with the appurtenances, unto the said party of the second part, their successors and assigns, to the only proper use, benefit, and behoof of the said party of the second part, their successors and assigns forever and the said party of the first part do for themselves, their heirs, executors and administrators covenant and grant to and with the said party of the second part their successors and assigns, that they the said party of the

... or any part thereof, at the time of the sealing and delivery of these presents, are not encumbered by any mortgage, judgment, or limitation, or by any encumbrance whatsoever, by which the title of the said party of the second part hereby made or intended to be made, for the above described land and premises, can or may be changed, charged, altered or defeated in any way whatsoever:

And also, that the said party of the first part now have good right, full power and lawful authority, to grant, bargain, sell and convey the said land and premises in manner aforesaid.

And also, that they, the said party of the first part, will warrant, receive, and forever defend, the said land and premises unto the said The Mayor and Council of the Borough of Decher town, their successors and assigns, forever, against the lawful claims and demands of all and every person or persons, freely and clearly freed and discharged of and from all manner of encumbrances whatsoever.

In Witness Whereof, the said party of the first part have hereunto set their hands and seals the day and year, first above written.

Signed, Sealed & Delivered  
in the presence of  
26 words underlined lines  
364 37 page 2 before execution  
hereof. To signatures of Maria  
& Jacob C. Davenport.  
Henry C. Hunt,  
As to signatures of Charles  
A. Davenport, Mary C. Davenport,  
Nelson Coleman and  
Amanda Coleman,  
O. F. Morrow

- Maria Davenport
- Jacob C. Davenport
- Charles A. Davenport
- Mary C. <sup>deceased</sup> Davenport
- Nelson Coleman
- Mrs Amanda Coleman

State of New Jersey }  
County of Essex }  
Be it Remembered, That on this  
Twenty eighth day of May in the  
year of Our Lord One Thousand  
Eight Hundred and Ninety six before me, the subscri-  
ber a Justice in Chancery of New Jersey, personally  
appeared Maria Davenport (widow) and Jacob  
C. Davenport (single) who, I am satisfied, are the

IN WITNESS WHEREOF, the said party of the first part hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered )  
in the Presence of )

WILLIAM G. VAN HOUTEN (L.S.)  
EXECUTOR OF THE ESTATE OF  
JOHN J. BERRY, DEC.

The words General Warranty  
erased in line on first page  
before execution, this being  
an Executor's deed.

CHARLES K. STICKNEY.

(U. S. Rev. Stamps \$1.50 cancelled)

STATE OF NEW JERSEY, )  
COUNTY OF SUSSEX, ) ss. BE IT REMEMBERED, That on this second day of  
October, in the year of our Lord One Thousand Nine Hundred  
and Eighteen, before me, the subscriber, a commissioner of deeds, personally appeared  
WILLIAM G. VAN HOUTEN, Executor of the last will and testament of John J. Berry, deceas-  
ed, who, I am satisfied is the executor and the grantor mentioned in the within Deed, and  
to whom I first made known the contents thereof, and thereupon he acknowledged that he  
signed, sealed and delivered the same as the Executor of John J. Berry, deceased, as his  
voluntary act and deed, for the uses and purposes therein expressed.

CHARLES K. STICKNEY,  
Commissioner of Deeds.

Received and Recorded October 14th, 1918.  
2:04 P. M.

*Handwritten signature*  
5-11-46  
Clerk.

Doc. No. 15570 THE INDENTURE made the twenty  
AGREEMENT sixth day of August, A. D. nineteen hundred and eighteen by  
AUGUSTUS C. DYER AND WIFE, and between Augustus C. Dyer and Louise A. Dyer, his wife,  
And of the Township of Wantage, in the County of Sussex and  
THE BOROUGH OF SUSSEX. State of New Jersey, of the first part, and The Borough of  
Sussex, a municipal corporation, situate in the County of  
Sussex and State of New Jersey, of the second part.

WITNESSETH, That the party of the first part for and in consideration of ONE DOLLAR  
lawful money of the United States in hand paid to them by the party of the second part  
receipt whereof is hereby acknowledged and in the further consideration of the covenants  
and agreements hereinafter mentioned to be performed by the party of the second part have  
bargained, sold, conveyed and confirmed, and by these presents do bargain, sell, convey  
and confirm unto the party of the second part its successors and assigns the following  
rights touching and concerning the farm of the party of the first part situate in Wantage  
Township, Sussex County, New Jersey, near the village of Colesville and which farm is the  
same land and premises purchased from Charles C. Wilson and wife by deed dated February  
8th, 1912, and recorded in Book Y 10 of deeds for Sussex County on page 110, etc.

(1) The right and privilege of erecting and maintaining a dam across the brook on  
said farm flowing from Lake Rutherford at a point shortly above where said brook divides  
and suitable for running or conducting water through a four inch pipe to the division of  
the stream which flows westerly.

It being expressly understood and agreed that the party of the second part covenants  
to install and maintain a pipe four inches in diameter, for the purpose aforesaid.

(2) The right and privilege of erecting and maintaining a fence along both banks of  
the stream or brook flowing from Lake Rutherford to Colesville Reservoir. Said fences

*Vertical handwritten notes on the right margin:*  
11-11-46  
C  
11-11-46

and to be so built and of such dimensions as to prevent cattle and other domestic animals from getting into the stream, and the posts for said fences to be placed at a distance from the banks of the brook as will insure them from being washed out. The intention (L.S.) being to protect the water supply of The Borough of Sussex from pollution. It is understood and agreed by and between the parties hereto, and the party of the second part hereby covenants that it will erect and maintain water troughs in each of the fields as constituted on said farms through which said stream flows, so constructed that cattle may drink the water thereof, without standing in the bed of the stream. The party of the second part also covenants that it will erect and maintain a bridge in each of said fields sufficient for cattle to pass over.

In consideration of the premises the party of the second part further covenants and agrees that it will install and maintain a ram in the brook or stream leading to the Bolesville reservoir (also a small dam to operate said ram) sufficient for supplying water through a one and one-fourth inch pipe to a small reservoir near the dwelling house on the above described premises, or said Borough may in its discretion provide for a gravity system instead of a ram.

It is expressly understood and agreed that the foregoing grant of rights and privileges includes the right of the Borough of Sussex, its successors and assigns, by agents or servants to have ingress and egress over the above described property for the purpose of erecting, installing, repairing and maintaining said fences, dams, bridges and ram and in general to carry out the true intent of this agreement.

IN WITNESS WHEREOF, the parties of the first part have herunto set their hands and seals and the party of the second part has caused its corporate seal to be hereunto attached, attested by its clerk and these presents to be signed by its Mayor, the day and year first above written.

Signed, Sealed and Delivered ) AUGUSTUS C. DYER (L.S.)  
in the Presence of ) LOUISE A. DYER (L.S.)  
HUGH C. BALDWIN.  
WITNESSES: THE BOROUGH OF SUSSEX  
HARRY E. WELLS, By FRED W. MARGARUM, its Mayor.  
Clerk of the Borough of Sussex.  
(Corporate Seal)

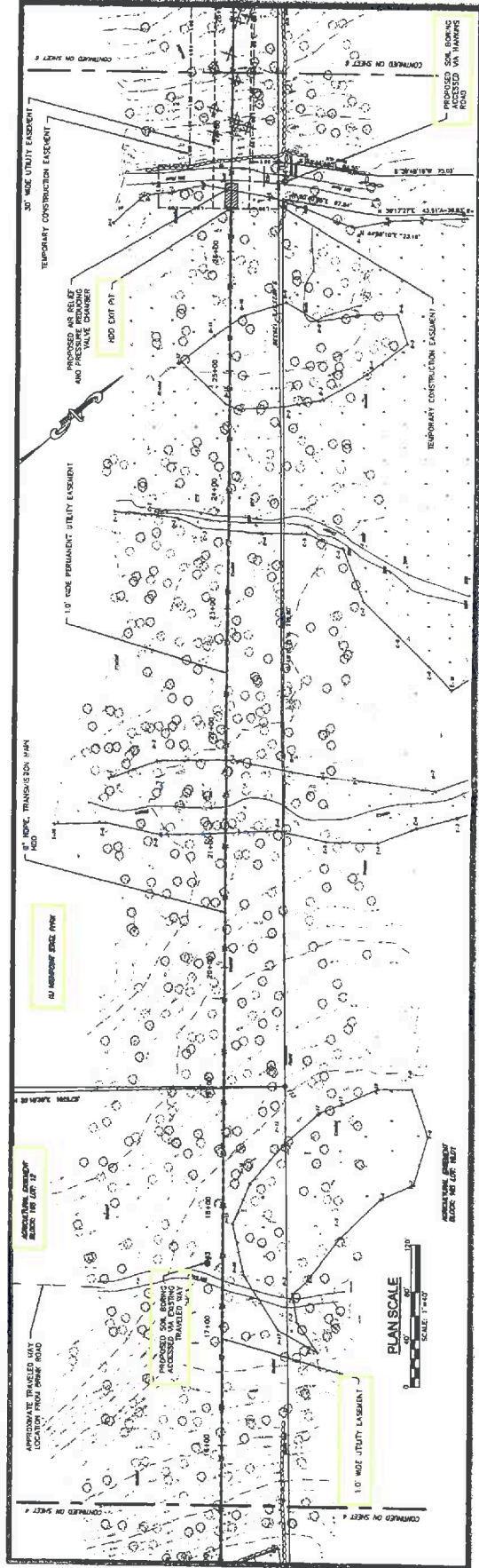
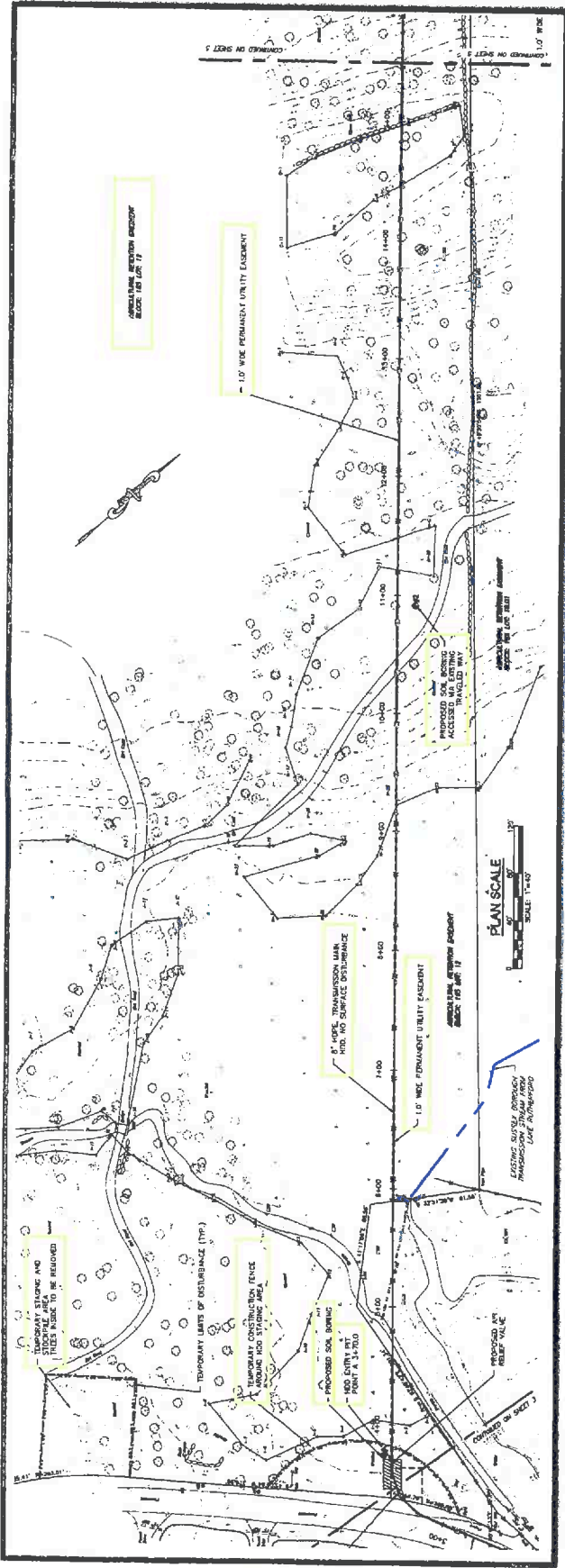
BE IT REMEMBERED that on this seventh day of September, in the year of our Lord nineteen hundred and eighteen, before me the subscriber a Master in Chancery of New Jersey, personally appeared AUGUSTUS C. DYER and LOUISE A. DYER, his wife, who, I am satisfied, are the grantors in the foregoing instrument named and I having first made known to them the contents thereof they thereupon acknowledged that they signed, sealed and delivered the same as their voluntary act and deed for the uses and purposes therein expressed.

HUGH C. BALDWIN,  
Master in Chancery of New Jersey.

Received and Recorded October 16th, 1918.  
9:02 A. M.

Clerk.

Schedule C: HDD, soil borings and proposed easement locations



**STATE AGRICULTURE DEVELOPMENT COMMITTEE**

**RESOLUTION FY2018R6(2)**

**FINAL REVIEW AND APPROVAL OF A PLANNING INCENTIVE GRANT TO**

**HUNTERDON COUNTY**

**for the**

**PURCHASE OF A DEVELOPMENT EASEMENT**

**On the Property of**

**Michisk, Robert ("Owners")**

**Franklin & Raritan Townships, Hunterdon County**

**N.J.A.C. 2:76-17 et seq.**

**SADC ID# 10-0412-PG**

**JUNE 28, 2018**

WHEREAS, on December 15, 2008 the State Agriculture Development Committee ("SADC") received a Planning Incentive Grant ("PIG") plan application from Hunterdon County, hereinafter "County" pursuant to N.J.A.C. 2:76-17.6; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.7, Hunterdon County received SADC approval of its FY2018 PIG Plan application annual update on May 25, 2017; and

WHEREAS, on March 2, 2017 the SADC received an application for the sale of a development easement from Hunterdon County for the subject farm identified as Block 43, Lot 22 and Block 44, Lot 5, Franklin Township and Block 12, Lot 8, Raritan Township, Hunterdon County, totaling approximately 47.4 gross acres hereinafter referred to as "the Property" (Schedule A); and

WHEREAS, the targeted Property is located in Hunterdon County's West Project Area; and

WHEREAS, the original application included one (1), approximately 4-acre non-severable exception area for and limited to one existing single family residential unit and to afford future flexibility of uses; and

WHEREAS, in preparation for appraisal, the landowner requested to increase the acreage of the non-severable exception area; and

WHEREAS, the Property includes one (1), approximately 5.5-acre non-severable exception area for one existing single family residential unit and to afford future flexibility of uses resulting in approximately 41.9 net acres to be preserved; and

WHEREAS, the portion of the Property outside the exception area includes zero (0) housing opportunities, zero (0) agricultural labor units and no pre-existing non-agricultural uses; and

WHEREAS, at the time of application the Property was in vegetable production; and

WHEREAS, the Owner has read and signed SADC Guidance Documents regarding Exceptions, Division of the Premises, Division of the Premises for Non-contiguous Parcels, and Non-agricultural uses; and

WHEREAS, the Property has a quality score of 61.24 which exceeds 47, which is 70% of the County's average quality score as determined by the SADC July 28, 2016; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.9(b) on May 4, 2017 it was determined that the application for the sale of a development easement was complete and accurate and satisfied the criteria contained in N.J.A.C. 2:76-17.9(a); and

WHEREAS, pursuant to N.J.A.C. 2:76-17.11, on February 22, 2018 the SADC certified a development easement value of \$7,900 per acre based on zoning and environmental regulations in place as of the current valuation date November 2017; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.12, the Owner accepted the County's offer of \$7,900 per acre for the development easement for the Property; and

WHEREAS, on May 1, 2018 the County prioritized its farms and submitted its applications in priority order to the SADC to conduct a final review of the application for the sale of a development easement pursuant to N.J.A.C. 2:76-17.14; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13, on March 29, 2018 the Franklin Township Committee approved the Owner's application for the sale of development easement and a funding commitment of \$1,525 per acre; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13, on March 30, 2018 the Raritan Township Committee approved the Owner's application for the sale of development easement and a funding commitment of \$1,525 per acre; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13 on April 12, 2018 the Hunterdon County Agriculture Development Board passed a resolution granting final approval for the development easement acquisition on the Property; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13 on May 1, 2018 the Board of Chosen Freeholders of the County of Hunterdon passed a resolution granting final approval and a commitment of funding for \$1,525 per acre to cover the local cost share; and

WHEREAS, the County has requested to encumber an additional 3% buffer for possible final surveyed acreage increases, therefore, 43.157 acres will be utilized to calculate the grant need; and

WHEREAS, the estimated cost share breakdown is as follows (based on 43.157 acres); and

	<u>Total</u>	<u>Per/acre</u>
SADC	\$209,311.45	(\$4,850/acre)
Raritan Township	\$ 6,862.50	(\$1,525/acre on est 4.5 acres in Raritan)
Franklin Township	\$ 58,951.92	(\$1,525/acre on est 38.657 in Franklin)
<u>Hunterdon County</u>	<u>\$ 65,814.43</u>	<u>(\$1,525/acre)</u>
Total Easement Purchase	\$340,940.30	(\$7,900/acre)

WHEREAS, pursuant to N.J.A.C. 2:76-17.14 (d) (f), if there are insufficient funds available in a county's base grant, the county may request additional funds from the competitive grant fund; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.14, the Hunterdon County Agriculture Development Board is requesting \$209,311.45 in FY13 competitive grant funding which is available at this time (Schedule B); and

WHEREAS, pursuant to N.J.A.C. 2:76-17.14, the SADC shall approve a cost share grant for the purchase of the development easement on an individual farm subject to available funds and consistent with the provisions of N.J.A.C. 2:76-6.11;

NOW THEREFORE BE IT RESOLVED, that the SADC grants final approval to provide a cost share grant to Hunterdon County for the purchase of a development easement on the Property, comprising approximately 43.157 net easement acres, at a State cost share of \$4,850 per acre, (61.39% of certified easement value and purchase price), for a total grant of approximately \$209,311.45 pursuant to N.J.A.C. 2:76-6.11 and the conditions contained in (Schedule C); and

BE IT FURTHER RESOLVED, the Property includes one (1), approximately 5.5-acre non-severable exception area for one existing single family residential unit and to afford future flexibility of use; and

BE IT FURTHER RESOLVED, the Property includes zero (0) housing opportunities, zero (0) agricultural labor units and no pre-existing non-agricultural uses on the area to be preserved outside of the exception area; and

BE IT FURTHER RESOLVED, any unused funds encumbered from either the base or competitive grants at the time of closing shall be returned to their respective sources (competitive or base grant fund); and

BE IT FURTHER RESOLVED, that if unencumbered base grant funds become available subsequent to this final approval and prior to executing the grant agreement, the SADC shall utilize those funds before utilizing competitive funding; and

BE IT FURTHER RESOLVED, should additional funds be needed due to an increase in acreage and if base grant funding becomes available the grant may be adjusted to utilize



unencumbered base grant funds; and

BE IT FURTHER RESOLVED, that the SADC's cost share grant to the County for the purchase of a development easement on the approved application shall be based on the final surveyed acreage of the area of the Property to be preserved outside of any exception areas, adjusted for proposed road rights-of-way, other rights-of-way or easements as determined by the SADC, streams or water bodies on the boundaries as identified in Policy P-3-C; and

BE IT FURTHER RESOLVED, the SADC shall enter into a Grant Agreement with the County pursuant to N.J.A.C. 2:76-6.18, 6.18(a) and 6.18(b); and

BE IT FURTHER RESOLVED, that all survey, title and all additional documents required for closing shall be subject to review and approval by the SADC; and

BE IT FURTHER RESOLVED, that this approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey; and

BE IT FURTHER RESOLVED, that this action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

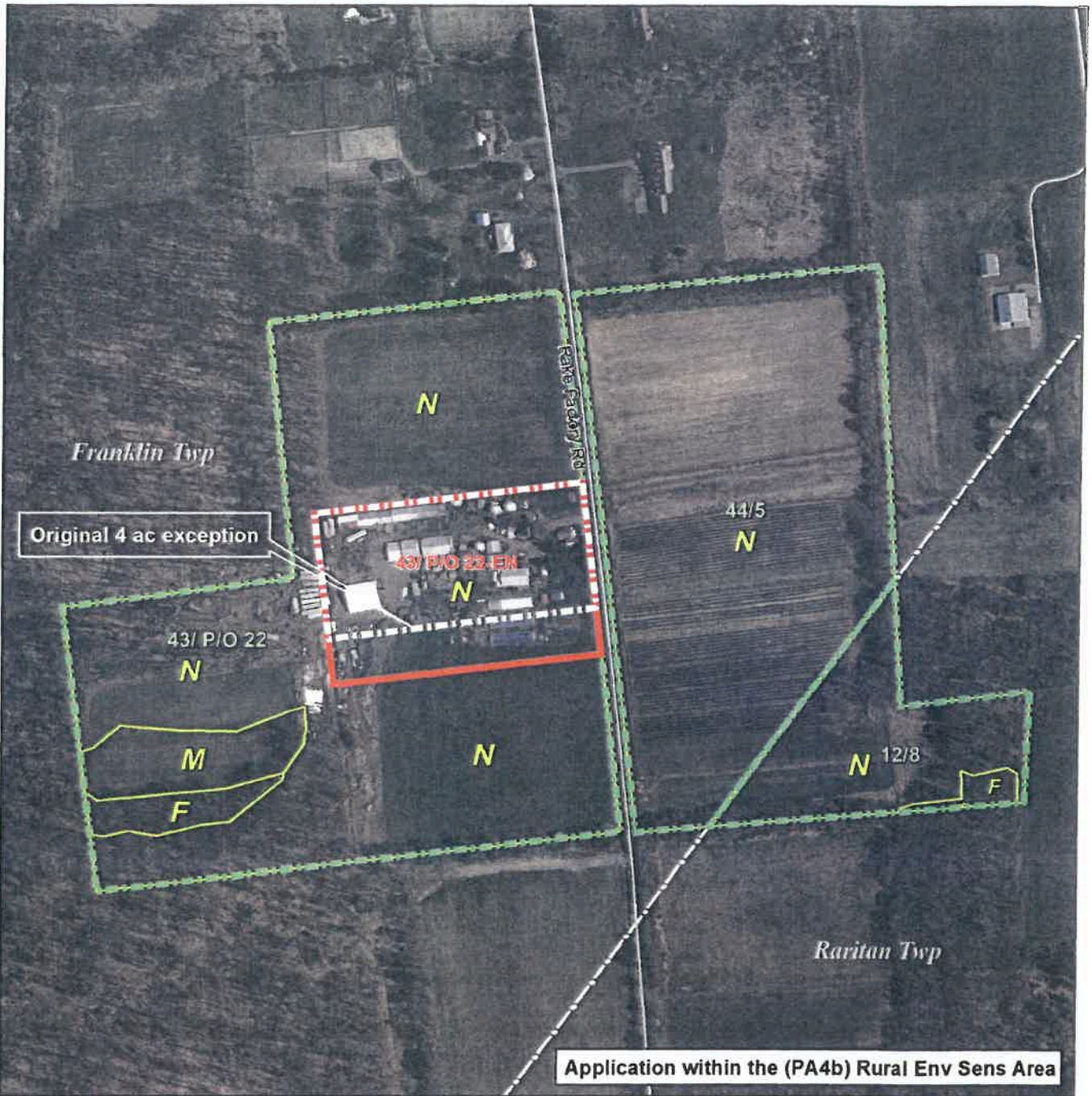
6/28/2018  
Date

  
Susan E. Payne, Executive Director  
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

Douglas H. Fisher, Chairperson	ABSENT
Renee Jones (rep. DEP Commissioner McCabe)	YES
Thomas Stanuikynas (rep. DCA Commissioner Oliver)	ABSENT
Ralph Siegel (rep. State Treasurer Muoio)	YES
Jane Brodhecker	YES
Alan Danser, Vice Chairman	YES
Scott Ellis	YES
Denis C. Germano, Esq.	ABSENT
Peter Johnson	YES
Brian Schilling (rep. Executive Dean Goodman)	YES
James Waltman	YES

# Wetlands



X:\counties\huncoc\projects\Michisk\_Robert\_G\_fwv3.mxd

## FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Michisk, Robert G.  
 Franklin Twp - Block 43 Lots P/O 22 (21.5 ac);  
 P/O 22-EN (non-severable exception - 5.5 ac)  
 Block 44 Lot 5 (16.0 ac)  
 Raritan Twp - Block 12 Lot 8 (4.4 ac)  
 Gross Total = 47.4 ac  
 Hunterdon County



Sources:  
 NJ Farmland Preservation Program  
 Green Acres Conservation Easement Data  
 NJDEP Wetlands Data  
 NJOTI/OGIS 2015 Digital Aerial Image

**DISCLAIMER:** Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The configuration and geo-referenced location of parcel polygons in this data layer are approximate and were developed primarily for planning purposes. The geodetic accuracy and precision of the GIS data contained in this file and map shall not be, nor are intended to be, relied upon in matters requiring delineation and location of true ground horizontal and/or vertical controls as would be obtained by an actual ground survey conducted by a licensed Professional Land Surveyor.



	Property In Question
	EN - (Non-Severable) Exception
	ES - (Severable) Exception
	Wetlands Boundaries
	Primary - Limited Access
	Federal or State Hwys
	County Roads
	Municipal/Local Roads

**Wetlands Legend:**  
 F - Freshwater Wetlands  
 L - Linear Wetlands  
 M - Wetlands Modified for Agriculture  
 T - Tidal Wetlands  
 N - Non-Wetlands  
 B - 300' Buffer  
 W - Water

SADC County Pig Financial Status  
Schedule B

Hunterdon County

SADC ID#	Farm	Municipality	Acres	SADC				Federal Grant				Base Grant				Competitive Funds								
				Cost	Share	SADC	Total	Federal Grant	SADC	Encumbered	PV	Expended	Balance	Encumbered	PV	Expended	FY11 Balance		FY13 Balance		FY17 Balance		FY18 Balance	
																	Fiscal Year 11	Fiscal Year 13	Fiscal Year 17	Fiscal Year 18	Fiscal Year 11	Fiscal Year 13	Fiscal Year 17	Fiscal Year 18
10-0235-PG	Rohlfert#2 (lot 1, 05)	Tewksbury	43.7990	656,520.00	333,917.00	196,956.00	338,610.00	333,917.00	333,917.00	3,060,000.00	247,200.00	236,555.00	374,934.28	374,934.28	2,388,510.72	0.00	1,254,690.72	4,801,210.95	4,801,210.95	5,000,000.00	5,000,000.00	2,000,000.00	2,000,000.00	
10-0308-PG	Peterson, Linda	Franklin	35.0080	217,049.60	140,023.00	140,023.00	140,023.00	140,023.00	3,060,000.00	374,934.28	374,934.28	70,357.67	70,357.67	2,318,153.05	0.00	1,965,317.05	4,801,210.95	4,801,210.95	5,000,000.00	5,000,000.00	2,000,000.00	2,000,000.00		
10-0313-PG	Cooper, Gail	Holland	42.6280	301,348.80	189,248.60	189,248.60	189,248.60	189,248.60	3,060,000.00	247,200.00	236,555.00	374,934.28	374,934.28	2,388,510.72	0.00	1,965,317.05	4,801,210.95	4,801,210.95	5,000,000.00	5,000,000.00	2,000,000.00	2,000,000.00		
10-0327-PG	Snyder, Doris	Raritan	47.1070	744,290.60	446,674.35	428,542.82	428,542.82	428,542.82	3,060,000.00	247,200.00	236,555.00	374,934.28	374,934.28	2,388,510.72	0.00	1,965,317.05	4,801,210.95	4,801,210.95	5,000,000.00	5,000,000.00	2,000,000.00	2,000,000.00		
10-0326-PG	Gross, Joel, Rosemary	Kingwood	57.6090	442,619.30	273,167.75	224,285.10	283,765.00	218,534.20	3,060,000.00	247,200.00	236,555.00	374,934.28	374,934.28	2,388,510.72	0.00	1,965,317.05	4,801,210.95	4,801,210.95	5,000,000.00	5,000,000.00	2,000,000.00	2,000,000.00		
10-0310-PG	Associated Tree Movers	Alexandria	47.6840	387,950.20	224,727.25	224,285.10	283,765.00	218,534.20	3,060,000.00	247,200.00	236,555.00	374,934.28	374,934.28	2,388,510.72	0.00	1,965,317.05	4,801,210.95	4,801,210.95	5,000,000.00	5,000,000.00	2,000,000.00	2,000,000.00		
10-0319-PG	Hill & Dale #1 (Lot 1,04)	Tewksbury	90.3600	1,557,807.00	916,684.20	404,419.50	956,046.00	916,684.20	3,060,000.00	247,200.00	236,555.00	374,934.28	374,934.28	2,388,510.72	0.00	1,965,317.05	4,801,210.95	4,801,210.95	5,000,000.00	5,000,000.00	2,000,000.00	2,000,000.00		
10-0321-PG	Readington Lot 191 Little Hills	Readington	81.9810	983,772.00	409,804.00	404,419.50	956,046.00	916,684.20	3,060,000.00	247,200.00	236,555.00	374,934.28	374,934.28	2,388,510.72	0.00	1,965,317.05	4,801,210.95	4,801,210.95	5,000,000.00	5,000,000.00	2,000,000.00	2,000,000.00		
10-0311-PG	Papazzan	Alexandria	44.1960	409,574.30	245,804.58	245,804.58	245,804.58	245,804.58	3,060,000.00	247,200.00	236,555.00	374,934.28	374,934.28	2,388,510.72	0.00	1,965,317.05	4,801,210.95	4,801,210.95	5,000,000.00	5,000,000.00	2,000,000.00	2,000,000.00		
10-0316-PG	KJA Holdings	Holland	65.3400	688,060.00	352,936.00	352,936.00	352,936.00	352,936.00	3,060,000.00	247,200.00	236,555.00	374,934.28	374,934.28	2,388,510.72	0.00	1,965,317.05	4,801,210.95	4,801,210.95	5,000,000.00	5,000,000.00	2,000,000.00	2,000,000.00		
10-0339-PG	Zander 1	Alexandria	26.3173	194,748.02	121,099.98	121,099.98	121,099.98	121,099.98	3,060,000.00	247,200.00	236,555.00	374,934.28	374,934.28	2,388,510.72	0.00	1,965,317.05	4,801,210.95	4,801,210.95	5,000,000.00	5,000,000.00	2,000,000.00	2,000,000.00		
10-0340-PG	Zander 2	Kingwood	24.4022	193,991.49	116,960.73	116,960.73	116,960.73	116,960.73	3,060,000.00	247,200.00	236,555.00	374,934.28	374,934.28	2,388,510.72	0.00	1,965,317.05	4,801,210.95	4,801,210.95	5,000,000.00	5,000,000.00	2,000,000.00	2,000,000.00		
10-0350-PG	Arnold Chase, Inc.	W. Amwell	103.1620	1,993,422.40	961,948.00	404,419.50	956,046.00	916,684.20	3,060,000.00	247,200.00	236,555.00	374,934.28	374,934.28	2,388,510.72	0.00	1,965,317.05	4,801,210.95	4,801,210.95	5,000,000.00	5,000,000.00	2,000,000.00	2,000,000.00		
10-0357-PG	Schley	Franklin/Kingwood	103.1620	1,993,422.40	961,948.00	404,419.50	956,046.00	916,684.20	3,060,000.00	247,200.00	236,555.00	374,934.28	374,934.28	2,388,510.72	0.00	1,965,317.05	4,801,210.95	4,801,210.95	5,000,000.00	5,000,000.00	2,000,000.00	2,000,000.00		
10-0389-PG	DIRT Capital Partners	Readington	19.4160	316,480.80	189,884.48	189,884.48	189,884.48	189,884.48	3,060,000.00	247,200.00	236,555.00	374,934.28	374,934.28	2,388,510.72	0.00	1,965,317.05	4,801,210.95	4,801,210.95	5,000,000.00	5,000,000.00	2,000,000.00	2,000,000.00		
10-0387-PG	DIRT Capital Partners	Franklin/Kingwood	85.0060	773,554.50	464,132.76	464,132.76	464,132.76	464,132.76	3,060,000.00	247,200.00	236,555.00	374,934.28	374,934.28	2,388,510.72	0.00	1,965,317.05	4,801,210.95	4,801,210.95	5,000,000.00	5,000,000.00	2,000,000.00	2,000,000.00		
10-0408-PG	Round Whoe!	Delaware	48.2470	485,593.50	291,356.10	291,356.10	291,356.10	291,356.10	3,060,000.00	247,200.00	236,555.00	374,934.28	374,934.28	2,388,510.72	0.00	1,965,317.05	4,801,210.95	4,801,210.95	5,000,000.00	5,000,000.00	2,000,000.00	2,000,000.00		
10-0412-PG	Lumigston, Maria C. & Berry, Mathem C.	Tewksbury	44.8150	1,111,412.00	666,847.20	666,847.20	666,847.20	666,847.20	3,060,000.00	247,200.00	236,555.00	374,934.28	374,934.28	2,388,510.72	0.00	1,965,317.05	4,801,210.95	4,801,210.95	5,000,000.00	5,000,000.00	2,000,000.00	2,000,000.00		
10-0412-PG	Michnik, Robert G	Franklin	43.1570	340,340.30	209,311.45	209,311.45	209,311.45	209,311.45	3,060,000.00	247,200.00	236,555.00	374,934.28	374,934.28	2,388,510.72	0.00	1,965,317.05	4,801,210.95	4,801,210.95	5,000,000.00	5,000,000.00	2,000,000.00	2,000,000.00		
Closed	14		808,8195	8,559,540.51	4,984,349.63	826,690.60	54,639.85	54,639.85	0.00	209,311.45	422,336.06	422,336.06	2,187,989.29	812,011.11	4,169,563.44	5,000,000.00	5,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	
Encumbered	4		219,2250	2,711,600.40	1,631,647.61	0.00	0.00	0.00	0.00	209,311.45	422,336.06	422,336.06	2,187,989.29	812,011.11	4,169,563.44	5,000,000.00	5,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	2,000,000.00	
				Total		Total		Total		Total		Total		Total		Total		Total		Total		Total		

State Agriculture Development Committee  
SADC Final Review: Development Easement Purchase

Michisk, Robert G.  
10- 0412-PG  
County PIG Program  
42 Acres

Block 43	Lot 22	Franklin Twp.	Hunterdon County
Block 44	Lot 5	Franklin Twp.	Hunterdon County
Block 12	Lot 8	Raritan Twp.	Hunterdon County

<b>SOILS:</b>	Other	15% *	0	=	.00	
	Statewide	85% *	.1	=	8.50	
					<b>SOIL SCORE:</b>	<b>8.50</b>

<b>TILLABLE SOILS:</b>	Cropland Harvested	73% *	.15	=	10.95	
	Other	5% *	0	=	.00	
	Wetlands	2% *	0	=	.00	
	Woodlands	20% *	0	=	.00	
					<b>TILLABLE SOILS SCORE:</b>	<b>10.95</b>

<b>FARM USE:</b>	Hay	32 acres
	Vegetable & Melons	14 acres

In no instance shall the Committee's percent cost share for the purchase of the development easement exceed 80% of the purchase price of the easement. This final approval is subject to the following:

1. Available funding.
2. The allocation, not to exceed 0 Residual Dwelling Site Opportunities on the Premises subject to confirmation of acreage by survey.
3. Compliance with all applicable statutes, rules and policies.
5. Other:
  - a. Pre-existing Nonagricultural Use:
  - b. Exceptions:
    - 1st (5.5) acres for Residence and future flexibility  
Exception is not to be severed from Premises  
Right to Farm language is to be included in Deed of Easement
  - c. Additional Restrictions: No Additional Restrictions
  - d. Additional Conditions: No Additional Conditions
  - e. Dwelling Units on Premises: No Dwelling Units
  - f. Agricultural Labor Housing Units on Premises: No Ag Labor Housing
6. The SADC's grant for the acquisition of the development easement is subject to the terms of the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, as ammended and N.J.A.C. 2:76-17.14.
7. Review and approval by the SADC legal counsel for compliance with legal requirements.

**STATE AGRICULTURE DEVELOPMENT COMMITTEE**

**RESOLUTION FY2018R6(3)**

**FINAL REVIEW AND APPROVAL OF A PLANNING INCENTIVE GRANT TO**

**SALEM COUNTY**

**for the**

**PURCHASE OF A DEVELOPMENT EASEMENT**

**On the Property of  
Sorbello, Frank & Thomas ("Owners")  
Pilesgrove Township, Salem County**

**N.J.A.C. 2:76-17 et seq.  
SADC ID#17-0179-PG**

**June 28, 2018**

WHEREAS, on December 15, 2008 the State Agriculture Development Committee ("SADC") received a Planning Incentive Grant ("PIG") plan application from Salem County, hereinafter "County" pursuant to N.J.A.C. 2:76-17.6; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.7, Salem County received SADC approval of its FY2018 PIG Plan application annual update on May 25, 2017; and

WHEREAS, on November 15, 2015, the SADC received a Direct Easement application for the sale of a development easement from Frank & Thomas Sorbello for the subject farm identified as Block 8, Lot 15.01, Pilesgrove Township, Salem County, totaling approximately 96.67 gross acres hereinafter referred to as "the Property" (Schedule A); and

WHEREAS, SADC and Salem County staff coordinated in the transfer of this application to the County PIG program due to a lack of funding for the SADC Direct Easement program at that time with the condition that the SADC would apply for and obtain an Agricultural Land Easement (ALE) grant through the United States Department of Agriculture, Natural Resources Conservation Service (NRCS), Agriculture Conservation Easement Program (ACEP) program to offset Salem County's cost share; and

WHEREAS, the targeted Property is located in Salem County's Project Area #2; and

WHEREAS, the Property includes one (1), approximately 2 acre non-severable exception area for and limited to one (1) future single family residential unit and to afford future flexibility of uses resulting in approximately 94.67 net acres to be preserved; and

WHEREAS, the portion of the Property outside the exception area includes zero (0) housing opportunities and zero (0) agricultural labor units; and

WHEREAS, there is one existing 50' wide driveway easement noted in the deed for the property benefiting Block 8, Lot 15, which is under separate ownership; and

WHEREAS, at the time of application the Property was in pepper production; and

WHEREAS, the Owners have read and signed SADC Guidance Documents regarding Exceptions, Division of the Premises, and Non-agricultural uses; and

WHEREAS, the Property has a quality score of 68.98 which exceeds 48, which is 70% of the County's average quality score as determined by the SADC July 23, 2015; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.9(b) on November 22, 2016, it was determined that the application for the sale of a development easement was complete and accurate and satisfied the criteria contained in N.J.A.C. 2:76-17.9(a); and

WHEREAS, pursuant to N.J.A.C. 2:76-17.11, on January 26, 2017, the SADC certified a development easement value of \$6,000 per acre based on zoning and environmental regulations in place as of the current valuation date December 5, 2016; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.12, the Owner accepted the County's offer of \$6,000 per acre for the development easement for the Property; and

WHEREAS, a parcel application was submitted to NRCS by the SADC for a FY2017 ALE grant; and

WHEREAS, the NRCS has determined that the Property and Landowner qualified for ALE grant funds; and

WHEREAS, the landowner has agreed to the additional restrictions associated with the ALE Grant, including a 6% maximum impervious coverage restriction (approximately 5.6 acres) for the construction of agricultural infrastructure on the Property outside of exception area, which is the maximum allowable for this property through the ALE program at this time; and

WHEREAS, at this time the ALE approved current easement value has not been finalized, however, the ALE grant will be calculated based on the highest appraised value of \$7,800 per acre in the ALE appraisal which was submitted for federal approval on May 9, 2018, equating to an estimated ALE grant of \$3,900 per acre (50% of \$7,800) or approximately \$380,289.00 in total ALE funds; and

WHEREAS, due to a shortage of available funds the Township and Salem County have requested that the ALE grant funds be used to cover the entire local cost share and any remaining funds will be used to offset the SADC grant needs; and

WHEREAS, should alternate ALE funding or other federal funding, such as ALE, become available from other funding years or through other qualified entities such as the SADC, a Non-Profit organization or County it may be utilized if such funding benefits the easement acquisition and/or the successful use of ALE funding; and

WHEREAS, on April 12, 2018, the County prioritized its farms and submitted its applications in priority order to the SADC to conduct a final review of the application for the sale of a development easement pursuant to N.J.A.C. 2:76-17.14; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13, on April 10, 2018, the Pilesgrove Township Committee approved the Owner's application for the sale of development easement but is not participating financially in the easement purchase due to the anticipated receipt of the ALE funds; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13 on March 28, 2018, the Salem County Agriculture Development Board passed a resolution granting final approval for the development easement acquisition on the Property; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13 on April 4, 2018, the Board of Chosen Freeholders of the County of Salem passed a resolution granting final approval but is not participating financially in the easement purchase due to the anticipated receipt of ALE funds; and

WHEREAS, this final approval is conditioned upon ALE funding in an amount sufficient enough to cover the County's cost share; and

WHEREAS, the County has requested to encumber an additional 3% buffer for possible final surveyed acreage increases, therefore, 97.51 acres will be utilized to calculate the grant need; and

WHEREAS, the estimated cost share breakdown is as follows (based on 97.51 acres); and

	<u>Total</u>	<u>Per/acre</u>
SADC	\$380,289	(\$3,900/acre)
<u>Salem County</u>	<u>\$204,771</u>	<u>(\$2,100/acre)</u>
Total Easement Purchase	\$585,060	(\$6,000/acre)

Estimated Cost share breakdown when the \$380,289 ALE Grant is finalized and applied:

	<u>Total</u>	<u>ALE \$</u>	<u>New Cost Share</u>
SADC	\$380,289	\$175,518	\$204,771 (\$2,100/acre)
Salem County	\$204,771	\$204,771	\$0
<u>ALE Grant</u>			<u>\$380,289 (\$3,900/acre)</u>
TOTAL	\$585,060	\$380,289	\$585,060 (\$6,000/acre)

WHEREAS, pursuant to N.J.A.C. 2:76 17.14 (d) (f), if there are insufficient funds available in a county's base grant, the county may request additional funds from the competitive grant fund; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.14, the Salem County Agriculture Development Board is requesting \$204,771 in FY17 base grant funding which is available at this time (Schedule B); and

WHEREAS, pursuant to N.J.A.C. 2:76-17.14, the SADC shall approve a cost share grant for the purchase of the development easement on an individual farm subject to available funds and consistent with the provisions of N.J.A.C. 2:76-6.11;

NOW THEREFORE BE IT RESOLVED, that the SADC grants final approval to provide a cost share grant to Salem County for the purchase of a development easement on the Property, comprising approximately 97.51 net easement acres, at a State cost share of \$2,100 per acre, (35% of certified easement value and purchase price), for a total grant of approximately \$204,771 pursuant to N.J.A.C. 2:76-6.11 and the conditions contained in (Schedule C); and

BE IT FURTHER RESOLVED, the Property includes one (1), approximately 2 acre non-severable exception area for and limited to one (1) future single family residential unit and to afford future flexibility of uses resulting in approximately 94.67 net acres to be preserved; and

BE IT FURTHER RESOLVED, the portion of the Property outside the exception area includes zero (0) housing opportunities and zero (0) agricultural labor units; and

BE IT FURTHER RESOLVED, there is one existing 50' wide driveway easement noted in the deed for the property benefiting Block 8, Lot 15, which is under separate ownership; and

BE IT FURTHER RESOLVED, this approval is conditioned upon receipt of ALE funds sufficient enough to cover the County's cost share or in absence of ALE funding a resolution by the County Board of Chosen Freeholder's to commit the funds needed to cover the County's cost share; and

BE IT FURTHER RESOLVED, that if ALE funding is secured and approved for use by the SADC, said funding will first be used to reduce the county cost share and then, with the remaining funds (estimated \$175,518), reduce the SADC's cost share; and

BE IT FURTHER RESOLVED, any unused funds encumbered from either the base or competitive grants at the time of closing shall be returned to their respective sources (competitive or base grant fund); and

BE IT FURTHER RESOLVED, that if unencumbered base grant funds become available subsequent to this final approval and prior to executing the grant agreement, the SADC shall utilize those funds before utilizing competitive funding; and



BE IT FURTHER RESOLVED, should additional funds be needed due to an increase in acreage and if base grant funding becomes available the grant may be adjusted to utilize unencumbered base grant funds; and

BE IT FURTHER RESOLVED, that the SADC's cost share grant to the County for the purchase of a development easement on the approved application shall be based on the final surveyed acreage of the area of the Property to be preserved outside of any exception areas, adjusted for proposed road rights-of-way, other rights-of-way or easements as determined by the SADC, streams or water bodies on the boundaries as identified in Policy P-3-C; and

BE IT FURTHER RESOLVED, the SADC shall enter into a Grant Agreement with the County pursuant to N.J.A.C. 2:76-6.18, 6.18(a) and 6.18(b); and

BE IT FURTHER RESOLVED, that all survey, title and all additional documents required for closing shall be subject to review and approval by the SADC; and

BE IT FURTHER RESOLVED, that this approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey; and

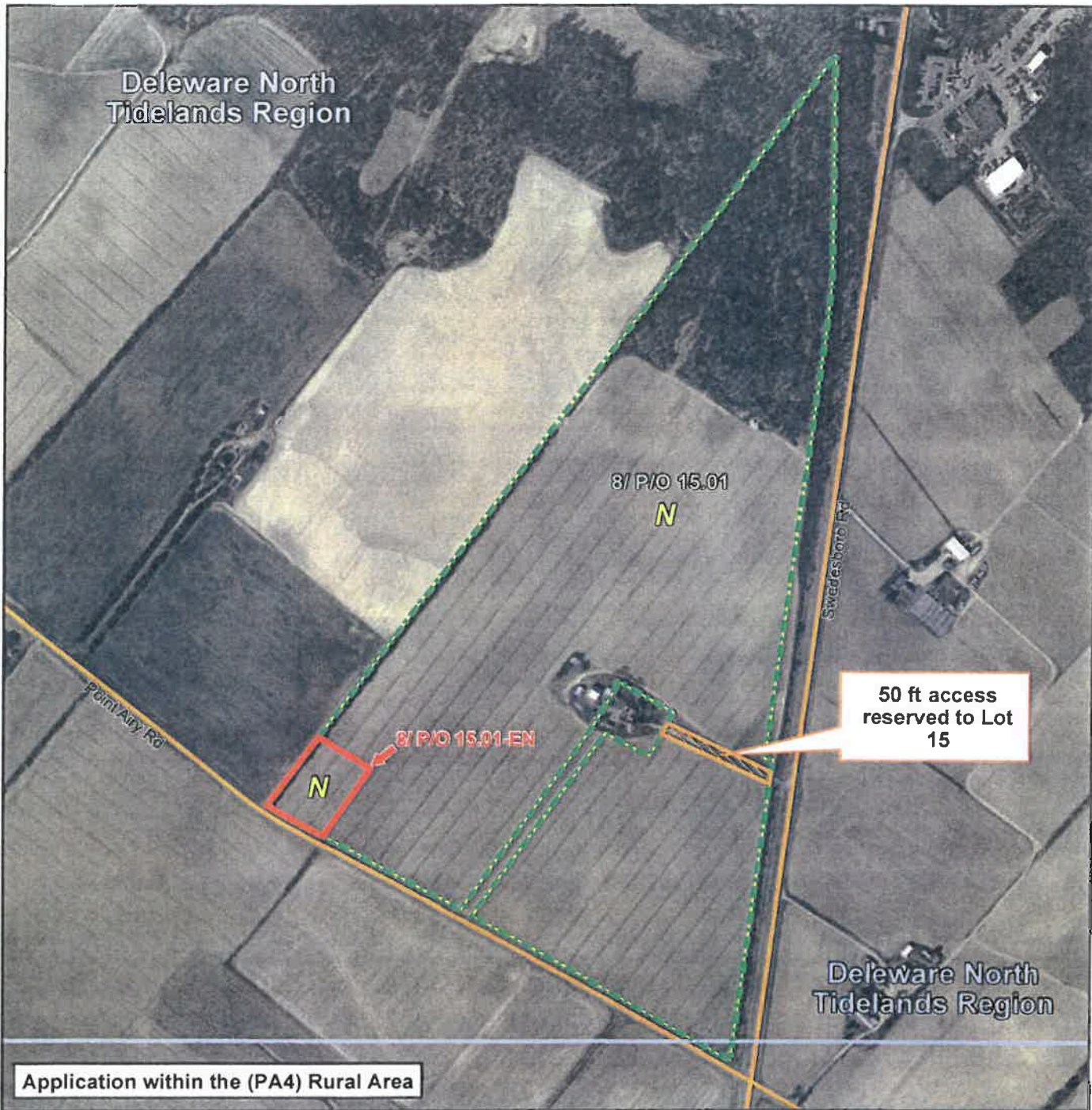
BE IT FURTHER RESOLVED, that this action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

6/28/2018  
Date

  
Susan E. Payne, Executive Director  
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

Douglas H. Fisher, Chairperson	ABSENT
Renee Jones (rep. DEP Commissioner McCabe)	YES
Thomas Stanuikynas (rep. DCA Commissioner Oliver)	ABSENT
Ralph Siegel (rep. State Treasurer Muoio)	YES
Jane Brodhecker	YES
Alan Danser, Vice Chairman	YES
Scott Ellis	YES
Denis C. Germano, Esq.	ABSENT
Peter Johnson	YES
Brian Schilling (rep. Executive Dean Goodman)	YES
James Waltman	YES



X:\counties\salco\projects\sorbello\_f\_fwv.mxd

**FARMLAND PRESERVATION PROGRAM  
NJ State Agriculture Development Committee**

Frank and Thomas Sorbello Farm  
Block 8 Lots P/O 15.01 (94.7 ac);  
& P/O 15.01-EN (non-severable exception - 2.0 ac)  
Gross Total = 96.7 ac  
Pilesgrove Twp., Salem County



**TIDELANDS DISCLAIMER:**  
The linear features depicted on this map were derived from the NJDEP's CD ROM series 1, volume 4, "Tidelands Claims Maps". These linear features are not an official NJDEP determination and should only be used as a general reference. Only NJDEP, Bureau of Tidelands Management can perform an official determination of Tidelands/Riparian claims.

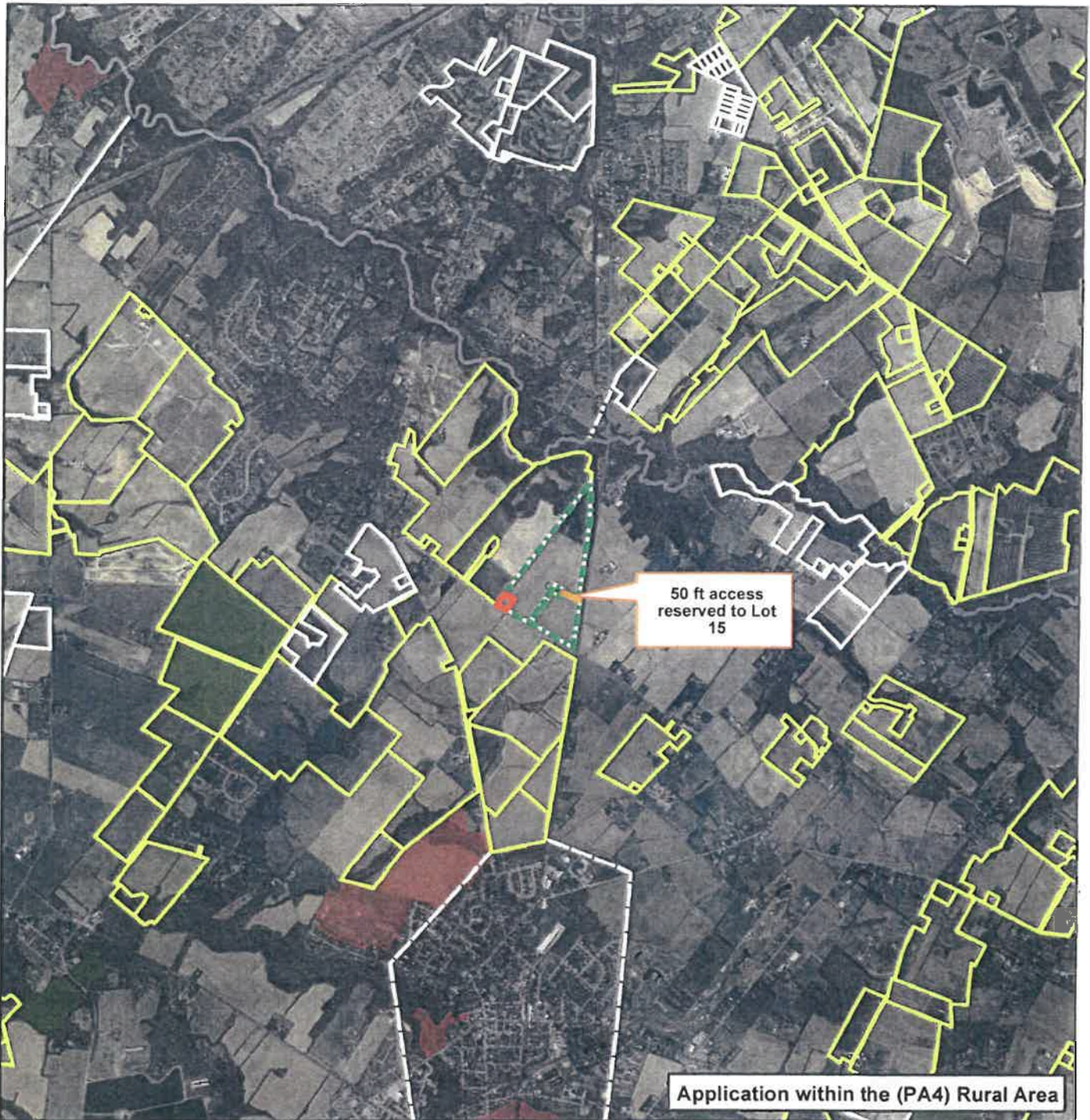
**DISCLAIMER:** Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The configuration and geo-referenced location of parcel polygons in this data layer are approximate and were developed primarily for planning purposes. The geodetic accuracy and precision of the GIS data contained in this file and map shall not be, nor are intended to be, relied upon in matters requiring delineation and location of true ground horizontal and/or vertical controls as would be obtained by an actual ground survey conducted by a licensed Professional Land Surveyor.



**Wetlands Legend:**  
F - Freshwater Wetlands  
L - Linear Wetlands  
M - Wetlands Modified for Agriculture  
T - Tidal Wetlands  
N - Non-Wetlands  
B - 300' Buffer  
W - Water

**Sources:**  
NJ Farmland Preservation Program  
Green Acres Conservation Easement Data  
NJDEP Wetlands Data  
NJIT/OGIS 2012 Digital Aerial Image

# Preserved Farms and Active Applications Within Two Miles

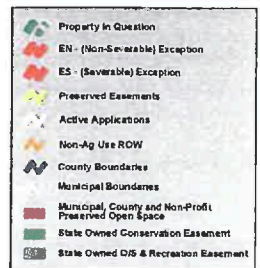


X:\counties\sac\projects\sorbello\_f\_2mile.mxd

Application within the (PA4) Rural Area

## FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Frank and Thomas Sorbello Farm  
Block 8 Lots P/O 15.01 (94.7 ac);  
& P/O 15.01-EN (non-severable exception - 2.0 ac)  
Gross Total = 96.7 ac  
Pilesgrove Twp., Salem County



Sources:  
NJ Farmland Preservation Program  
Green Acres Conservation Easement Data  
NJIT/OGIS 2012 Digital Aerial Image

**NOTE:**  
The parcel location and boundaries shown on this map are approximate and should not be construed to be a land survey as defined by the New Jersey Board of Professional Engineers and Land Surveyors

SADC County Financial Status  
Schedule B

Salem County

SADC ID#	Farm	Municipality	Acres	Federal Grant				Base Grant				Competitive Funds							
				Federal Grant		SADC		Fiscal Year 09		Fiscal Year 11		Fiscal Year 13		Fiscal Year 17		Fiscal Year 18		Fund Balance	
				Encumbered	Expended	Balance	Encumbered	Expended	PV	Maximum Grant	Encumbered	Expended	PV	Maximum Grant	Encumbered	Expended	FY11 Balance	FY13 Balance	FY17 Balance
17-0123-PG	Graco	Pittsgrove	313.4310	1,122,906.00	1,080,937.45	3,617,339.97	1,080,937.45	1,080,937.45	1,080,937.45	1,080,937.45	1,080,937.45	1,080,937.45	1,080,937.45	1,080,937.45	1,080,937.45	1,080,937.45	1,080,937.45	1,080,937.45	
17-0121-PG	Prestige World Wide	Alloway	51.3530	242,925.50	228,361.54	2,536,382.52	228,361.54	228,361.54	2,308,020.88	228,361.54	2,308,020.88	228,361.54	2,308,020.88	228,361.54	2,308,020.88	228,361.54	2,308,020.88	228,361.54	
17-0122-PG	Dunham	Mannington	38.4830	146,775.00	143,043.75	2,164,977.23	143,043.75	143,043.75	2,164,977.23	143,043.75	2,164,977.23	143,043.75	2,164,977.23	143,043.75	2,164,977.23	143,043.75	2,164,977.23	143,043.75	
17-0125-PG	Mahoney	Mannington	28.8220	106,038.50	101,853.05	2,063,124.18	101,853.05	101,853.05	2,063,124.18	101,853.05	2,063,124.18	101,853.05	2,063,124.18	101,853.05	2,063,124.18	101,853.05	2,063,124.18	101,853.05	
17-0110-PG	Moore	Mannington	149.7460	511,523.75	257,924.76	1,805,199.42	257,924.76	257,924.76	1,805,199.42	257,924.76	1,805,199.42	257,924.76	1,805,199.42	257,924.76	1,805,199.42	257,924.76	1,805,199.42	257,924.76	
17-0134-PG	Dubois Proprs., LLC	Pittsgrove	31.2230	149,865.00	151,431.55	1,653,767.87	151,431.55	151,431.55	1,653,767.87	151,431.55	1,653,767.87	151,431.55	1,653,767.87	151,431.55	1,653,767.87	151,431.55	1,653,767.87	151,431.55	
17-0127-PG	Brown	Upper Pittsgrove	58.2580	213,570.50	208,272.35	1,445,495.52	208,272.35	208,272.35	1,445,495.52	208,272.35	1,445,495.52	208,272.35	1,445,495.52	208,272.35	1,445,495.52	208,272.35	1,445,495.52	208,272.35	
17-0135-PG	Foggy, Harris, Allen	Quinton	33.5790	87,550.00	83,947.50	83,947.50	83,947.50	83,947.50	1,361,548.02	83,947.50	1,361,548.02	83,947.50	1,361,548.02	83,947.50	1,361,548.02	83,947.50	1,361,548.02	83,947.50	
17-0124-PG	Eckert, Hebert & Rowena	Elsinboro	46.6520	71,843.20	73,253.06	1,288,294.86	73,253.06	73,253.06	1,165,002.46	73,253.06	1,165,002.46	73,253.06	1,165,002.46	73,253.06	1,165,002.46	73,253.06	1,165,002.46	73,253.06	
17-0133-PG	Harris	Quinton	48.3170	123,292.50	123,292.50	1,059,248.01	123,292.50	123,292.50	1,059,248.01	123,292.50	1,059,248.01	123,292.50	1,059,248.01	123,292.50	1,059,248.01	123,292.50	1,059,248.01	123,292.50	
17-0146-PG	Basile	Upper Pittsgrove	25.4830	106,862.50	105,754.45	59,248.01	105,754.45	105,754.45	59,248.01	105,754.45	59,248.01	105,754.45	59,248.01	105,754.45	59,248.01	105,754.45	59,248.01	105,754.45	
17-0151-PG	Davis, Betty	Upper Pittsgrove	42.0030	59,248.01	59,248.01	59,248.01	59,248.01	59,248.01	59,248.01	59,248.01	59,248.01	59,248.01	59,248.01	59,248.01	59,248.01	59,248.01	59,248.01	59,248.01	
17-0157-PG	Bishop, Kevin & Jessica	Upper Pittsgrove	30.5970	87,550.00	83,947.50	83,947.50	83,947.50	83,947.50	1,361,548.02	83,947.50	1,361,548.02	83,947.50	1,361,548.02	83,947.50	1,361,548.02	83,947.50	1,361,548.02	83,947.50	
17-0163-PG	DuBois, Christian	Pittsgrove	29.7820	71,843.20	73,253.06	1,288,294.86	73,253.06	73,253.06	1,165,002.46	73,253.06	1,165,002.46	73,253.06	1,165,002.46	73,253.06	1,165,002.46	73,253.06	1,165,002.46	73,253.06	
17-0161-PG	Harrell, Robert T. & George K.	Upper Pittsgrove	89.2900	102,183.02	102,183.02	271,834.02	102,183.02	102,183.02	271,834.02	102,183.02	271,834.02	102,183.02	271,834.02	102,183.02	271,834.02	102,183.02	271,834.02	102,183.02	
17-0164-PG	Sloat, Edward W. & Robert K.	Mannington	49.8900	147,180.40	84,357.02	147,180.40	84,357.02	84,357.02	147,180.40	84,357.02	147,180.40	84,357.02	147,180.40	84,357.02	147,180.40	84,357.02	147,180.40	84,357.02	
17-0166-PG	Brooks, Michael N.	Upper Pittsgrove/Pittsgrove	65.4410	481,863.75	481,863.75	481,863.75	481,863.75	481,863.75	481,863.75	481,863.75	481,863.75	481,863.75	481,863.75	481,863.75	481,863.75	481,863.75	481,863.75	481,863.75	
17-0165-PG	Moffett, James E. & Patricia M.	Upper Pittsgrove/Pittsgrove	46.0300	163,942.34	67,264.94	163,942.34	67,264.94	67,264.94	163,942.34	67,264.94	163,942.34	67,264.94	163,942.34	67,264.94	163,942.34	67,264.94	163,942.34	67,264.94	
17-0160-PG	Brown, Steven R. & Timothy G.	Upper Pittsgrove	202.8900	400,707.75	159,565.00	400,707.75	159,565.00	159,565.00	400,707.75	159,565.00	400,707.75	159,565.00	400,707.75	159,565.00	400,707.75	159,565.00	400,707.75	159,565.00	
17-0168-PG	Catalano, Joanne J.	Mannington	92.9240	153,573.00	153,573.00	153,573.00	153,573.00	153,573.00	153,573.00	153,573.00	153,573.00	153,573.00	153,573.00	153,573.00	153,573.00	153,573.00	153,573.00	153,573.00	
17-0168-PG	EBA Farms (Williams)	Quinton	42.0200	380,289.00	175,518.00	380,289.00	175,518.00	175,518.00	380,289.00	175,518.00	380,289.00	175,518.00	380,289.00	175,518.00	380,289.00	175,518.00	380,289.00	175,518.00	
17-0182-PG	Tice, Barry and Joanne	Upper Pittsgrove	97.5100	400,707.75	159,681.16	400,707.75	159,681.16	159,681.16	400,707.75	159,681.16	400,707.75	159,681.16	400,707.75	159,681.16	400,707.75	159,681.16	400,707.75	159,681.16	
17-0190-PG	Sorbello, Frank & Thomas	Pittsgrove	81.4670	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	
Closed	18		1,179,3800	917,306.96	441,495.33	917,306.96	441,495.33	441,495.33	917,306.96	441,495.33	917,306.96	441,495.33	917,306.96	441,495.33	917,306.96	441,495.33	917,306.96	441,495.33	
Encumbered	5		483,5830	1,026,095.09	242,782.94	1,026,095.09	242,782.94	242,782.94	1,026,095.09	242,782.94	1,026,095.09	242,782.94	1,026,095.09	242,782.94	1,026,095.09	242,782.94	1,026,095.09	242,782.94	
				Encumber/Expended FY09	617,339.97	617,339.97	617,339.97	617,339.97	617,339.97	617,339.97	617,339.97	617,339.97	617,339.97	617,339.97	617,339.97	617,339.97	617,339.97	617,339.97	
				Encumber/Expended FY11	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	1,500,000.00	
				Encumber/Expended FY13	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	
				Encumber/Expended FY17	353,144.00	353,144.00	353,144.00	353,144.00	353,144.00	353,144.00	353,144.00	353,144.00	353,144.00	353,144.00	353,144.00	353,144.00	353,144.00	353,144.00	
				Encumber/Expended FY18	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09
				Total	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	81,467.09	
					21,652.92	21,652.92	21,652.92	21,652.92	21,652.92	21,652.92	21,652.92	21,652.92	21,652.92	21,652.92	21,652.92	21,652.92	21,652.92	21,652.92	
					93,155.90	93,155.90	93,155.90	93,155.90	93,155.90	93,155.90	93,155.90	93,155.90	93,155.90	93,155.90	93,155.90	93,155.90	93,155.90	93,155.90	
					69,015.23	69,015.23	69,015.23	69,015.23	69,015.23	69,015.23	69,015.23	69,015.23	69,015.23	69,015.23	69,015.23	69,015.23	69,015.23	69,015.23	
					897,277.99	897,277.99	897,277.99	897,277.99	897,277.99	897,277.99	897,277.99	897,277.99	897,277.99	897,277.99	897,277.99	897,277.99	897,277.99	897,277.99	
					2,909,331.85	2,909,331.85	2,909,331.85	2,909,331.85	2,909,331.85	2,909,331.85	2,909,331.85	2,909,331.85	2,909,331.85	2,909,331.85	2,909,331.85	2,909,331.85	2,909,331.85	2,909,331.85	
					4,009,566.11	4,009,566.11	4,009,566.11	4,009,566.11	4,009,566.11	4,009,566.11	4,009,566.11	4,009,566.11	4,009,566.11	4,009,566.11	4,009,566.11	4,009,566.11	4,009,566.11	4,009,566.11	
					5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	5,000,000.00	

State Agriculture Development Committee  
SADC Final Review: Development Easement Purchase

Sorbello, Frank & Thomas  
17- 0179-PG  
County PIG Program  
95 Acres

Block 8	Lot 15.01	Pilesgrove Twp.	Salem County		
<b>SOILS:</b>		Other	10% *	0	= .00
		Prime	53% *	.15	= 7.95
		Statewide	9% *	.1	= .90
		Unique .125	28% *	.125	= 3.50
					<b>SOIL SCORE: 12.35</b>
<b>TILLABLE SOILS:</b>		Cropland Harvested	79% *	.15	= 11.85
		Other	2% *	0	= .00
		Woodlands	19% *	0	= .00
					<b>TILLABLE SOILS SCORE: 11.85</b>
<b>FARM USE:</b>	Vegetable & Melons		75 acres		bell peppers

In no instance shall the Committee's percent cost share for the purchase of the development easement exceed 80% of the purchase price of the easement. This final approval is subject to the following:

1. Available funding.
2. The allocation, not to exceed 0 Residual Dwelling Site Opportunities on the Premises subject to confirmation of acreage by survey.
3. Compliance with all applicable statutes, rules and policies.
5. Other:
  - a. Pre-existing Nonagricultural Use:
  - b. Exceptions:
    - 1st two (2) acres for Future single family residential unit
    - Exception is not to be severed from Premises
    - Exception is to be limited to one future single family residential unit(s)
  - c. Additional Restrictions: No Additional Restrictions
  - d. Additional Conditions: No Additional Conditions
  - e. Dwelling Units on Premises: No Dwelling Units
  - f. Agricultural Labor Housing Units on Premises: No Ag Labor Housing
6. The SADC's grant for the acquisition of the development easement is subject to the terms of the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, as amended and N.J.A.C. 2:76-17.14.
7. Review and approval by the SADC legal counsel for compliance with legal requirements.

**STATE AGRICULTURE DEVELOPMENT COMMITTEE**

**RESOLUTION FY2018R6(4)**

**FINAL REVIEW AND APPROVAL OF A PLANNING INCENTIVE GRANT TO**

**SALEM COUNTY**

**for the**

**PURCHASE OF A DEVELOPMENT EASEMENT**

**On the Property of**

**Tice, Barry and Joanne ("Owners")**

**Upper Pittsgrove Township, Salem County**

**N.J.A.C. 2:76-17 et seq.**

**SADC ID#17-0182-PG**

**June 28, 2018**

WHEREAS, on December 15, 2008 the State Agriculture Development Committee ("SADC") received a Planning Incentive Grant ("PIG") plan application from Salem County, hereinafter "County" pursuant to N.J.A.C. 2:76-17.6; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.7, Salem County received SADC approval of its FY2018 PIG Plan application annual update on May 25, 2017; and

WHEREAS, on March 29, 2017, the SADC received an application for the sale of a development easement from Salem County for the subject farm identified as Block 53, Lot 13, Upper Pittsgrove Township, Salem County, totaling approximately 40.8 gross acres hereinafter referred to as "the Property" (Schedule A); and

WHEREAS, the targeted Property is located in Salem County's Project Area #1; and

WHEREAS, the Property has zero (0) exceptions, one (1) existing duplex which may be replaced by another duplex or one single family residential unit, zero (0) agricultural labor units and no pre-existing non-agricultural uses; and

WHEREAS, at the time of application the Property was in corn production; and

WHEREAS, the Owners have read and signed SADC Guidance Documents regarding Exceptions, Division of the Premises, and Non-agricultural uses; and

WHEREAS, the Property has a quality score of 75.54 which exceeds 47, which is 70% of the County's average quality score as determined by the SADC July 28, 2016; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.9(b) on May 11, 2017, it was determined that the application for the sale of a development easement was complete and accurate and satisfied the criteria contained in N.J.A.C. 2:76-17.9(a); and

WHEREAS, pursuant to N.J.A.C. 2:76-17.11, on October 26, 2017, the SADC certified a development easement value of \$5,500 per acre based on zoning and environmental regulations in place as of the current valuation date July 29,2017; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.12, the Owner accepted the County’s offer of \$5,500 per acre for the development easement for the Property; and

WHEREAS, on April 25, 2018, the County prioritized its farms and submitted its applications in priority order to the SADC to conduct a final review of the application for the sale of a development easement pursuant to N.J.A.C. 2:76-17.14; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13, on May 8, 2018 the Upper Pittsgrove Township Committee approved the Owner’s application for the sale of development easement and a funding commitment of \$925 per acre; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13 on April 25, 2018, the Salem County Agriculture Development Board passed a resolution granting final approval for the development easement acquisition on the Property; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13 on May 16, 2018, the Board of Chosen Freeholders of the County of Salem passed a resolution granting final approval and a commitment of funding for \$925 per acre to cover the local cost share; and

WHEREAS, the County has requested to encumber an additional 3% buffer for possible final surveyed acreage increases, therefore, 42.02 acres will be utilized to calculate the grant need; and

WHEREAS, the estimated cost share breakdown is as follows (based on 42.02 acres); and

	<u>Total</u>	<u>Per/acre</u>
SADC	\$153,373.00	(\$3,650/acre)
Salem County	\$ 38,868.50	(\$925/acre)
<u>Upper Pittsgrove</u>	<u>\$ 38,868.50</u>	<u>(\$925/acre)</u>
Total Easement Purchase	\$231,110.00	(\$5,500/acre)

WHEREAS, pursuant to N.J.A.C. 2:76 17.14 (d) (f), if there are insufficient funds available in a county’s base grant, the county may request additional funds from the competitive grant fund; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.14, the Salem County Agriculture Development Board is requesting \$153,373 in FY17 base grant funding which is available at this time (Schedule B); and

WHEREAS, pursuant to N.J.A.C. 2:76-17.14, the SADC shall approve a cost share grant for the purchase of the development easement on an individual farm subject to available funds and consistent with the provisions of N.J.A.C. 2:76-6.11;

NOW THEREFORE BE IT RESOLVED, that the SADC grants final approval to provide a cost share grant to Salem County for the purchase of a development easement on the Property, comprising approximately 42.02 net easement acres, at a State cost share of \$3,650 per acre, (66.36% of certified easement value and purchase price), for a total grant of approximately \$153,373 pursuant to N.J.A.C. 2:76-6.11 and the conditions contained in (Schedule C); and

BE IT FURTHER RESOLVED, the Property has zero (0) exceptions, one (1) existing duplex which may be replaced by another duplex or one single family residential unit, zero (0) agricultural labor units and no pre-existing non-agricultural uses; and

BE IT FURTHER RESOLVED, any unused funds encumbered from either the base or competitive grants at the time of closing shall be returned to their respective sources (competitive or base grant fund); and

BE IT FURTHER RESOLVED, should additional funds be needed due to an increase in acreage and if base grant funding becomes available the grant may be adjusted to utilize unencumbered base grant funds; and

BE IT FURTHER RESOLVED, that the SADC's cost share grant to the County for the purchase of a development easement on the approved application shall be based on the final surveyed acreage of the area of the Property to be preserved outside of any exception areas, adjusted for proposed road rights-of-way, other rights-of-way or easements as determined by the SADC, streams or water bodies on the boundaries as identified in Policy P-3-C; and

BE IT FURTHER RESOLVED, the SADC shall enter into a Grant Agreement with the County pursuant to N.J.A.C. 2:76-6.18, 6.18(a) and 6.18(b); and


BE IT FURTHER RESOLVED, that all survey, title and all additional documents required for closing shall be subject to review and approval by the SADC; and

BE IT FURTHER RESOLVED, that this approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey; and



BE IT FURTHER RESOLVED, that this action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

6/28/2018  
Date

  
\_\_\_\_\_  
Susan E. Payne, Executive Director  
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

Douglas H. Fisher, Chairperson	ABSENT
Renee Jones (rep. DEP Commissioner McCabe)	YES
Thomas Stanuikynas (rep. DCA Commissioner Oliver)	ABSENT
Ralph Siegel (rep. State Treasurer Muoio)	YES
Jane Brodhecker	YES
Alan Danser, Vice Chairman	YES
Scott Ellis	YES
Denis C. Germano, Esq.	ABSENT
Peter Johnson	YES
Brian Schilling (rep. Executive Dean Goodman)	YES
James Waltman	YES

X:\counties\saico\projects\Tice\_Barry\_and\_Joanne\_fwv.mxd



Application within the (PA4b) Rural Env Sens Area

**FARMLAND PRESERVATION PROGRAM  
NJ State Agriculture Development Committee**

Tice, Barry and Joanne  
Block 53 Lot 13 (40.8 ac)  
Upper Pittsgrove Twp., Salem County



Sources:  
NJ Farmland Preservation Program  
Green Acres Conservation Easement Data  
NJDEP Wetlands Data  
NJGIT/OGIS 2015 Digital Aerial Image

	Property In Question
	EN - (Non-Severable) Exception
	ES - (Severable) Exception
	Wetlands Boundaries
	Primary - Limited Access
	Federal or State Hwys
	County Roads
	Municipal/Local Roads

**Wetlands Legend:**  
F - Freshwater Wetlands  
L - Linear Wetlands  
M - Wetlands Modified for Agriculture  
T - Tidal Wetlands  
N - Non-Wetlands  
B - 300' Buffer  
W - Water

**DISCLAIMER:** Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The configuration and geo-referenced location of parcel polygons in this data layer are approximate and were developed primarily for planning purposes. The geodetic accuracy and precision of the GIS data contained in this file and map shall not be, nor are intended to be, relied upon in matters requiring delineation and location of true ground horizontal and/or vertical controls as would be obtained by an actual ground survey conducted by a licensed Professional Land Surveyor

# Preserved Farms and Active Applications Within Two Miles

X:\counties\salco\projects\Tice\_Barry\_and\_Joanne\_2mile.mxd



Application within the (PA4b) Rural Env Sens Area

## FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Tice, Barry and Joanne  
Block 53 Lot 13 (40.8 ac)  
Upper Pittsgrove Twp., Salem County



- Property In Question
- EN - (Non-Severable) Exception
- ES - (Severable) Exception
- Preserved Easements
- Active Applications
- Preserved With Federal Funds
- County Boundaries
- Municipal Boundaries
- Municipal, County and Non-Profit Preserved Open Space, State Owned Conservation Easements, & State Owned O/S & Recreation Easements

**NOTE:**  
The parcel location and boundaries shown on this map are approximate and should not be construed to be a land survey as defined by the New Jersey Board of Professional Engineers and Land Surveyors

Sources:  
NJ Farmland Preservation Program  
Green Acres Conservation Easement Data  
NJOT/OGIS 2015 Digital Aerial Image

SADC County Financial Status  
Schedule B

Salem County

SADC ID#	Farm	Municipality	Agris.	Federal Grant			Base Grant			Competitive Funds								
				Total	SADC	Federal Grant	Fiscal Year 08	Fiscal Year 11	Fiscal Year 13	Fiscal Year 17	Maximum Grant	Encumbered	PV	Expended	FY11 Balance	FY13 Balance	FY17 Balance	
17-0123-PG	Greco	Pittsgrove	313,4310	1,122,906.00	1,080,957.45	3,617,339.97	1,080,957.45	1,080,957.45	1,080,957.45	1,080,957.45	89,998.99	89,998.99	85,662.34	4,914,337.66				
17-0121-PG	Prestige World Wide	Alloway	51,3530	242,925.50	228,361.54	2,536,382.52	228,361.54	228,361.54	2,536,382.52	98,983.00	98,983.00	94,850.70	4,888,502.19					
17-0122-PG	Dunham	Mannington	36,4630	146,775.00	143,043.75	2,164,977.23	143,043.75	143,043.75	2,164,977.23	151,077.50	151,077.50	144,442.70	4,744,059.49					
17-0125-PG	Mahoney	Mannington	28,8220	106,038.50	101,853.05	2,063,124.18	101,853.05	101,853.05	2,063,124.18	360,528.00	360,528.00	228,189.98	4,515,869.51					
17-0110-PG	Moore	Mannington	148,7460	511,523.75	257,924.76	1,805,199.42	257,924.76	257,924.76	1,805,199.42	179,814.00	179,814.00	172,120.50	4,343,749.01					
17-0134-PG	Dubois Proprs., LLC	Pittsgrove	31,2230	148,865.00	151,431.55	1,653,767.87	151,431.55	151,431.55	1,653,767.87	111,249.70	111,249.70	75,319.00	4,268,430.01					
17-0127-PG	Brown	Upper Pittsgrove	58,2380	213,570.50	208,272.35	1,445,495.52	208,272.35	208,272.35	1,445,495.52	167,976.00	167,976.00	165,708.00	4,102,722.01					
17-0135-PG	Fogg, Harris, Allen	Quinton	33,5790	87,550.00	83,947.50	1,361,548.02	83,947.50	83,947.50	1,361,548.02	117,274.50	117,274.50	114,808.82	4,009,566.11					
17-0124-PG	Eckert, Hebert & Rowena	Elsinboro	46,6520	71,843.20	73,253.06	1,288,294.96	73,253.06	73,253.06	1,288,294.96									
17-0133-PG	Harris	Quinton	49,3170	123,292.50	123,292.50	1,165,002.46	123,292.50	123,292.50	1,165,002.46									
17-0146-PG	Basile	Upper Pittsgrove	25,4830	106,862.50	105,754.45	1,059,248.01	105,754.45	105,754.45	1,059,248.01									
17-0157-PG	Bishop, Kevin & Jessica	Upper Pittsgrove	30,5970	59,248.01	59,248.01	1,000,000.00	59,248.01	59,248.01	1,000,000.00									
17-0163-PG	DuBois, Christian	Pittsgrove	29,7020															
17-0161-PG	Harrell, Robert T. & George K.	Upper Pittsgrove	89,2900	271,834.02	102,183.02													
17-0164-PG	Sloat, Edward W. & Robert K.	Mannington	49,8900	147,180.40	84,357.02													
17-0166-PG	Brooks, Michael N.	Upper Pittsgrove/Pittsgrove	65,4410															
17-0165-PG	Moffatt, James E. & Patricia M.	Upper Pittsgrove/Pittsgrove	46,0300															
17-0160-PG	Brown, Steven R. & Timothy G.	Upper Pittsgrove	48,2390															
17-0169-PG	Catalano, Joanne J.	Mannington	202,8900	400,707.75	481,863.75	599,292.25	400,707.75	400,707.75	599,292.25									
17-0169-PG	E&A Farms (Williams)	Quinton	92,9240	163,942.34	67,264.94	439,611.09	159,588.00	159,681.16	439,611.09									
17-0182-PG	Tice, Barry and Joanne	Upper Pittsgrove	42,0200	153,373.00		286,238.09	153,373.00		286,238.09									
17-0190-PG	Sorbello, Frank & Thomas	Pittsgrove	97,5700	204,771.00		81,467.09	204,771.00		81,467.09									
<b>Closed</b>	<b>18</b>		<b>1,179,3800</b>	<b>917,306.96</b>	<b>441,495.33</b>	<b>4,122,906.00</b>	<b>400,707.75</b>	<b>159,681.16</b>	<b>599,292.25</b>									
<b>Encumbered</b>	<b>5</b>		<b>483,5830</b>	<b>1,026,095.09</b>	<b>242,782.94</b>	<b>1,122,906.00</b>	<b>400,707.75</b>	<b>159,681.16</b>	<b>439,611.09</b>	<b>617,339.97</b>								
				Encumber/Expended FY08						617,339.97								
				Encumber/Expended FY11						1,500,000.00								
				Encumber/Expended FY13						500,000.00								
				Encumber/Expended FY17						356,144.00								
				<b>Total</b>						<b>81,467.09</b>				<b>2,909,331.85</b>	<b>4,009,566.11</b>	<b>4,009,566.11</b>	<b>5,000,000.00</b>	

Schedule

State Agriculture Development Committee  
SADC Final Review: Development Easement Purchase

Tice, Barry & Joanne  
17- 0182-PG  
County PIG Program  
41 Acres

Block 53                      Lot 13                      Upper Pittsgrove Twp. Salem County

<b>SOILS:</b>	Prime	100% *	.15	=	15.00	
						<b>SOIL SCORE: 15.00</b>
<b>TILLABLE SOILS:</b>	Cropland Harvested	92% *	.15	=	13.80	
	Other	8% *	0	=	.00	
						<b>TILLABLE SOILS SCORE: 13.80</b>
<b>FARM USE:</b>	Corn-Cash Grain				40 acres	

In no instance shall the Committee's percent cost share for the purchase of the development easement exceed 80% of the purchase price of the easement. This final approval is subject to the following:

1. Available funding.
2. The allocation, not to exceed 0 Residual Dwelling Site Opportunities on the Premises subject to confirmation of acreage by survey.
3. Compliance with all applicable statutes, rules and policies.
5. Other:
  - a. Pre-existing Nonagricultural Use:
  - b. Exceptions: No Exceptions Requested
  - c. Additional Restrictions: No Additional Restrictions
  - d. Additional Conditions: No Additional Conditions
  - e. Dwelling Units on Premises:  
Duplex - 2 rented units
  - f. Agricultural Labor Housing Units on Premises: No Ag Labor Housing
6. The SADC's grant for the acquisition of the development easement is subject to the terms of the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, as ammended and N.J.A.C. 2:76-17.14.
7. Review and approval by the SADC legal counsel for compliance with legal requirements.

STATE AGRICULTURE DEVELOPMENT COMMITTEE

RESOLUTION FY2018R6(5)

FINAL REVIEW AND APPROVAL OF A PLANNING INCENTIVE GRANT TO

CAPE MAY COUNTY

for the

PURCHASE OF A DEVELOPMENT EASEMENT

On the Property of

B-JAC FARMS, LLC ("Owner")

Middle Township, Cape May County

N.J.A.C. 2:76-17 et seq.

SADC ID#05-0020-PG

June 28, 2018

WHEREAS, on December 15, 2008 the State Agriculture Development Committee ("SADC") received a Planning Incentive Grant ("PIG") plan application from Cape May County, hereinafter "County" pursuant to N.J.A.C. 2:76-17.6; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.7, Cape May County received SADC approval of its FY2018 PIG Plan application annual update on May 25, 2017; and

WHEREAS, on April 9, 2015 the SADC received an application for the sale of a development easement from Cape May County for the subject farm identified as Block 55.01, Lot 33, Middle Township, Cape May County, totaling approximately 6.78 gross acres hereinafter referred to as "the Property" (Schedule A); and

WHEREAS, the targeted Property is located in Cape May County's Middle Project Area; and

WHEREAS, the Property has zero (0) exceptions, one (1) existing single family residential unit, zero (0) agricultural labor units and no pre-existing non-agricultural uses; and

WHEREAS, at the time of application the Property was in nursery production; and

WHEREAS, the Owner has read and signed SADC Guidance Documents regarding Exceptions, Division of the Premises, and Non-agricultural uses; and

WHEREAS, the Property has a quality score of 60.27 which exceeds 41, which is 70% of the County's average quality score as determined by the SADC on July 24, 2014; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.9(b) on March 27, 2017 it was determined that the application for the sale of a development easement was complete and accurate and satisfied the criteria contained in N.J.A.C. 2:76-17.9(a); and

WHEREAS, pursuant to N.J.A.C. 2:76-17.11, on December 7, 2017 the SADC certified a

development easement value of \$12,000 per acre based on zoning and environmental regulations in place as of the current valuation date July 21, 2017; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.12, the Owner accepted the County's offer of \$12,000 per acre for the development easement for the Property; and

WHEREAS, on May 10, 2018 the County submitted this application to the SADC to conduct a final review of the application for the sale of a development easement pursuant to N.J.A.C. 2:76-17.14; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13, on April 16, 2018 the Middle Township Committee approved the Owner's application for the sale of development easement but is not participating financially in the easement purchase; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13 on March 26, 2018 the Cape May County Agricultural Development Board granting final approval for the development easement acquisition on the Property; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13 on March 27, 2018, the Board of Chosen Freeholders of the County of Cape May granted final approval and a commitment of funding to cover the local cost share; and

WHEREAS, the estimated cost share breakdown is as follows (based on 6.78 acres); and

	<u>Total</u>	<u>Per/acre</u>
SADC	\$48,816	(\$ 7,200/acre)
<u>County</u>	<u>\$32,544</u>	<u>(\$ 4,800/acre)</u>
Total Easement Purchase	\$81,360	(\$12,000/acre)

WHEREAS, pursuant to N.J.A.C. 2:76-17.14, the Cape May County Agricultural Development Board is requesting \$48,816 in FY09 base grant funding which is available at this time (Schedule B); and

WHEREAS, pursuant to N.J.A.C. 2:76-17.14, the SADC shall approve a cost share grant for the purchase of the development easement on an individual farm subject to available funds and consistent with the provisions of N.J.A.C. 2:76-6.11;

NOW THEREFORE BE IT RESOLVED, that the SADC grants final approval to provide a cost share grant to Cape May County for the purchase of a development easement on the Property, comprising approximately 6.78 net easement acres, at a State cost share of \$7,200 per acre, (60% of certified easement value and purchase price), for a total grant of approximately \$48,816 pursuant to N.J.A.C. 2:76-6.11 and the conditions contained in (Schedule C); and

BE IT FURTHER RESOLVED, the Property has zero (0) exceptions, one (1) existing single family residential unit, zero (0) agricultural labor units and no pre-existing non-agricultural uses; and

BE IT FURTHER RESOLVED, any unused funds encumbered from either the base or competitive grants at the time of closing shall be returned to their respective sources (competitive or base grant fund); and

BE IT FURTHER RESOLVED, should additional funds be needed due to an increase in acreage and if base grant funding becomes available the grant may be adjusted to utilize unencumbered base grant funds; and

BE IT FURTHER RESOLVED, that the SADC's cost share grant to the County for the purchase of a development easement on the approved application shall be based on the final surveyed acreage of the area of the Property to be preserved outside of any exception areas, adjusted for proposed road rights-of-way, other rights-of-way or easements as determined by the SADC, streams or water bodies on the boundaries as identified in Policy P-3-C; and

BE IT FURTHER RESOLVED, the SADC shall enter into a Grant Agreement with the County pursuant to N.J.A.C. 2:76-6.18, 6.18(a) and 6.18(b); and

BE IT FURTHER RESOLVED, that all survey, title and all additional documents required for closing shall be subject to review and approval by the SADC; and

BE IT FURTHER RESOLVED, that this approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey; and

BE IT FURTHER RESOLVED, that this action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

6/28/2018  
Date

  
Susan E. Payne, Executive Director  
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

Douglas H. Fisher, Chairperson	ABSENT
Renee Jones (rep. DEP Commissioner McCabe)	YES
Thomas Stanuikynas (rep. DCA Commissioner Oliver)	ABSENT
Ralph Siegel (rep. State Treasurer Muoio)	YES
Jane Brodhecker	YES
Alan Danser, Vice Chairman	YES
Scott Ellis	YES
Denis C. Germano, Esq.	ABSENT
Peter Johnson	YES
Brian Schilling (rep. Executive Dean Goodman)	YES
James Waltman	YES





X:\counties\cap\projects\B-JAC\_aerial.mxd

**FARMLAND PRESERVATION PROGRAM  
NJ State Agriculture Development Committee**

**B-JAC Farms, LLC  
Block 55.01 Lot 33 (6.5 ac)  
Gross Total = 6.5 ac  
Middle Twp., Cape May County**



	Property In Question
	EN - (Non-Severable) Exception
	ES - (Severable) Exception
	Primary - Limited Access
	Federal or State Highways
	County Roads
	Municipal/Local Roads



**DISCLAIMER:** Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The configuration and geo-referenced location of parcel polygons in this data layer are approximate and were developed primarily for planning purposes. The geodetic accuracy and precision of the GIS data contained in this file and map shall not be, nor are intended to be, relied upon in matters requiring delineation and location of true ground horizontal and/or vertical controls as would be obtained by an actual ground survey conducted by a licensed Professional Land Surveyor

Sources:  
Green Acres Conservation Easement Data  
NJOT/OGIS 2012 Digital Aerial Image

# Preserved Farms and Active Applications Within Two Miles

X:\counties\capco\projects\B-JAC\_2mile.mxd



Application within the (PA4) Rural Area

## FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

B-JAC Farms, LLC  
Block 55.01 Lot 33 (6.5 ac)  
Gross Total = 6.5 ac  
Middle Twp., Cape May County

- |                                |                                                        |
|--------------------------------|--------------------------------------------------------|
| Property in Question           | County Boundaries                                      |
| EN - (Non-Severable) Exception | Municipal Boundaries                                   |
| ES - (Severable) Exception     | Highlands Development Credits                          |
| Preserved Easements            | Highlands Development Credits                          |
| Active Applications            | Highlands Preserved Lands                              |
| Primary / Limited Access       | Monmouth County Parks                                  |
| Federal or State Highways      | Municipal County and Non-Profits Preserved Open Spaces |
| County Roads                   | State Owned Conservation Easement                      |
| Municipal Local Roads          | State Owned OS & Reception Easement                    |



Sources:  
NJ Farmland Preservation Program  
Green Acres Conservation Easement Data  
NJ Highlands Commission PDC Data  
NJ Highlands Council Data  
NJGIS/OGIS 2012 Digital Aerial Image

**NOTE:**  
The parcel location and boundaries shown on this map are approximate and should not be construed to be a land survey as defined by the New Jersey Board of Professional Engineers and Land Surveyors

SADC County Financial Status  
Schedule B

Cape May County

SADC ID#	Farm	Municipality	Acres	Federal Grant			Base Grant					
				Total Federal Grant	SADC Federal Grant	Encumbered	PV	Expended	Balance			
05-0023-PG	Tomlin, Carol A. (Shenandoah)	Woodbine Boro	14.5060									2,000,000.00
05-0020-PG	B-Jack Farms, LLC	Middle	6.7800			72,177.00			71,079.40		71,079.40	1,500,000.00
						48,816.00						500,000.00
												-
												2,259,318.30
<b>Closed</b>				14.5060		0.00	0.00					
<b>Encumbered</b>			6.7800			48,816.00			71,079.40		71,079.40	139,422.90
												1,500,000.00
												500,000.00
												-
												2,139,422.90

State Agriculture Development Committee  
 SADC Final Review: Development Easement Purchase

**Schedule C**

B-JAC Farms, LLC  
 05- 0020-PG  
 County PIG Program  
 7 Acres

Block 55.01	Lot 33	Middle Twp,	Cape May County
<b>SOILS:</b>		Prime	100% * .15 = 15.00
			<b>SOIL SCORE: 15.00</b>
<b>TILLABLE SOILS:</b>		Cropland Harvested	79% * .15 = 11.85
		Woodlands	21% * 0 = .00
			<b>TILLABLE SOILS SCORE: 11.85</b>
<b>FARM USE:</b>		Ornament Nursery Products	acres flowers

In no instance shall the Committee's percent cost share for the purchase of the development easement exceed 80% of the purchase price of the easement. This final approval is subject to the following:

1. Available funding.
2. The allocation, not to exceed 0 Residual Dwelling Site Opportunities on the Premises subject to confirmation of acreage by survey.
3. Compliance with all applicable statutes, rules and policies.
5. Other:
  - a. Pre-existing Nonagricultural Use:
  - b. Exceptions: No Exceptions Requested
  - c. Additional Restrictions: No Additional Restrictions
  - d. Additional Conditions: No Additional Conditions
  - e. Dwelling Units on Premises:  
Standard Single Family
  - f. Agricultural Labor Housing Units on Premises: No Ag Labor Housing
6. The SADC's grant for the acquisition of the development easement is subject to the terms of the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, as ammended and N.J.A.C. 2:76-17.14.
7. Review and approval by the SADC legal counsel for compliance with legal requirements.

**STATE AGRICULTURE DEVELOPMENT COMMITTEE**

**RESOLUTION #FY2018R6(6)**

**Preliminary Approval  
SADC Easement Purchase  
of an  
"ALTERNATE" FARM**

**On the Property of  
Walter, John H.**

**June 28, 2018**

Subject Property: Walter, John H.  
Block 15, Lot 4 & 23  
Mannington Township, Salem County  
Block 10, Lot 10  
Alloway Township, Salem County  
SADC ID#:17-0329-DE  
Approximately 88.5 Net Easement Acres

WHEREAS, pursuant to N.J.A.C. 2:76-11.3, an owner of farmland may offer to sell to the State Agriculture Development Committee ("SADC") a development easement on the farmland; and

WHEREAS, on September 25, 2017, the SADC received a development easement sale application from John H. Walter, hereinafter "Owner," identified as Block 15, Lot 4 & 23, Mannington Township, Salem County, & Block 10, Lot 10, Alloway Township, Salem County, hereinafter "the Property," totaling approximately 91.5 gross acres, identified in (Schedule A); and

WHEREAS, the Property includes one (1), approximate 3-acre non-severable exception area for and limited to one (1) future single family residential unit, resulting in approximately 88.5 net acres to be preserved; and

WHEREAS, the portion of the Property to be preserved outside of the exception area includes one (1) existing single family residential unit, zero (0) agricultural labor units, and no pre-existing non-agricultural uses; and

WHEREAS, at the time of application, the Property was devoted to corn, pig, beef, sheep, chicken, and goat production; and

WHEREAS, staff evaluated this application for the sale of development easement pursuant to SADC Policy P-14-E, Prioritization criteria, N.J.A.C. 2:76-6.16 and the State Acquisition Selection Criteria approved by the SADC on July 27, 2017 which categorized applications into "Priority", "Alternate" and "Other" groups; and

WHEREAS, staff finds that the Property, has a quality score of 70.50 and contains approximately 88.5 net acres (Schedule B); and

WHEREAS, the Property does not meet the SADC's Salem County minimum ranking criteria for the "Priority" category which requires a quality score of at least 61 combined with at least 92 acres, however it is higher than the minimum quality score of 48 and 67 acres needed for an "Alternate" farm designation, therefore, this farm is categorized as an "Alternate" farm, requiring SADC preliminary approval; and

WHEREAS, the Property meets the minimum eligibility criteria as set forth in N.J.A.C. 2:76-6.20; and

WHEREAS, as per selection procedures approved by the SADC on September 20, 2017, SADC's "Partnership Pool" funding may be utilized for farms that leverage SADC funds by utilizing non-SADC funding, including those that do not meet SADC's "Priority" criteria; and

WHEREAS, a parcel application was submitted by SADC staff to the FY2018 United States Department of Agriculture, Natural Resources Conservation Service (NRCS), Agriculture Conservation Easement Program (ACEP) for an Agricultural Land Easement (ALE) grant; and

WHEREAS, the NRCS has determined that the Property and Landowner qualified for ALE grant funds which is estimated to provide a grant equal to 50% of the easement value; and

WHEREAS, the landowner has agreed to the additional restrictions associated with the ALE Grant, including a 5.33% maximum impervious coverage restriction (approximately 4.7 acres) for the construction of agricultural infrastructure on the Property outside of exception area, which is the maximum allowable for this property through the ALE program at this time; and

WHEREAS, because this Property is an "Alternate Farm" and because ALE funding has been preliminarily secured to leverage SADC funding, this farm will utilize SADC's "Partnership Pool" as per the Direct Easement selection procedures approved by the SADC on September 20, 2017; and

WHEREAS, this preliminary approval is conditioned upon receipt of an ALE grant in an amount equal or greater than 50% of the SADC's certified fair market value of the easement; and

NOW THEREFORE BE IT RESOLVED that the SADC grants preliminary approval to the Property for an easement acquisition and authorizes staff to proceed with the following:

1. Utilize SADC's "Partnership Pool" funding used only for transactions that leverage SADC funds through the use of non-SADC funding
2. Enter into a 120 day option agreement with the Landowner
3. Secure two independent appraisals to estimate the fair market value of the Property
4. Review the two independent appraisals and recommend a certified fair market easement value of the property to the SADC
5. Continue processing the ALE application to secure a grant equal to approximately 50% of the easement purchase price; and

BE IT FURTHER RESOLVED, this preliminary approval is conditioned upon receipt of an ALE grant in an amount equal or greater than 50% of the SADC's certified fair market value of the easement; and

BE IT FURTHER RESOLVED, that this action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

6/28/2018

Date



Susan E. Payne, Executive Director  
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

Douglas H. Fisher, Chairperson	ABSENT
Renee Jones (rep. DEP Commissioner McCabe)	YES
Thomas Stanuikynas (rep. DCA Commissioner Oliver)	ABSENT
Ralph Siegel (rep. State Treasurer Muoio)	YES
Jane Brodhecker	YES
Alan Danser, Vice Chairman	YES
Scott Ellis	YES
Denis C. Germano, Esq.	ABSENT
Peter Johnson	YES
Brian Schilling (rep. Executive Dean Goodman)	YES
James Waltman	YES

S:\DIRECT EASEMENT PURCHASE\All Counties\SALEM\Walter, John H\Walter, John H. Preliminary Approval.doc

# Preserved Farms and Active Applications Within Two Miles

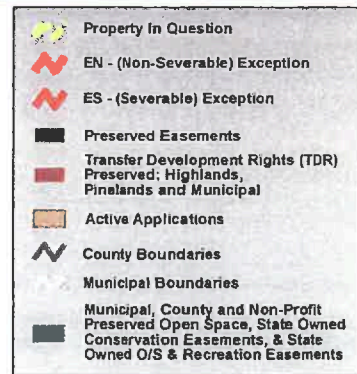
X:\counties\saleco\projects\Walter\_John\_H\_2mile.mxd



Application within the (PA4) Rural Area

## FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Walter, John H.  
 Mannington Twp. - Block 15 Lots P/O 4 (80.4 ac);  
 P/O 4-EN (non-severable exception - 3.0 ac); & 23 (4.9 ac)  
 Alloway Twp. - Block 10 Lot 10 (3.2 ac)  
 Gross Total - 91.5 ac  
 Salem County



2,000 1,000 0 2,000 4,000 6,000 Feet



NOTE:  
 The parcel location and boundaries shown on this map are approximate and should not be construed  
 to be a land survey as defined by the New Jersey Board of Professional Engineers and Land Surveyors

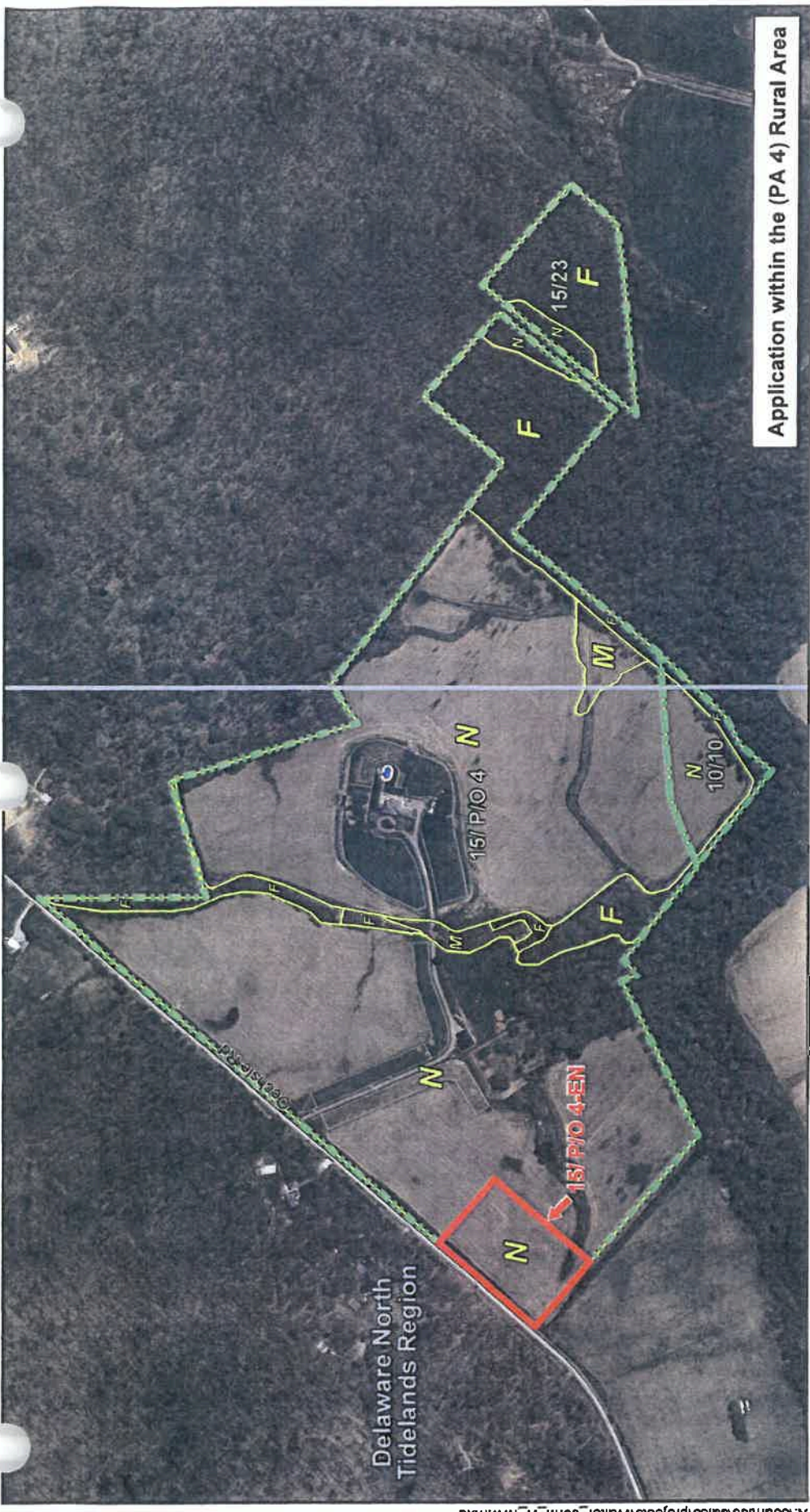
Sources:  
 NJ Farmland Preservation Program  
 Green Acres Conservation Easement Data  
 NJDOT/OGIS 2015 Digital Aerial Image

October 20, 2017



Wetlands

Sched A



Delaware North  
Tidelands Region

Application within the (PA 4) Rural Area

Property In Question	
	EN - (Non-Severable) Exception
	ES - (Severable) Exception
	Wetlands Boundaries
	Primary - Limited Access
	Federal or State Hwys
	County Roads
	Municipal/Local Roads
	Tidelands Boundary

Wetlands Legend:  
 F - Farmed Wetlands  
 L - Linear Wetlands  
 M - Managed Wetlands  
 N - Natural Wetlands  
 D - 2007 Data  
 W - Water

Sources:  
 Delaware Preservation Program  
 Great Lakes Conservation Easement Data  
 NDOT Road Data  
 NDOT Road Data  
 NORTGIS 2015 Digital Aerial Image  
 October 20, 2017

**FARMLAND PRESERVATION PROGRAM**  
**NJ State Agriculture Development Committee**

Walter, John H.  
 Mannington Twp. - Block 15 Lots P/O 4 (80.4 ac);  
 P/O 4-EN (non-severable exception - 3.0 ac); & 23 (4.9 ac)  
 Alloway Twp. - Block 10 Lot 10 (3.2 ac)  
 Gross Total - 91.5 ac  
 Salem County



**TIDELANDS DISCLAIMER:**  
 The linear features depicted on this map were derived from the NJDEP's CD ROM series 1, volume 4, "Tidelands Claims Maps".  
 The map is not intended to be used for general reference. Only NJDEP, Bureau  
 of Tidelands Management, can perform an official determination of Tidelands/Estuarine claims.

**DISCLAIMER:** Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user.  
 The map is not intended to be used for general reference. The geographic accuracy and precision of the GIS data presented in this map  
 map shall not be, nor are intended to be, relied upon in matters requiring definition and location of top, ground  
 horizontal and/or vertical control, as would be obtained by an actual ground survey conducted by a licensed  
 Professional Land Surveyor

State of New Jersey  
State Agriculture Development Committee  
Farmland Preservation Program  
Quality Ranking Score

GENERAL INFORMATION

COUNTY OF Salem     Mannington Twp. 1705  
APPLICANT Walter, John H.

PRIORITIZATION SCORE

<b>SOILS:</b>	Other	11% *	0	=	.00
	Prime	89% *	.15	=	13.35
					<b>SOIL SCORE: 13.35</b>
<b>TILLABLE SOILS:</b>	Cropland Harvested	69% *	.15	=	10.35
	Other	5% *	0	=	.00
	Wetlands	16% *	0	=	.00
	Woodlands	10% *	0	=	.00
					<b>TILLABLE SOILS SCORE: 10.35</b>
<b>BOUNDARIES AND BUFFERS:</b>	Deed Restricted Farmland (Permanent)	21% *	.2	=	4.20
	Farmland (Unrestricted)	11% *	.06	=	.66
	Residential Development	3% *	0	=	.00
	Streams and Wetlands	37% *	.18	=	6.66
	Woodlands	28% *	.06	=	1.68
					<b>BOUNDARIES AND BUFFERS SCORE: 13.20</b>
<b>CONTIGUOUS PROPERTIES / DENSITY:</b>	Walter	Restricted Farm or Current Application			2
	Strang	Restricted Farm or Current Application			2
	Peruszewski	Restricted Farm or Current Application			2
	Barbara	Restricted Farm or Current Application			2
	Chard	Restricted Farm or Current Application			2
					<b>DENSITY SCORE: 10.00</b>
<b>LOCAL COMMITMENT:</b>		96.5% *	19	=	18.34
					<b>LOCAL COMMITMENT SCORE: 18.34</b>
<b>SIZE:</b>					<b>SIZE SCORE: 3.62</b>
<b>IMMIMENCE OF CHANGE:</b>	SADC Impact factor =		1.64		
					<b>IMMINENCE OF CHANGE SCORE: 1.64</b>
<b>COUNTY RANKING:</b>					
<b>EXCEPTIONS:</b>					<b>EXCEPTION SCORE: .00</b>
					<b>TOTAL SCORE: 70.50</b>

STATE AGRICULTURE DEVELOPMENT COMMITTEE

RESOLUTION #FY2018R6(7)

Final Review and Approval  
SADC Easement Purchase

On the Property of  
Koval, Louanne B. & Dare, David Bruce ("Owners")

June 28, 2018

Subject Property: **Koval, Louanne B. & Dare, David Bruce** ("Owners")  
Block 18, Lots 58, 58.01, 59, 60 & 61  
Upper Pittsgrove Township, Salem County  
Block 43, Lot 2  
Elk Township, Gloucester County (the "Property")  
SADC ID#17-0323-DE  
Approximately 96.2 Net Easement Acres

WHEREAS, on August 31, 2017, the State Agriculture Development Committee ("SADC") received a development easement sale application from Louanne B. Koval and David Bruce Dare, hereinafter "Owners," identified as Block 18, Lots 58, 58.01, 59, 60 & 61 in Upper Pittsgrove Township, Salem County and Block 43, Lot 2 in Elk Township, Gloucester County, hereinafter "the Property," totaling approximately 96.2 Gross Acres, identified in (Schedule A); and

WHEREAS, the SADC is authorized under the Garden State Preservation Trust Act, pursuant to N.J.S.A. 13:8C-1 et seq., to purchase development easements directly from landowners; and

WHEREAS, the Property has zero (0) exceptions, two (2) existing single family residences, zero (0) agricultural labor units and no pre-existing non-agricultural uses; and

WHEREAS, staff evaluated this application for the sale of development easement pursuant to SADC Policy P-14-E, Prioritization criteria, N.J.A.C. 2:76-6.16 and the State Acquisition Selection Criteria approved by the SADC on July 25, 2013, which categorized applications into "Priority", "Alternate" and "Other" groups; and

WHEREAS, SADC staff determined that the Property meets the SADC's "Priority" category for Salem County (minimum acreage of 92 and minimum quality score of 61) because it is approximately 96.2 easement acres and has a quality score of 74.46; and

WHEREAS, at the time of application, the Property was devoted to chickens, goats, and corn production; and

WHEREAS, the Owners have read and signed SADC Guidance Documents regarding Exceptions, Division of the Premises and Non-agricultural uses; and

WHEREAS, on April 27, 2018, the SADC certified the development easement value at \$6,500 per acre based on current zoning and environmental conditions as of January 15, 2018; and

WHEREAS, the Owners accepted the SADC's offer to purchase the development easement for \$6,500 per acre; and

WHEREAS, to proceed with the SADC's purchase of the development easement it is recognized that various professional services will be necessary including but not limited to contracts, survey, title search and insurance and closing documents; and

WHEREAS, as a condition of the option to purchase agreement and this final approval, the individual lots must be consolidated under common ownership prior to or at closing; and

WHEREAS, contracts and closing documents for the acquisition of the development easement will be prepared and shall be subject to review by the Office of the Attorney General;

NOW THEREFORE BE IT RESOLVED that the SADC grants final approval for its acquisition of the development easement at a value of \$6,500 per acre for a total of approximately \$625,300 subject to the conditions contained in (Schedule B); and

BE IT FURTHER RESOLVED, the Property has zero (0) exceptions, two (2) existing single family residences, zero (0) agricultural labor units and no pre-existing non-agricultural uses; and

BE IT FURTHER RESOLVED, this final approval is conditioned upon the individual lots being consolidated under common ownership prior to or at closing; and

BE IT FURTHER RESOLVED, that the SADC's purchase price of a development easement on the approved application shall be based on the final surveyed acreage of the area of the Property to be preserved outside of any exception areas, adjusted for proposed road rights-of-way, other rights-of-way or easements as determined by the SADC, streams or water bodies on the boundaries as identified in Policy P-3-C; and

BE IT FURTHER RESOLVED, that contracts and closing documents shall be prepared subject to review by the Office of the Attorney General; and

BE IT FURTHER RESOLVED, the SADC authorizes Secretary of Agriculture Douglas H. Fisher, Chairperson, SADC or Executive Director Susan E. Payne, to execute an Agreement to Sell Development Easement and all necessary documents to contract for the professional services necessary to acquire said development easement, including but not limited to a survey and title search and to execute all necessary documents required to acquire the development easement; and

BE IT FURTHER RESOLVED, that this approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey; and

BE IT FURTHER RESOLVED, that this action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

2/28/18  
Date

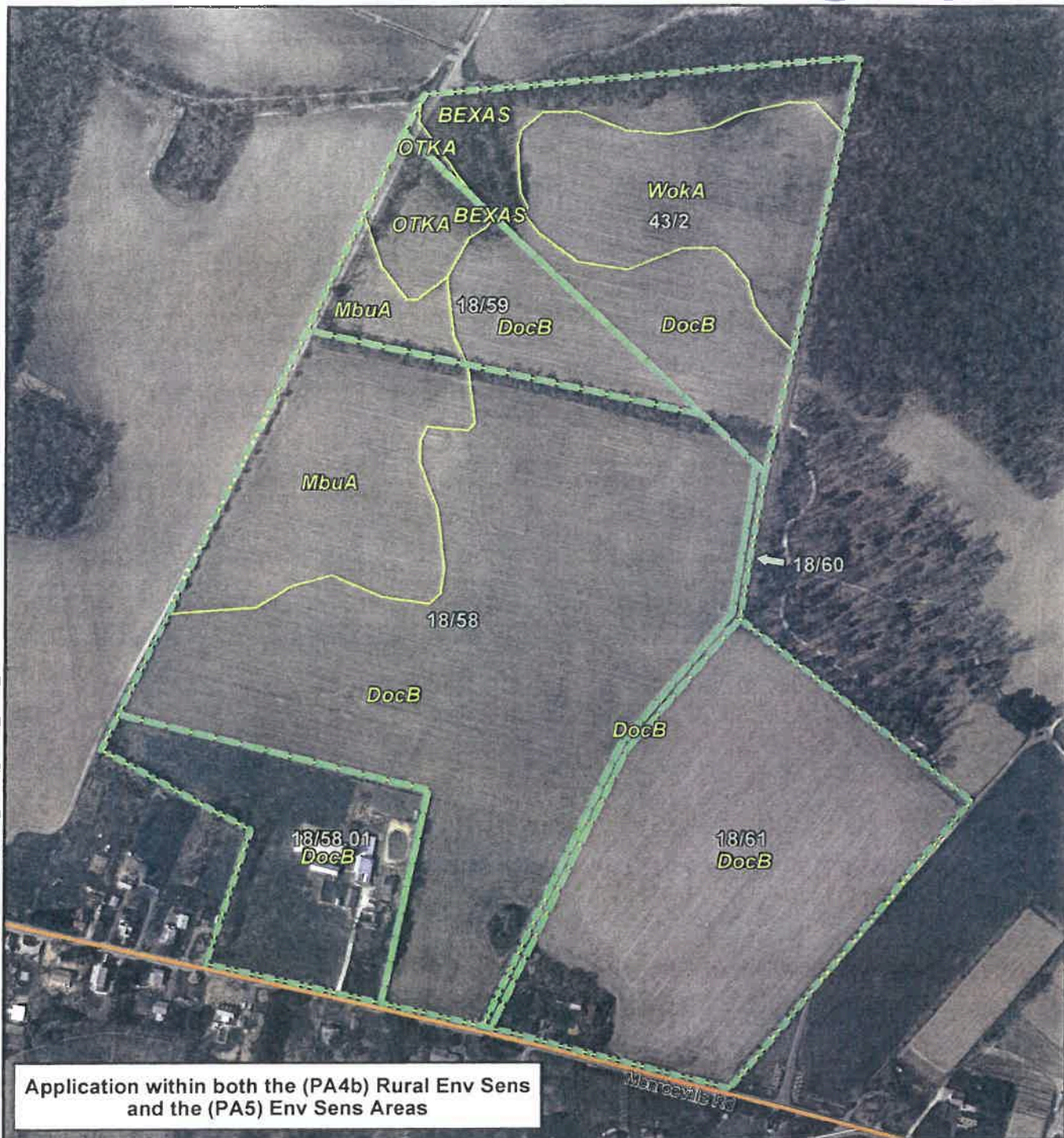
  
Susan E. Payne, Executive Director  
State Agriculture Development Committee

**VOTE WAS RECORDED AS FOLLOWS:**

Douglas H. Fisher, Chairperson	ABSENT
Renee Jones (rep. DEP Commissioner McCabe)	YES
Thomas Stanuikynas (rep. DCA Commissioner Oliver)	ABSENT
Ralph Siegel (rep. State Treasurer Muoio)	YES
Jane Brodhecker	YES
Alan Danser, Vice Chairman	YES
Scott Ellis	YES
Denis C. Germano, Esq.	ABSENT
Peter Johnson	YES
Brian Schilling (rep. Executive Dean Goodman)	YES
James Waltman	YES

S:\DIRECT EASEMENT PURCHASE\All Counties\SALEM\Koval, Louanne B. & Dare, David Bruce\Koval, Louanne & Dare, David Bruce final approval resolution.doc

X:\counties\salco\projects\Koval\_Louanne\_B\_and\_David\_Bruce\_Dare\_sol.mxd



Application within both the (PA4b) Rural Env Sens and the (PA5) Env Sens Areas

## FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Koval, Louanne B. and David Bruce Dare  
Salem Co., Upper Pittsgrove Twp. - Block 18 Lots 58 (41.3 ac); 58.01 (8.2 ac);  
59 (7.5 ac); 60 (0.9 ac) & 61 (21.0 ac)  
Gloucester Co., Elk Twp. - Block 43 Lot 2 (17.3 ac)  
Gross Total = 96.2 ac

	Property In Question
	EN - (Non-Severable) Exception
	ES - (Severable) Exception
	Soils Boundaries
	Primary - Limited Access
	Federal or State Hwys
	County Roads
	Municipal/Local Roads



**DISCLAIMER:** Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The configuration and geo-referenced location of parcel polygons in this data layer are approximate and were developed primarily for planning purposes. The geospatial accuracy and precision of the GIS data contained in this file and map shall not be, nor are intended to be, relied upon in matters requiring delineation and location of true ground horizontal and/or vertical controls as would be obtained by an actual ground survey conducted by a licensed Professional Land Surveyor

Sources:  
NRCS - SSURGO 2016 Soil Data  
Green Acres Conservation Easement Data  
NJDOT Road Data  
NJOT/OGIS 2015 Digital Aerial Image

October 4, 2017

# Preserved Farms and Active Applications Within Two Miles

X:\counties\st\alco\projects\Koval\_Louanne\_B\_and\_David\_Bruce\_Dare\_2mile.mxd



Application within both the (PA4b) Rural Env Sens and the (PA5) Env Sens Areas

## FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Koval, Louanne B. and David Bruce Dare  
 Salem Co., Upper Pittsgrove Twp. - Block 18 Lots 58 (41.3 ac); 58.01 (8.2 ac);  
 59 (7.5 ac); 60 (0.9 ac) & 61 (21.0 ac)  
 Gloucester Co., Elk Twp. - Block 43 Lot 2 (17.3 ac)  
 Gross Total = 96.2 ac



	Property In Question
	EN - (Non-Severable) Exception
	ES - (Severable) Exception
	Preserved Easements
	Transfer Development Rights (TDR)
	Preserved: Highlands, Pinelands and Municipal
	Active Applications
	County Boundaries
	Municipal Boundaries
	Municipal, County and Non-Profit Preserved Open Space, State Owned Conservation Easements, & State Owned O/S & Recreation Easements

Sources:  
 NJ Farmland Preservation Program  
 Green Acres Conservation Easement Data  
 NJGIT/OGIS 2015 Digital Aerial Image

**NOTE:**  
 The parcel location and boundaries shown on this map are approximate and should not be construed to be a land survey as defined by the New Jersey Board of Professional Engineers and Land Surveyors

Koval

State Agriculture Development Committee  
SADC Final Review: Development Easement Purchase

Koval, Louanne B. & Dare, David Bruce  
Easement Purchase - SADC  
96 Acres

Block 18	Lot 58	Upper Pittsgrove Twp. Salem County
Block 18	Lot 58.01	Upper Pittsgrove Twp. Salem County
Block 18	Lot 59	Upper Pittsgrove Twp. Salem County
Block 18	Lot 60	Upper Pittsgrove Twp. Salem County
Block 18	Lot 61	Upper Pittsgrove Twp. Salem County
Block 43	Lot 2	Elk Twp. Gloucester County

<b>SOILS:</b>	Prime	20% *	.15	=	3.00
	Statewide	76% *	.1	=	7.60
	Unique zero	4% *	0	=	.00
					<b>SOIL SCORE: 10.60</b>

<b>TILLABLE SOILS:</b>	Cropland Harvested	90% *	.15	=	13.50
	Other	2% *	0	=	.00
	Wetlands	3% *	0	=	.00
	Woodlands	5% *	0	=	.00
					<b>TILLABLE SOILS SCORE: 13.50</b>

<b>FARM USE:</b>	General-Primary Crops	91 acres	
	Sheep & Goats	acres	goats
	Poultry & Eggs	acres	chickens and ducks

**This final approval is subject to the following:**

1. Available funding.
2. The allocation of 0 Residual Dwelling Site Opportunity(ties) on the Premises subject to confirmation of acreage by survey.
3. Compliance with all applicable statutes, rules and policies.
4. Other:
  - a. Pre-existing Nonagricultural Use: No Nonagricultural Uses
  - b. Exceptions: No Exceptions Requested
  - c. Additional Restrictions: No Additional Restrictions
  - d. Additional Conditions: No Additional Conditions
  - e. Dwelling Units on Premises:  
Standard Single Family - Two (2)
  - f. Agricultural Labor Housing Units on Premises: No Ag Labor Housing
5. Review and approval by the Office of the Attorney General for compliance with legal requirements.



STATE AGRICULTURE DEVELOPMENT COMMITTEE

RESOLUTION #FY2018R6(8)

Final Review and Approval  
SADC Easement Purchase

On the Property of  
Kingsway Farm Equities, LLC ("Owner")

June 28, 2018

Subject Property: Kingsway Farm Equities, LLC ("Owner")  
Block 4, Lot 10; Block 5 Lots 2 & 3  
Mannington Township, Salem County  
SADC ID#:17-0325-DE  
Approximately 224 Net Easement Acres

WHEREAS, on September 7, 2017, the State Agriculture Development Committee ("SADC") received a development easement sale application from Kingsway Farm Equities, LLC, hereinafter "Owners," identified as Block 4, Lot 10 and Block 5 Lots 2 & 3 Mannington Township, Salem County, hereinafter "the Property," totaling approximately 227 Gross Acres, identified in (Schedule A); and

WHEREAS, the SADC is authorized under the Garden State Preservation Trust Act, pursuant to N.J.S.A. 13:8C-1 et seq., to purchase development easements directly from landowners; and

WHEREAS, the Property includes one (1), approximately 1-acre non-severable exception area for and limited to one (1) single family residential unit and one (1) approximately 2-acre non-severable exception area for and limited to one (1) single family residential unit, resulting in approximately 224 net acres to be preserved; and

WHEREAS, the portion of the Property to be preserved outside of the exception area includes zero (0) single family residential units, zero (0) agricultural labor units, and no pre-existing non-agricultural uses; and

WHEREAS, staff evaluated this application for the sale of development easement pursuant to SADC Policy P-14-E, Prioritization criteria, N.J.A.C. 2:76-6.16 and the State Acquisition Selection Criteria approved by the SADC on July 25, 2013, which categorized applications into "Priority", "Alternate" and "Other" groups; and

WHEREAS, SADC staff determined that the Property meets the SADC's "Priority" category for Salem County (minimum acreage of 92 and minimum quality score of 61 because it is approximately 224 net easement acres and has a quality score of 79.19); and

WHEREAS, at the time of application, the Property was devoted to soybeans, lima beans, and wheat production; and

WHEREAS, the Owners have read and signed SADC Guidance Documents regarding Exceptions, Division of the Premises, Division of the Premises for Non-contiguous Parcels and Non-agricultural uses; and

WHEREAS, on May 24, 2018, the SADC certified the development easement value at \$4,750 per acre based on current zoning and environmental conditions as of February 21, 2018; and

WHEREAS, the Owners accepted the SADC's offer to purchase the development easement for \$4,750 per acre; and

WHEREAS, to proceed with the SADC's purchase of the development easement it is recognized that various professional services will be necessary including but not limited to contracts, survey, title search and insurance and closing documents; and

WHEREAS, contracts and closing documents for the acquisition of the development easement will be prepared and shall be subject to review by the Office of the Attorney General;

NOW THEREFORE BE IT RESOLVED that the SADC grants final approval for its acquisition of the development easement at a value of \$4,750 per acre for a total of approximately \$1,064,000 subject to the conditions contained in (Schedule B); and

BE IT FURTHER RESOLVED, the Property one (1), approximately 1-acre non-severable exception area for and limited to one (1) single family residential unit and one (1) approximately 2-acre non-severable exception area for and limited to one (1) single family residential unit, resulting in approximately 224 net acres to be preserved; and

BE IT FURTHER RESOLVED, the portion of the Property to be preserved outside of the exception area includes zero (0) single family residential units, zero (0) agricultural labor units, and no pre-existing non-agricultural uses; and

BE IT FURTHER RESOLVED, that the SADC's purchase price of a development easement on the approved application shall be based on the final surveyed acreage of the area of the Property to be preserved outside of any exception areas, adjusted for proposed road rights-of-way, other rights-of-way or easements as determined by the SADC, streams or water bodies on the boundaries as identified in Policy P-3-C and for residual dwelling site opportunities allocated pursuant to Policy P-19-A; and

BE IT FURTHER RESOLVED, that contracts and closing documents shall be prepared subject to review by the Office of the Attorney General; and

BE IT FURTHER RESOLVED, the SADC authorizes Secretary of Agriculture Douglas H. Fisher, Chairperson, SADC or Executive Director Susan E. Payne, to execute an Agreement to Sell Development Easement and all necessary documents to contract for the professional services necessary to acquire said development easement, including but not limited to a survey and title search and to execute all necessary documents required to acquire the development easement; and

BE IT FURTHER RESOLVED, that this approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey; and

BE IT FURTHER RESOLVED, that this action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

6/28/18  
Date



Susan E. Payne, Executive Director  
State Agriculture Development Committee

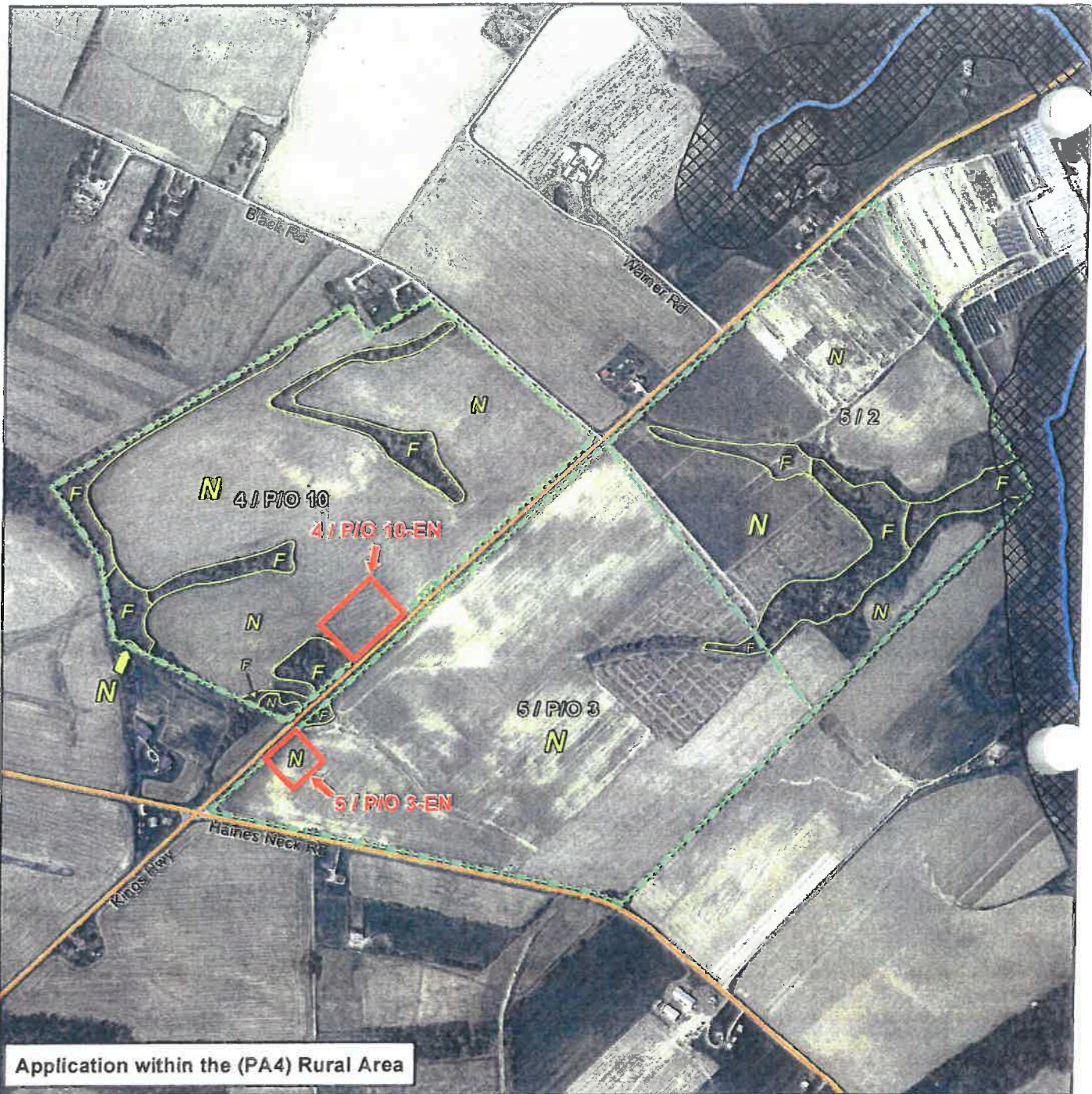
**VOTE WAS RECORDED AS FOLLOWS:**

Douglas H. Fisher, Chairperson	ABSENT
Renee Jones (rep. DEP Commissioner McCabe)	YES
Thomas Stanuikynas (rep. DCA Commissioner Oliver)	ABSENT
Ralph Siegel (rep. State Treasurer Muoio)	YES
Jane Brodhecker	YES
Alan Danser, Vice Chairman	YES
Scott Ellis	YES
Denis C. Germano, Esq.	ABSENT
Peter Johnson	YES
Brian Schilling (rep. Executive Dean Goodman)	YES
James Waltman	YES

# Wetlands and C-1 Streams

Scheele

X:\counties\salem\projects\Kingsway\_Farm\_Equities\_(Clymer)\_FMMI.mxd



Application within the (PA4) Rural Area

## FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Kingsway Farm Equities (Clymer)  
 Block 4 P/O Lot 10 (73.4 ac) & P/O Lot 10-EN (non-severable exception - 2.0 ac)  
 Block 5 Lot 2 (63.4 ac), P/O Lot 3 (83.2 ac)  
 & P/O Lot 3-EN (non-severable exception - 1.0 ac)  
 Gross Total = 227.0 ac  
 Mannington Twp. Salem County



Sources:  
 NJ Farmland Preservation Program  
 Green Acres Conservation Easement Data  
 NJDEP Wetlands Data  
 NJOT/OGIS 2015 Digital Aerial Image

- Property In Question
- EN - (Non-Severable) Exception
- ES - (Severable) Exception
- Wetlands Boundaries
- C-1 Stream 300ft Buffers
- C-1 Streams
- Primary - Limited Access
- Federal or State Hwys
- County Roads
- Municipal/Local Roads

Wetlands Legend:  
 F - Freshwater Wetlands  
 L - Linear Wetlands  
 M - Wetlands Modified for Agriculture  
 T - Tidal Wetlands  
 N - Non-Wetlands  
 B - 300' Buffer  
 W - Water

DISCLAIMER: Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The configuration and geo-referenced location of parcel polygons in this data layer are approximate and were developed primarily for planning purposes. The geocentric accuracy and precision of the GIS data contained in this file and map shall not be, nor are intended to be, relied upon in matters requiring delineation and location of true ground horizontal and/or vertical controls as would be obtained by an actual ground survey conducted by a licensed Professional Land Surveyor

# Preserved Farms and Active Applications Within Two Miles



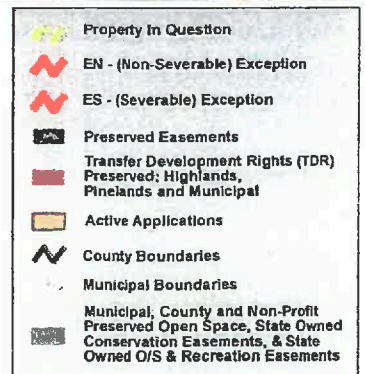
X:\counties\saico\projects\Kingsway\_Farm\_Equities\_(Clymer)\_2mile.mxd

Application within the (PA4) Rural Area

## FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Kingsway Farm Equities (Clymer)  
 Block 4 P/O Lot 10 (73.4 ac) & P/O Lot 10-EN (non-severable exception - 2.0 ac)  
 Block 5 Lot 2 (63.4 ac), P/O Lot 3 (83.2 ac)  
 & P/O Lot 3-EN (non-severable exception - 1.0 ac)  
 Gross Total = 227.0 ac  
 Mannington Twp. Salem County

2,500 1,250 0 2,500 5,000 7,500 Feet



**NOTE:**  
 The parcel location and boundaries shown on this map are approximate and should not be construed to be a land survey as defined by the New Jersey Board of Professional Engineers and Land Surveyors

Sources:  
 NJ Farmland Preservation Program  
 Green Acres Conservation Easement Data  
 NJGIT/OGIS 2015 Digital Aerial Image

October 16, 2017

Schedule B

State Agriculture Development Committee  
SADC Final Review: Development Easement Purchase

Kingsway Farm Equities LLC  
Easement Purchase - SADC  
220 Acres

Block 4            Lot 10            Mannington Twp.            Salem County  
Block 5            Lot 2            Mannington Twp.            Salem County  
Block 5            Lot 3            Mannington Twp.            Salem County

**SOILS:**

Other	10% *	0	=	.00
Prime	77% *	.15	=	11.55
Statewide	13% *	.1	=	1.30

**SOIL SCORE: 12.85**

**TILLABLE SOILS:**

Cropland Harvested	86% *	.15	=	12.90
Wetlands	10% *	0	=	.00
Woodlands	4% *	0	=	.00

**TILLABLE SOILS SCORE: 12.90**

**FARM USE:**

Soybeans-Cash Grain	182 acres	
Wheat-Cash Grain	10 acres	
Horticulture Specialties	13 acres	bedding plants
Vegetable & Melons	13 acres	lima beans

**This final approval is subject to the following:**

1. Available funding.
2. The allocation of 0 Residual Dwelling Site Opportunity(ties) on the Premises subject to confirmation of acreage by survey.
3. Compliance with all applicable statutes, rules and policies.
4. Other:
  - a. Pre-existing Nonagricultural Use: No Nonagricultural Uses
  - b. Exceptions:
    - 1st two (2) acres for Future Dwelling  
Exception is not to be severable from Premises  
Exception is to be limited to zero existing single family residential unit(s) and one future single family residential unit(s)
    - 2nd one (1) acres for Future Dwelling  
Exception is not to be severable from Premises  
Exception is to be limited to zero existing single family residential unit(s) and one future single family residential unit(s)
  - c. Additional Restrictions: No Additional Restrictions
  - d. Additional Conditions: No Additional Conditions
  - e. Dwelling Units on Premises: No Dwelling Units
  - f. Agricultural Labor Housing Units on Premises: No Ag Labor Housing
5. Review and approval by the Office of the Attorney General for compliance with legal requirements.

STATE AGRICULTURE DEVELOPMENT COMMITTEE

RESOLUTION #FY2018R6(9)

Final Review and Approval  
SADC Easement Purchase

On the Property of  
Melchert, Richard H. ("Owner")

June 28, 2018

Subject Property: Melchert, Richard H. ("Owner")  
Block 40, Lot 2  
Alloway Township, Salem County  
Block 69, Lots 9 & 9.02  
Upper Pittsgrove Township, Salem County  
SADC ID#:17-0315-DE  
Approximately 156.9 Net Easement Acres

WHEREAS, on May 18, 2017, the State Agriculture Development Committee ("SADC") received a development easement sale application from Richard H. Melchert, hereinafter "Owner," identified as Block 40, Lot 2, Alloway Township, Salem County, and Block 69, Lots 9 & 9.02, Upper Pittsgrove Township, Salem County hereinafter "the Property," totaling approximately 156.9 Gross Acres, identified in (Schedule A); and

WHEREAS, the SADC is authorized under the Garden State Preservation Trust Act, pursuant to N.J.S.A. 13:8C-1 et seq., to purchase development easements directly from landowners; and

WHEREAS, the Property has been allocated one (1) Residual Dwelling Site Opportunity (RDSO), zero (0) single family residences, zero (0) agricultural labor units, and no pre-existing non-agricultural uses; and

WHEREAS, staff evaluated this application for the sale of development easement pursuant to SADC Policy P-14-E, Prioritization criteria, N.J.A.C. 2:76-6.16 and the State Acquisition Selection Criteria approved by the SADC on July 25, 2013, which categorized applications into "Priority", "Alternate" and "Other" groups; and

WHEREAS, SADC staff determined that the Property meets the SADC's "Priority" category for Salem County (minimum acreage of 92 and minimum quality score of 61) because it is approximately 156.9 net easement acres and has a quality score of 75.78; and

WHEREAS, at the time of application, the Property was devoted to vegetables and grain production; and

WHEREAS, the Owner has read and signed SADC Guidance Documents regarding Exceptions, Division of the Premises and Non-agricultural uses; and

WHEREAS, on May 24, 2018, the SADC certified the development easement value at \$5,900 per acre based on current zoning and environmental conditions as of February 2, 2018; and

WHEREAS, the Owners accepted the SADC's offer to purchase the development easement for \$5,900 per acre; and

WHEREAS, to proceed with the SADC's purchase of the development easement it is recognized that various professional services will be necessary including but not limited to contracts, survey, title search and insurance and closing documents; and

WHEREAS, contracts and closing documents for the acquisition of the development easement will be prepared and shall be subject to review by the Office of the Attorney General;

NOW THEREFORE BE IT RESOLVED that the SADC grants final approval for its acquisition of the development easement at a value of \$5,900 per acre for a total of approximately \$925,710 subject to the conditions contained in (Schedule B); and

BE IT FURTHER RESOLVED, the Property has been allocated one (1) Residual Dwelling Site Opportunity (RDSO), zero (0) single family residences, zero (0) agricultural labor units, and no pre-existing non-agricultural uses; and

BE IT FURTHER RESOLVED, that the SADC's purchase price of a development easement on the approved application shall be based on the final surveyed acreage of the area of the Property to be preserved outside of any exception areas, adjusted for proposed road rights-of-way, other rights-of-way or easements as determined by the SADC, streams or water bodies on the boundaries as identified in Policy P-3-C and for residual dwelling site opportunities allocated pursuant to Policy P-19-A; and

BE IT FURTHER RESOLVED, that contracts and closing documents shall be prepared subject to review by the Office of the Attorney General; and

BE IT FURTHER RESOLVED, the SADC authorizes Secretary of Agriculture Douglas H. Fisher, Chairperson, SADC or Executive Director Susan E. Payne, to execute an Agreement to Sell Development Easement and all necessary documents to contract for the professional services necessary to acquire said development easement, including but not limited to a survey and title search and to execute all necessary documents required to acquire the development easement; and

BE IT FURTHER RESOLVED, that this approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey; and

BE IT FURTHER RESOLVED, that this action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

6/28/18

Date



Susan E. Payne, Executive Director  
State Agriculture Development Committee

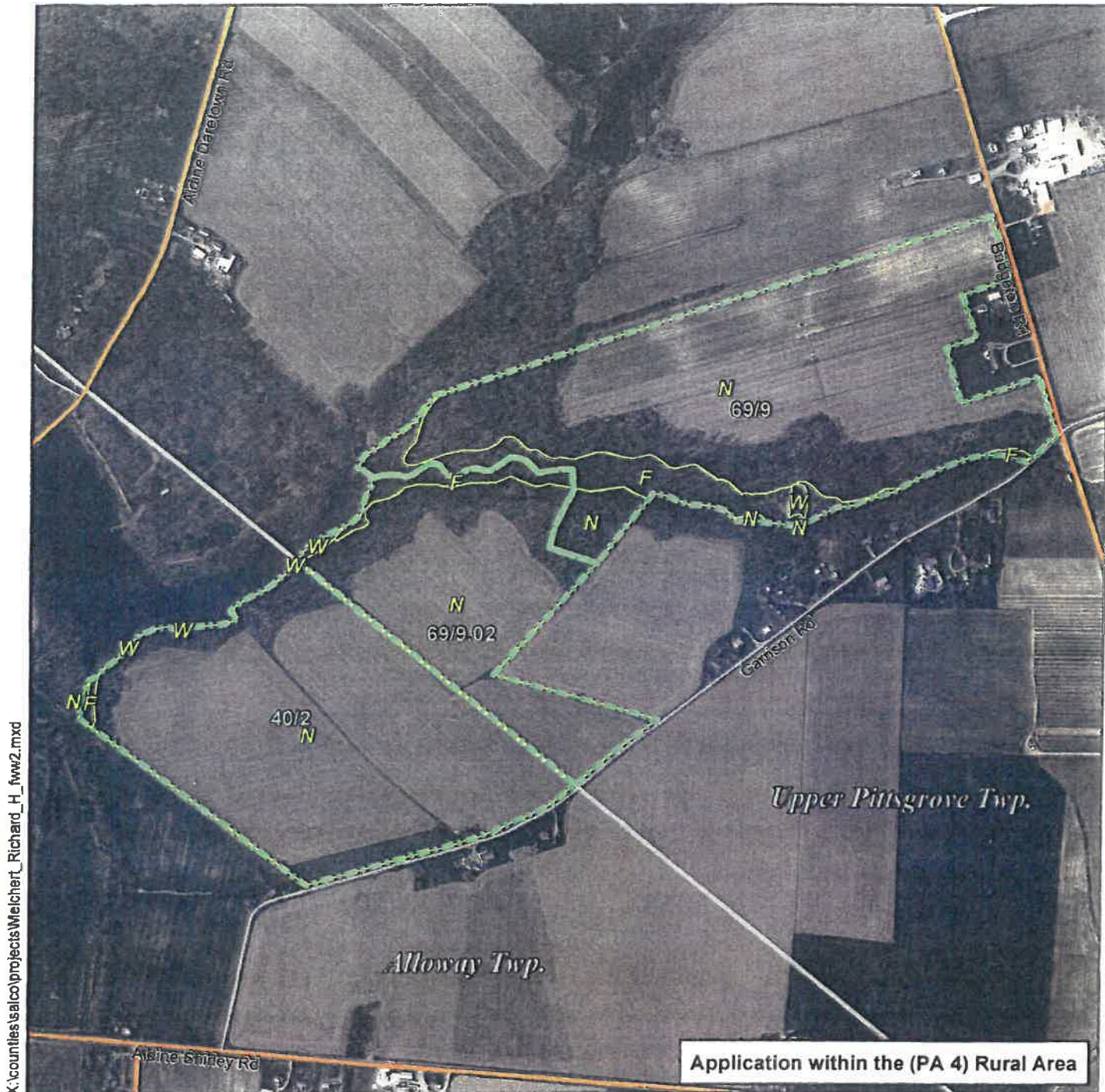


**VOTE WAS RECORDED AS FOLLOWS:**

Douglas H. Fisher, Chairperson	ABSENT
Renee Jones (rep. DEP Commissioner McCabe)	YES
Thomas Stanuikynas (rep. DCA Commissioner Oliver)	ABSENT
Ralph Siegel (rep. State Treasurer Muoio)	YES
Jane Brodhecker	YES
Alan Danser, Vice Chairman	YES
Scott Ellis	YES
Denis C. Germano, Esq.	ABSENT
Peter Johnson	YES
Brian Schilling (rep. Executive Dean Goodman)	YES
James Waltman	YES

# Wetlands and C-1 Streams

Schedule A



X:\counties\sai\co\projects\Melchert\_Richard\_H\_fwv2.mxd

## FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Melchert, Richard H.  
 Alloway Twp. - Block 40 Lot 2 (54.4 ac);  
 Upper Pittsgrove Twp.- Block 69 Lots 9 (70.8 ac)  
 & 9.02 (31.8 ac)  
 Gross Total = 156.9 ac  
 Salem County



Sources:  
 NJ Farmland Preservation Program  
 Green Acres Conservation Easement Data  
 NJDEP Wetlands Data  
 NJDOT/OGIS 2015 Digital Aerial Image

Application within the (PA 4) Rural Area

- Property In Question
- EN - (Non-Severable) Exception
- ES - (Severable) Exception
- Wetlands Boundaries
- C-1 Streams
- Primary - Limited Access
- Federal or State Hwys
- County Roads
- Municipal/Local Roads



Wetlands Legend:  
 F - Freshwater Wetlands  
 L - Linear Wetlands  
 M - Wetlands Modified for Agriculture  
 T - Tidal Wetlands  
 N - Non-Wetlands  
 B - 300' Buffer  
 W - Water

**DISCLAIMER:** Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The configuration and geo-referenced location of parcel polygons in this data layer are approximate and were developed primarily for planning purposes. The geodetic accuracy and precision of the GIS data contained in this file and map shall not be, nor are intended to be, relied upon in matters requiring delineation and location of true ground horizontal and/or vertical controls as would be obtained by an actual ground survey conducted by a licensed Professional Land Surveyor

# Preserved Farms and Active Applications Within Two Miles



X:\counties\salco\projects\Melchert\_Richard\_H\_2mile2.mxd

Application within the (PA 4) Rural Area

## FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Melchert, Richard H.  
 Alloway Twp. - Block 40 Lot 2 (54.4 ac);  
 Upper Pittsgrove Twp.- Block 69 Lots 9 (70.8 ac)  
 & 9.02 (31.8 ac)  
 Gross Total = 156.9 ac  
 Salem County



	Property in Question
	EN - (Non-Severable) Exception
	ES - (Severable) Exception
	Preserved Easements
	Active Applications
	Preserved With Federal Funds
	County Boundaries
	Municipal Boundaries
	Municipal, County and Non-Profif Preserved Open Space, State Own Conservation Easements, & State Owned O/S & Recreation Easements



NOTE:  
 The parcel location and boundaries shown on this map are approximate and should not be construed to be a land survey as defined by the New Jersey Board of Professional Engineers and Land Surveyors

State Agriculture Development Committee  
SADC Final Review: Development Easement Purchase

Melchert, Richard H.  
Easement Purchase - SADC  
157 Acres

Block 40	Lot 2	Alloway Twp.	Salem County
Block 69	Lot 9	Upper Pittsgrove Twp.	Salem County
Block 69	Lot 9.02	Upper Pittsgrove Twp.	Salem County

<b>SOILS:</b>	Other	10% * 0	=	.00
	Prime	90% * .15	=	13.50
				<b>SOIL SCORE: 13.50</b>
<b>TILLABLE SOILS:</b>	Cropland Harvested	70% * .15	=	10.50
	Wetlands	7% * 0	=	.00
	Woodlands	23% * 0	=	.00
				<b>TILLABLE SOILS SCORE: 10.50</b>

**FARM USE:**

**This final approval is subject to the following:**

1. Available funding.
2. The allocation of 1 Residual Dwelling Site Opportunity(ties) on the Premises subject to confirmation of acreage by survey.
3. Compliance with all applicable statutes, rules and policies.
4. Other:
  - a. Pre-existing Nonagricultural Use: No Nonagricultural Uses
  - b. Exceptions: No Exceptions Requested
  - c. Additional Restrictions: No Additional Restrictions
  - d. Additional Conditions: No Additional Conditions
  - e. Dwelling Units on Premises: No Dwelling Units
  - f. Agricultural Labor Housing Units on Premises: No Ag Labor Housing
5. Review and approval by the Office of the Attorney General for compliance with legal requirements.

STATE AGRICULTURE DEVELOPMENT COMMITTEE

RESOLUTION #FY2018R6(10)

Final Review and Approval  
SADC Easement Purchase

On the Property of  
Ronald and Kathleen Perrine ("Owners")

JUNE 28, 2018

Subject Property: Ronald and Kathleen Perrine  
Block 5, Lot 1,  
Alexandria Township, Hunterdon County  
SADC ID# 10-0255-DE  
Approximately 85.6 Net Easement Acres

WHEREAS, on August 30, 2017, the State Agriculture Development Committee ("SADC") received a development easement sale application from Ronald and Kathleen Perrine, hereinafter "Owners," identified as Block 5, Lot 1, Alexandria Township, Hunterdon County, hereinafter "the Property," totaling approximately 93.6 Gross Acres, identified in (Schedule A); and

WHEREAS, the Property is in the Highlands Planning Area; and

WHEREAS, the SADC is authorized under the Garden State Preservation Trust Act, pursuant to N.J.S.A. 13:8C-1 et seq., to purchase development easements directly from landowners; and

WHEREAS, the Property includes one (1), approximate 8-acre non-severable exception area for and limited to two (2) existing single family residential units, resulting in approximately 85.6 net acres to be preserved; and

WHEREAS, the portion of the Property to be preserved outside of the exception area includes zero (0) single family residential units, zero (0) agricultural labor units, and no pre-existing non-agricultural uses; and

WHEREAS, staff evaluated this application for the sale of development easement pursuant to SADC Policy P-14-E, Prioritization criteria, N.J.A.C. 2:76-6.16 and the State Acquisition Selection Criteria approved by the SADC on July 27, 2017, which categorized applications into "Priority", "Alternate" and "Other" groups; and

WHEREAS, SADC staff determined that the Property meets the SADC's "Priority" category for Hunterdon County (minimum acreage of 49 and minimum quality score of 60 because it is approximately 85.6 net easement acres and has a quality score of 72.43; and

WHEREAS, at the time of application, the Property was devoted to hay, beef cattle and other agricultural livestock production; and

WHEREAS, the Owners have read and signed SADC Guidance Documents regarding Exceptions, Division of the Premises and Non-agricultural uses; and

WHEREAS, on May 24, 2018, the SADC certified the development easement value of the Property at \$6,150 per acre based on January 1, 2004 zoning and environmental conditions and \$5,150 per acre based on current zoning and environmental conditions as of February 2018; and

WHEREAS, the Owners accepted the SADC's offer to purchase the development easement for \$6,150 per acre; and

WHEREAS, to proceed with the SADC's purchase of the development easement it is recognized that various professional services will be necessary including but not limited to contracts, survey, title search and insurance and closing documents; and

WHEREAS, contracts and closing documents for the acquisition of the development easement will be prepared and shall be subject to review by the Office of the Attorney General;

NOW THEREFORE BE IT RESOLVED that the SADC grants final approval for its acquisition of the development easement at a value of \$6,150 per acre for a total of approximately \$526,400 subject to the conditions contained in (Schedule B); and

BE IT FURTHER RESOLVED, the Property includes one (1), approximate 8-acre non-severable exception area limited to two (2) existing single family residential units; and

BE IT FURTHER RESOLVED, the portion of the Property to be preserved outside of the exception area includes zero (0) single family residential units, zero (0) agricultural labor units, and no pre-existing non-agricultural uses; and

BE IT FURTHER RESOLVED, that the SADC's purchase price of a development easement on the approved application shall be based on the final surveyed acreage of the area of the Property to be preserved outside of any exception areas, adjusted for proposed road rights-of-way, other rights-of-way or easements as determined by the SADC, streams or water bodies on the boundaries as identified in Policy P-3-C; and


BE IT FURTHER RESOLVED, that contracts and closing documents shall be prepared subject to review by the Office of the Attorney General; and

BE IT FURTHER RESOLVED, the SADC authorizes Secretary of Agriculture Douglas H. Fisher, Chairperson, SADC or Executive Director Susan E. Payne, to execute an Agreement to Sell Development Easement and all necessary documents to contract for the professional services necessary to acquire said development easement, including but not limited to a survey and title search and to execute all necessary documents required to acquire the development easement; and

BE IT FURTHER RESOLVED, that this approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey; and

BE IT FURTHER RESOLVED, that this action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

6/28/2018  
Date

  
Susan E. Payne, Executive Director  
State Agriculture Development Committee

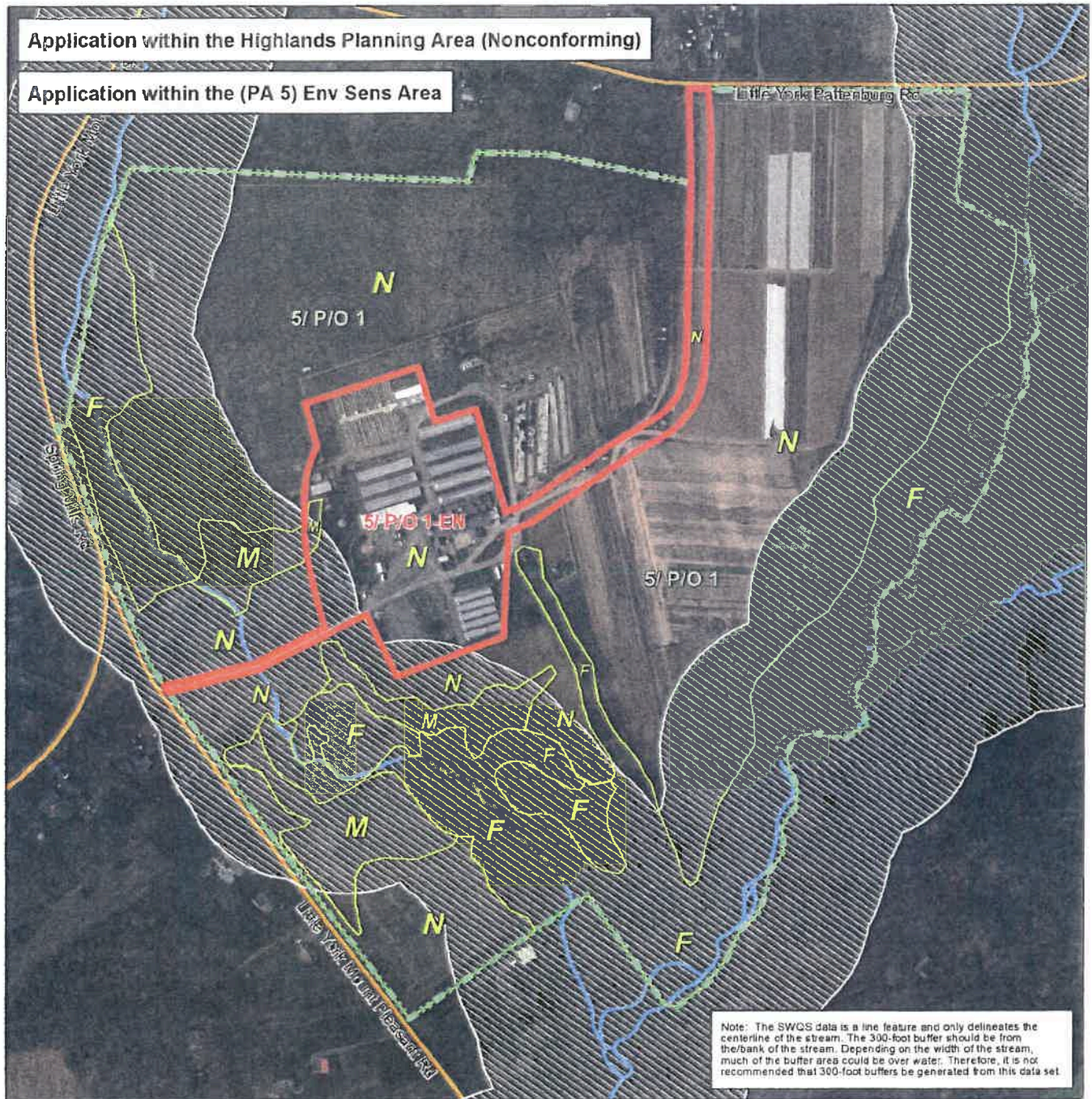
**VOTE WAS RECORDED AS FOLLOWS:**

Douglas H. Fisher, Chairperson	ABSENT
Renee Jones (rep. DEP Commissioner McCabe)	YES
Thomas Stanuikynas (rep. DCA Commissioner Oliver)	ABSENT
Ralph Siegel (rep. State Treasurer Muoio)	YES
Jane Brodhecker	YES
Alan Danser, Vice Chairman	YES
Scott Ellis	YES
Denis C. Germano, Esq.	ABSENT
Peter Johnson	YES
Brian Schilling (rep. Executive Dean Goodman)	YES
James Waltman	YES

# Wetlands and C-1 Streams

Application within the Highlands Planning Area (Nonconforming)

Application within the (PA 5) Env Sens Area



X:\counties\huncoprojects\Perrine, Ronald & Kathleen fww2.mxd

## FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

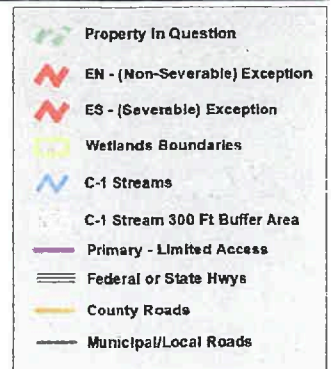
Perrine, Ronald and Kathleen  
Block 5 Lots P/O 1 (55.4 & 30.2 ac);  
& P/O 1-EN (non-severable exception - 8.0 ac)  
Gross Total = 93.6 ac  
Alexandria Twp., Hunterdon County



Sources:  
NJ Farmland Preservation Program  
Green Acres Conservation Easement Data  
NJDEP Wetlands Data  
NJOTISGIS 2015 Digital Aerial Image

**DISCLAIMER:** Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The configuration and geo-referenced location of parcel polygons in this data layer are approximate and were developed primarily for planning purposes. The geodetic accuracy and precision of the GIS data contained in this file and map shall not be, nor are intended to be, relied upon in matters requiring delineation and location of true ground horizontal and/or vertical controls as would be obtained by an actual ground survey conducted by a licensed Professional Land Surveyor.

Note: The SWQS data is a line feature and only delineates the centerline of the stream. The 300-foot buffer should be from the bank of the stream. Depending on the width of the stream, much of the buffer area could be over water. Therefore, it is not recommended that 300-foot buffers be generated from this data set.



**Wetlands Legend:**  
F - Freshwater Wetlands  
L - Linear Wetlands  
M - Wetlands Modified for Agriculture  
T - Tidal Wetlands  
N - Non-Wetlands  
B - 300' Buffer  
W - Water



# Preserved Farms and Active Applications Within Two Miles

Application within the Highlands Planning Area (Nonconforming)

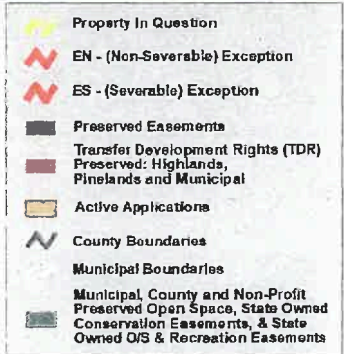
Application within the (PA 5) Env Sens Area

X:\counties\unco\projects\Perrine\_Ronald\_&\_Kathleen\_2mile.mxd



## FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Perrine, Ronald and Kathleen  
Block 5 Lots P/O 1 (55.4 & 30.2 ac);  
& P/O 1-EN (non-severable exception - 8.0 ac)  
Gross Total = 93.6 ac  
Alexandria Twp., Hunterdon County



**NOTE:**  
The parcel location and boundaries shown on this map are approximate and should not be construed to be a land survey as defined by the New Jersey Board of Professional Engineers and Land Surveyors

Sources:  
NJ Farmland Preservation Program  
Green Acres Conservation Easement Data  
NJOT/OGIS 2015 Digital Aerial Image

October 27 2017

State Agriculture Development Committee  
SADC Final Review: Development Easement Purchase

Perrine, Ronald & Kathleen  
Easement Purchase - SADC  
86 Acres

Block 5	Lot 1	Alexandria Twp.	Hunterdon County	
<b>SOILS:</b>		Other	16% * 0	= .00
		Prime	74% * .15	= 11.10
		Statewide	10% * .1	= 1.00
				<b>SOIL SCORE: 12.10</b>
<b>TILLABLE SOILS:</b>		Cropland Harvested	75% * .15	= 11.25
		Permanent Pasture	25% * .02	= .50
				<b>TILLABLE SOILS SCORE: 11.75</b>
<b>FARM USE:</b>	Hay		33 acres	
	Other		36 acres	Permanent Pasture
	Beef Cattle Feedlots		3 acres	
	Agriculture Production Livestock		88 acres	Chickens and sheep
	Horse & Other Equine		1 acres	

**This final approval is subject to the following:**

1. Available funding.
2. The allocation of 0 Residual Dwelling Site Opportunity(ties) on the Premises subject to confirmation of acreage by survey.
3. Compliance with all applicable statutes, rules and policies.
4. Other:
  - a. Pre-existing Nonagricultural Use: No Nonagricultural Uses
  - b. Exceptions:
    - 1st eight (8) acres for Two existing dwellings, access and future flexibility
    - Exception is not to be severable from Premises
    - Right to Farm language is to be included in Deed of Easement
    - Exception is to be limited to two existing single family residential unit(s)
  - c. Additional Restrictions: No Additional Restrictions
  - d. Additional Conditions: No Additional Conditions
  - e. Dwelling Units on Premises: No Dwelling Units
  - f. Agricultural Labor Housing Units on Premises: No Ag Labor Housing
5. Review and approval by the Office of the Attorney General for compliance with legal requirements.

**STATE AGRICULTURE DEVELOPMENT COMMITTEE**  
**RESOLUTION FY2018R6(11)**  
**FINAL REVIEW AND APPROVAL OF A NONPROFIT GRANT TO**  
**MONMOUTH CONSERVATION FOUNDATION**  
**for the**  
**PURCHASE OF A DEVELOPMENT EASEMENT**  
**On the Property of**  
**De Groot, Robin, et als (MCF)**  
**2018 Non-Profit Round - SADC #13-0016-NP**  
**JUNE 28, 2018**

WHEREAS, on March 29, 2017 the State Agriculture Development Committee ("SADC"), received a non-profit cost share grant application from the Monmouth Conservation Foundation (MCF) for the De Groot farm identified as Block 7.30, Lot 4, Colts Neck Township, Monmouth County, totaling approximately 42 gross acres hereinafter referred to as "Property" (Schedule A); and

WHEREAS, the Property is located in Monmouth County's Colts Neck, Marlboro, Holmdel Project Area; and

WHEREAS, the Property has zero (0) exceptions, zero (0) housing opportunities, zero (0) agricultural labor units and no pre-existing non-agricultural uses; and

WHEREAS, at the time of application the Property was in hay production and meets the minimum criteria as set forth in N.J.A.C. 2:76-6.20; and

WHEREAS, on May 25, 2017 the SADC granted preliminary approval by Resolution #FY2017R5(6) to the MCF application and appropriated \$961,500 for the acquisition of development easement on the De Groot farm; and

WHEREAS, in accordance with N.J.A.C. 2:76-12.2(b) the SADC determined that any farm that has a quality score (as determined by N.J.A.C. 2:76-6.16) greater than or equal to 70% of the county average quality score as determined in the County PIG program be eligible for funding; and

WHEREAS, the Property has a quality score of 64.05 which is greater than 70% of the County average quality score of 54 as determined by the Committee on July 28, 2016; and

WHEREAS, the Owners have read and signed SADC Guidance Documents regarding Exceptions, Division of the Premises and Non-agricultural uses; and

WHEREAS, pursuant to N.J.A.C. 2:76-15(b) 1., on February 22, 2018 the SADC certified a development easement value of \$39,000 per acre based on zoning and environmental regulations in place as of the current valuation date September 13, 2017; and

WHEREAS, the Owners accepted \$39,000 per acre for the development easement; and

WHEREAS, the SADC advised MCF of the certified value and its willingness to provide a 50 percent cost share grant pursuant to N.J.A.C. 2:76-15.1, not to exceed 50 percent of MCF's eligible costs and subject to available funds; and

WHEREAS, on May 18, 2018 MCF informed the SADC that it will accept the SADC cost share of \$19,500 per acre; and

WHEREAS, on April 19, 2018 MCF passed a resolution approving the acquisition and committing \$4,875 per acre towards the acquisition; and

WHEREAS, on May 1, 2018 the Monmouth County Agriculture Development Board endorsed the MCF/De Groot application; and

WHEREAS, on May 9, 2018 by Resolution No. 2018-66 Colts Neck Township approved the MCF/De Groot application and agreed to contribute \$4,875 per acre towards the acquisition; and

WHEREAS, on May 24, 2018 the Monmouth County Board of Chosen Freeholders passed Resolution # 2018-0457 and approved the MCF/De Groot application and agreed to contribute \$9,750 per acre towards the acquisition; and

WHEREAS, the cost share breakdown based on estimated 42 acres is as follows:

SADC Nonprofit Grant Funds	\$ 819,000	(\$19,500/acre or 50% total cost)
Monmouth County	\$ 409,500	(\$ 9,750/acre or 25% total cost)
Colts Neck Township	\$ 204,750	(\$ 4,875/acre or 12.5% total cost)
Monmouth Conservation Foundation	\$ 204,750	(\$ 4,875/acre or 12.5% total cost)
Total	\$1,638,000	(\$39,000/acre); and

WHEREAS, pursuant to N.J.A.C. 2:76-12.6 and N.J.A.C. 2:76-16.3, the SADC shall provide a cost share grant to MCF for up to 50% of the eligible ancillary costs which will be deducted from its FY18 appropriation and subject to the availability of funds; and

WHEREAS, MCF is requesting \$819,000 in funding which is available at this time;

NOW THEREFORE BE IT RESOLVED that the SADC grants final approval to MCF for the De Groot farm easement acquisition application subject to compliance with N.J.A.C. 2:76-16; and

BE IT FURTHER RESOLVED, the Property has zero (0) exceptions, zero (0) housing opportunities, zero (0) agricultural labor units and no pre-existing non-agricultural uses; and

BE IT FURTHER RESOLVED, the SADC shall provide a cost share grant not to exceed \$19,500 per acre (total of approximately \$819,000 based on 42 acres) to MCF for the

development easement acquisition on the De Groot farm, subject to the availability of funds; and

BE IT FURTHER RESOLVED, the application is subject to the conditions contained in (Schedule B); and

BE IT FURTHER RESOLVED that the SADC authorizes staff to proceed with the preparation of a Project Agreement and closing documents prepared in accordance with N.J.A.C. 2:76-16.1; and

BE IT FURTHER RESOLVED, the SADC's cost share grant for the development easement purchase on the approved application shall be based on the final surveyed acreage of the Premises adjusted for proposed road rights-of-way, other rights-of-way or easements as determined by the SADC, and streams or water bodies on the boundaries of the Premises as identified in Policy P-3-C; and


BE IT FURTHER RESOLVED that the SADC authorizes Douglas Fisher, Secretary of Agriculture as Chairperson of the SADC or Executive Director Susan E. Payne to execute by signature all documents necessary to provide a grant to MCF for the acquisition of a development easement on the De Groot farm; and

BE IT FURTHER RESOLVED, that all survey, title and all additional documents required for closing shall be subject to review and approval by the SADC; and

BE IT FURTHER RESOLVED, that this approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey; and

BE IT FURTHER RESOLVED, that this action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

6/28/2018  
Date

  
Susan E. Payne, Executive Director  
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

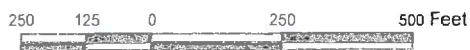
Douglas H. Fisher, Chairperson	ABSENT
Renee Jones (rep. DEP Commissioner McCabe)	YES
Thomas Stanuikynas (rep. DCA Commissioner Oliver)	ABSENT
Ralph Siegel (rep. State Treasurer Muoio)	YES
Jane Brodhecker	YES
Alan Danser, Vice Chairman	YES
Scott Ellis	YES
Denis C. Germano, Esq.	ABSENT
Peter Johnson	YES
Brian Schilling (rep. Executive Dean Goodman)	YES
James Waltman	YES



X:\counties\monroco\projectside\_Groot\_Robin\_et\_als\_MCF\_fwv.mxd

**FARMLAND PRESERVATION PROGRAM  
NJ State Agriculture Development Committee**

de Groot, Robin et als (MCF)  
Block 7.30 Lot 4 (44.4 ac)  
Gross Total = 44.4 ac  
Colts Neck Twp., Monmouth County



Sources:  
NJ Farmland Preservation Program  
Green Acres Conservation Easement Data  
NJDEP Wetlands Data  
NJOT/OGIS 2015 Digital Aerial Image



	Property In Question
	EN - (Non-Severable) Exception
	ES - (Severable) Exception
	Wetlands Boundaries
	Primary - Limited Access
	Federal or State Hwys
	County Roads
	Municipal/Local Roads
	Municipal, County and Non-Profit Preserved Open Space

**Wetlands Legend:**  
F - Freshwater Wetlands  
L - Linear Wetlands  
M - Wetlands Modified for Agriculture  
T - Tidal Wetlands  
N - Non-Wetlands  
B - 300' Buffer  
W - Water

**DISCLAIMER:** Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The configuration and geo-referenced location of parcel polygons in this data layer are approximate and were developed primarily for planning purposes. The geodetic accuracy and precision of the GIS data contained in this file and map shall not be, nor are intended to be, relied upon in matters requiring delineation and location of true ground horizontal and/or vertical controls as would be obtained by an actual ground survey conducted by a licensed Professional Land Surveyor.

X:\counties\monco\projects\de\_Groot\_Robin\_et\_als\_MCF\_2mile.mxd



**FARMLAND PRESERVATION PROGRAM  
NJ State Agriculture Development Committee**

de Groot, Robin et als (MCF)  
Block 7.30 Lot 4 (44.4 ac)  
Gross Total = 44.4 ac  
Colts Neck Twp., Monmouth County



- Property In Question
- EN - (Non-Severable) Exception
- ES - (Severable) Exception
- Preserved Easements
- Transfer Development Rights (TDR)
- Preserved: Highlands, Pinelands and Municipal
- Active Applications
- County Boundaries
- Municipal Boundaries
- Municipal, County and Non-Profit Preserved Open Space, State Owned Conservation Easements, & State Owned O/S & Recreation Easements

**NOTE:**  
The parcel location and boundaries shown on this map are approximate and should not be construed to be a land survey as defined by the New Jersey Board of Professional Engineers and Land Surveyors

Sources:  
NJ Farmland Preservation Program  
Green Acres Conservation Easement Data  
NJOTTCGIS 2015 Digital Aerial Image

June 14, 2018

SCHEDULE 10

State Agriculture Development Committee  
SADC Final Review: Development Easement Purchase

De Groot, Robin et als (MCF)  
13- 0016-NP  
No Value Selected Easement Purchase - Nonprofit  
47 Acres

Block 7.30	Lot 4	Colts Neck Twp.	Monmouth County			
<b>SOILS:</b>		Other	44% *	0	=	.00
		Prime	54% *	.15	=	8.10
		Statewide	2% *	.1	=	.20
						<b>SOIL SCORE: 8.30</b>
<b>TILLABLE SOILS:</b>		Cropland Harvested	52% *	.15	=	7.80
		Wetlands	10% *	0	=	.00
		Woodlands	38% *	0	=	.00
						<b>TILLABLE SOILS SCORE: 7.80</b>
<b>FARM USE:</b>	Hay			30 acres		

In no instance shall the Committee's percent cost share for the purchase of the development easement exceed 50% of the eligible costs. This final approval is subject to the following:

1. Available funding.
2. The allocation, not to exceed 0 Residual Dwelling Site Opportunities on the Premises subject to confirmation of acreage by survey.
3. Compliance with all applicable statutes, rules and policies.
5. Other:
  - a. Pre-existing Nonagricultural Use: No Nonagricultural Uses
  - b. Exceptions: No Exceptions Requested
  - c. Additional Restrictions: No Additional Restrictions
  - d. Additional Conditions: No Additional Conditions
  - e. Dwelling Units on Premises: No Dwelling Units
  - f. Agricultural Labor Housing Units on Premises: No Ag Labor Housing
6. The SADC's grant for eligible costs ancillary to the acquisition of the development easement is subject to the terms of the Agriculture Retention and Development Act, N.J.S.A. 4:10-11 et seq., P.L. 1983, c.32, N.J.A.C. 2:76-12.6 and N/J.A.C. 2:76-16.3 and SADC Policy P-5-A.
7. Review and approval by the SADC legal counsel for compliance with legal requirements.