

**STATE AGRICULTURE DEVELOPMENT COMMITTEE (SADC)  
REGULAR MEETING**

**REMOTE MEETING DUE TO CORONAVIRUS  
EMERGENCY**

**April 22, 2021**

Chairman Fisher called the meeting to order at 9:03 am.

Ms. Payne read the notice stating that the meeting was being held in compliance with the Open Public Meetings Act, N.J.S.A. 10:4-6, et seq.

Roll call indicated the following:

**Members Present**

Chairman Fisher  
Martin Bullock  
Denis Germano  
Pete Johnson  
James Waltman  
Gina Fischetti  
Renee Jones  
Brian Schilling  
Ralph Siegel  
Richard Norz

**Members Absent**

Scott Ellis

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

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**Minutes**

SADC Regular Meeting of March 25, 2021 (Open Session)

It was moved by Mr. Germano and seconded by Mr. Schilling to approve the Open Session minutes of the SADC regular meeting of March 25, 2021. Ms. Jones and Mr. Norz abstained from the vote. The motion was approved by the remaining members.

**Report of the Chairman**

Chairman Fisher stated that the SADC is dealing with issues surrounding large scale and dual use solar installations, and is working closely with the Governor's office to balance the state's alternative energy initiatives with the retention of prime farmland soils and preservation programs . He noted that the Governor's environmental agenda is addressing climate change, social justice, an open and fair economy, and technological innovations. Chairman Fisher stated that it appears most people will be satisfied with the work that will be done once the legislative bills are passed.

**NOTE: Martin Bullock joined the meeting.**

**Report of the Executive Director**

Ms. Payne wished everyone a Happy Earth Day. Earlier in the week she and staff members visited the Cassaday Farm in Salem County. Ms. Payne said it was a great opportunity to meet with a farmer who has been able to expand his farming operations to approximately 3,000 acres of land as a result of involvement in the Farmland Preservation Program (FPP).

Ms. Payne stated that it was great to meet a farmer who is a big believer in the FPP and to discuss some conservation challenges on the property. She stated how helpful it was to be on the ground and hear directly from farmers regarding what's good about the FPP and what can be improved. She noted that staff would like to do more farm visits once the pandemic eases.

Ms. Payne stated that the Soil Protection Standards will be sent to partners today and staff is asking for informal comments within sixty days. Those comments will then be given to the SADC to see what changes are needed and then go through the formal rule making process, hopefully in the summer and early fall.

Ms. Payne stated that staff did get final approval of a Deed of Easement (DOE) for use in the Federal government's Agricultural Land Easement Program. She thanked Ms. Reynolds, staff attorney, who was instrumental in getting this approval. Now that staff has an approved deed, it can begin to close farms with federal funding. Ms. Payne stated that a package will be going out to the partners regarding this approval.

**Communications**

Ms. Payne stated that Ms. Winzinger is doing an amazing job putting a very comprehensive package together about agricultural economy, land prices and solar energy as well as a host of other important subjects. She asked that the committee take time to review the communications packets when they can. Chairman Fisher added that the communication packets help to understand current events as well as major policy concerns.

Chairman Fisher stated that he had the pleasure of talking with Senator Corey Booker who is now on the Senate Agriculture Committee. He noted that Senator Booker is very engaged in issues affecting farming and family farms, and that he is also very interested in food policy and nutrition. Chairman Fisher stated that he was interested to hear what the senator's thoughts were on New Jersey farming.

### **Public Comment**

Ms. Payne advised that anyone wishing to make a public comment at this meeting should email their comments to [SADC@AG.NJ.GOV](mailto:SADC@AG.NJ.GOV). All public comments will be read during the public comment portions of the meeting.

There was no public comment.

### **New Business**

#### **A. Stewardship**

##### **1. Resolution: Extension of Commercial Non- Agricultural Use Permit**

Mr. Roohr referred the committee to a draft resolution approving a 5-year extension to the only nonagricultural use permit issued by the SADC in 2016 for floral design classes, craft workshops and other related events in a former milk house building on MJC Properties, LLC . The original request was for 36 events per year, and the approval only contemplated indoor events. Due to covid related safety concerns and the Governor's executive orders related to social distancing and occupancy rules for businesses, SADC approved an internal amendment in July 2020 that allowed for the use of a 30 x 30 tent outside the milk house area so that MJC could continue to operate while meeting necessary covid safety protocols. This amendment for the outside use was effective until November 2020.

MJC's current request is to expand the type of events, increase the number of events and allow for permanent use of the outdoor area. The expansion of the types of events include weddings and more elaborate special occasion events.

Mr. Roohr stated that because the rural microenterprise (RME) rules and prior nonagricultural use permit rules are not entirely consistent, and because of anticipated legislative action on special occasion events (SOE) within the next few months that could affect this application, staff is recommending the SADC approve a 5-year extension to its prior permit issued to MJC , with no changes. At the end of the 5-year period the permittee can either apply for an RME permit under applicable rules or seek approval for SOEs pursuant to whatever legislation and regulations are then in effect.

Ms. Payne reiterated the fact that the tent was requested due to covid reasons and the resolution says that the use of the tent would continue through November 30, 2021 or until the Governor declares the end of the public health emergency, whichever is later. This approval would allow the landowner to use the tent throughout the end of the season so as not to disturb any events if the public health emergency is lifted sooner.

Chairman Fisher asked what the reasoning was for limiting the landowners to one extension and stated that there are many instances of situations that are grandfathered based on the rules that were set in place at the time.

Mr. Roohr stated that the RME rules replaced the prior commercial nonagricultural use regulations. Technically, if someone were to make a new request today, he would be making that request under the RME regulations. Mr. Roohr stated that MJC Properties came in under the old rules, and even though the rules changed, this would give MJC the opportunity to adjust its operations in compliance with the current rules and the SOE rules that are likely forthcoming.

Ms. Payne stated that prior commercial nonagricultural use rules that have been removed from the books do not live on forever, so the landowner can't anticipate having access to those rules indefinitely. SADC repealed those rules and replaced them with RME rules and this is the only application that has been issued a permit under the old rules and this is a unique case.

It was moved by Mr. Germano and seconded by Mr. Schilling to approve Resolution FY2021R4(1), granting approval to the following application, as presented, subject to any conditions of said resolution.

Mary Coombs, a principal of MJC, stated that it has been a complicated process trying to fit this unique business into the regulations, and everyone has worked together to make this happen, especially Mr. Roohr. She noted that if all lines of communication are kept open it will help the business move forward and make the process easier for other landowners in the future.

Ms. Fischetti asked what would happen if the landowners want to keep the tent up after the health crisis is over; is it subject to the type of events that are to be held or to the one-time extension. Ms. Payne stated that the previous non-agricultural use rules prohibited outside activity. She explained that the tent was a flexibility extended due to the public health emergency, so that is the rationale for departing from the rules.

Ms. Payne stated that her goal is to try and avoid the landowner having to apply for an RME permit when the SOE law could pass and result in a reconfiguration of MJC's operations again. By permitting the extension, MJC can keep its business running and then can decide later whether to apply for an RME or an SOE.

Mary Coombs stated that they don't personally own the tent and there were just two or three occasions where the tent was up for a 24-hour period, so there is no need for the tent for an extended period of time at this point.

Chairman Fisher stated that the MJC is a great farm with great operators and he's glad that the SADC was able to accommodate the operation.

MJC Properties, LLC., Resolution FY2021R4(1), Block 102, Lot 3, Upper Deerfield Township, Cumberland County, 88.77 Acres.

A roll call was taken. The motion was unanimously approved. A copy of Resolution FY2021R4(1) is attached to and a part of these minutes.

2. Resolution: House Replacement Request

**Note: Mr. Bullock recused from the discussion.**

Mr. Willmott referred the committee to the house replacement request. He reviewed the specifics of the request with the committee and stated that staff recommendation is to grant final approval.

Mr. Waltman stated that the house looks spectacular, but he's concerned about farmland affordability and whether future farmers will have the ability to purchase this farm. Ms. Payne stated that farmland affordability was a topic of conversation in 2005. There was a discussion at that time whether the SADC should amend the Deed of Easement (DOE) to include a house size limitation, but there was insufficient support for that policy change.

Chairman Fisher stated that each county can decide to put a house size limit in the DOE. Ms. Payne stated that the counties can make that a standard provision in their DOE and the SADC can approve it. The SADC itself, when doing direct easement purchases, does not have a house size limit. If the committee would like to go in that direction, that can be done. Chairman Fisher stated that the subject can be discussed at a later date.

It was moved by Mr. Germano and seconded by Ms. Jones to approve Resolution FY2021R4(2), granting approval to the following application, as presented, subject to any conditions of said resolution.

Virag-Non Farm, Resolution FY2021R4(2), Block 87.01, Lots 9 & 9.01, Freehold Township, Monmouth County, 36.535 acres.

A roll call vote was taken. The motion was unanimously approved. A copy of Resolution FY2021R4(2) is attached to and a part of these minutes.

**B. Resolution: Review of Non-Agricultural Development in the ADA (N.J.S.A. 4:1C-19) South Jersey Gas Deepwater Gas Pipeline Replacement Project: Salem County**

Mr. Bruder referred the committee to a Non-Agricultural Development in the ADA for the Deepwater Gas Pipeline Replacement Project by South Jersey Gas in Salem County. He reviewed a draft resolution finding that a proposed in-kind replacement of 4.2 miles of an existing natural gas pipeline in Carney's Point and Pilesgrove townships, Salem County does not cause unreasonably adverse effects on the preserved farms, the ADA or State agricultural preservation and development policies pursuant to the Agriculture Retention and Development Act.

The proposed project includes 2.52 miles of pipeline in existing road rights-of-way (ROW) and approximately 1.68 miles through Salem County's ADA and on privately owned lands, including two SADC-preserved farms and one NRCS-preserved farm. He reviewed the

specifics of the request with the committee and stated that staff recommendation is to grant final approval.

It was moved by Mr. Schilling and seconded by Mr. Bullock to approve Resolution FY2021R4(3), granting approval of Non-Agricultural Development in the ADA (N.J.S.A. 4:1C-19) South Jersey Gas Deepwater Gas Pipeline Replacement Project for Salem County. The motion was unanimously approved. A copy of Resolution FY2021R4(3) is attached to and a part of these minutes.

### **C. Resolutions: Final Approval – County PIG Program**

Mr. Everett reviewed a substantial acquisition project for final approval. At nearly 400 acres, the four parcels that collectively comprise Kerr Ridge Farm/Kerr Ridge Associates render it perhaps the largest remaining unpreserved farm in Hopewell Township. Identified by NJ Conservation Blueprint as high priority lands for farmland preservation not only given its size but also its soils - 89% of the farm is mapped by NRCS as Important NJ Soils - significant development pressure emanating from the nearby I-295 corridor renders the property vulnerable to conversion if not preserved.

Operated by the next generation of the Kerr family, the young farmer who produces soybeans, wheat, hay and straw on the property does so by using conservation tillage practices. Additional natural resource management is evident in the intact forested riparian buffer along Jacobs Creek, a tributary of the Delaware River, which the County wishes to acquire as a conservation easement for use as a hiking trail.

In addition to the agricultural and natural resources noted above, the subject properties are located within the Bear Tavern Road/Jacobs Creek Crossing National Register Historic District, with two extant late eighteenth/early nineteenth century farmhouses on the property. Notably, the property was traversed by General George Washington's Continental Army during its march to Trenton to defeat the Hessian garrison quartered there after the celebrated Delaware River crossing on Christmas Day, 1776. Total purchase price for the 357 acres of farmland easements is just over \$4 million, with an SADC cost share of \$2.4 million.

Mr. Waltman stated that this is an exciting day for Hopewell Township and Mercer County. He noted that this farm is everything and more that Mr. Everett just described, and this is a fitting act for the SADC to take on Earth Day to preserve this very important farm. He thanked the staff for all of the hard work that it took to preserve this farm.

Ms. Mandelbaum referred the committee to five requests for final approval under the County PIG Program. She reviewed the parcel configuration rates and the certified market value of the requests with the committee and stated that staff recommendation is to grant final approval.

It was moved by Mr. Waltman and seconded by Ms. Jones to approve Resolutions FY2021R4(4) through FY2021R4(7), granting approval to the following applications under the County PIG Program, as presented, subject to any conditions of said resolution. Mr. Siegel advised that he was recusing on this matter.

1. Kerr Ridge Associates (Lot 15S), SADC ID#11-0183-PG, Resolution FY2021R4(4), Block 98, Lot 15, Hopewell Township, Mercer County, 139.477 acres.
2. Kerr Ridge Associates (Lot 15N), SADC ID#11-0182-PG, Resolution FY2021R4(5), Block 98, Lot 15, Hopewell Township, Mercer County, 139.477 acres.
3. Kerr Ridge Associates (Lot 3S), SADC ID#11-0185-PG, Resolution FY2021R4(6), Block 95, Lot 3, Hopewell Township, Mercer County, 259.001 acres.
4. Kerr Ridge Associates, SADC ID#11-0184-PG, Resolution FY2021R4(7), Block 95, Lot 3, Hopewell Township, Mercer County, 259.001 acres.

A roll call vote was taken. The motion was approved, with Mr. Siegel recusing on the vote. A copy of Resolutions FY2021R4(4) through FY2021R4(7) is attached to and a part of these minutes.

Ms. Mandelbaum referred the committee to the request for the George and Terri Hitchner final approval under the County PIG Program. She reviewed the specifics of the request with the committee and stated that staff recommendation is to grant final approval.

It was moved by Mr. Germano and seconded by Mr. Siegel to approve Resolution FY2021R4(8), granting approval to the following application under the County PIG Program, as presented, subject to any conditions of said resolution.

5. George & Terri Hitchner, SADC ID#06-0195-PG, Resolution FY2021R4(8), Block 65, Lot 1, Hopewell Township, Cumberland County, 153 acres.

A roll call vote was taken. The motion was unanimously approved. A copy of Resolution FY2021R4(8) is attached to and a part of these minutes.

#### **D. Resolutions: Final Approval – Direct Easement Purchase Program**

Ms. Mandelbaum referred the committee to two requests for final approval under the Direct Easement Purchase Program. She reviewed the specifics of the requests with the committee and stated that staff recommendation is to grant final approval.

It was moved by Mr. Siegel and seconded by Mr. Germano to approve Resolutions FY2021R4(9) and FY2021R4(10) granting approval to the following application under the Direct Easement Purchase Program, as presented, subject to any conditions of said resolution.

1. Richard Gardner, SADC ID#21-0077-DE, Resolution FY2021R4(9), Block 48, Lots 12.01 & 14, Franklin Township, Warren County, 97.1 net easement acres.
2. Paul and Vouletti Mitchell, SADC ID#10-0278-DE, Resolution FY2021R4(10), Block 39, Lots 2 & 27, Kingwood Township, Hunterdon County, 72.8 net easement acres.

A roll call vote was taken. The motion was unanimously approved. A copy of Resolution FY2021R4(9) and FY2021R4(10) is attached to and a part of these minutes.

**E. Resolution: Nonprofit Fee Transfer – Muckshaw Preserve**

Ms. Reynolds referred the committee to a request for a nonprofit fee transfer for the Muckshaw Preserve from the Ridge and Valley Conservancy to the Foodshed Alliance.

The preserve consists of two preserved farms - one located in Fredon and Andover Townships and the other entirely in Fredon Township, Sussex County. The first farm was preserved in 2001 and the other in 2002 with nonprofit fee simple grants to the nature conservancy. In December 2019, the SADC approved the fee transfer from the Nature Conservancy to the Ridge and Valley Conservancy.

The Foodshed Alliance, currently a lessee of the property, runs a Sustainable Agriculture Enterprise, or “SAGe” program, on the property in which plots are leased to sustainable farm businesses at affordable rates. Ms. Reynolds explained that currently there are seven leases, totaling 50 acres. Ms. Reynolds pointed out that the resolution of approval refers to 6 leases; however, the Foodshed Alliance just finalized a new lease this past week, so the resolution of approval will be modified accordingly. Paragraph 24 in both DOEs state that the land can't be sold unless it continues to be used for agricultural purposes and production. The SADC must be notified in advance that the land will be offered for sale and the SADC approves the transfer prior to the conveyance.

Additionally, under paragraph 5 of both DOEs, the grantor agrees to reimburse the SADC 50% of the net proceeds in the event of a sale of any interest in the preserved farm. However, Ridge and Valley Conservancy intends to transfer its fee interests for nominal consideration and, therefore, the deed transferring the fee simple interest specifically references the paragraph 5 reimbursement clause as well as other paragraphs in the DOE placing requirements on a future transfer so that those provisions remain intact, and future landowners are on notice .

Ms. Reynolds described for the committee the different farm operations that are leasing plots under the SAGe program. Some of the agriculture engaged in in on the farm include hemp, bees, mixed vegetables, fruits, chickens and goats. She stated that the descriptions were provided to her by Eric Derby, the SAGe program manager. Ms. Reynolds noted that Mr. Derby, as well as Kendrya Close, Foodshed Alliance Executive Director, and George Shawbert, the Ridge and Valley Conservancy Vice President, are all in attendance at the meeting.

Ms. Reynolds stated that based on the foregoing, as well as the finding that the land will be used for agricultural use and production, the staff recommends approval of the fee transfer.

Mr. Norz asked why this particular case has to be approved through the SADC. Ms. Reynolds stated that this is a regulatory requirement specific to the nonprofit programs. Chairman Fisher asked if the farm will still be referred to as the Muckshaw Preserve. Mr. Derby confirmed that the name will remain the same. Ms. Payne clarified that the approval



of the resale is a condition of any acquisition made with fee simple grant funds, and the SADC will be involved in the review of the sale transaction.

Ms. Payne stated that this endeavor is very exciting and she thanked Ms. Close and Mr. Derby for working together to make this a unique agricultural incubator in NJ. She noted that she was on a panel discussion where the SAgE program came up, and people across the country are interested in how to connect farmland with new and beginning farmers. Ms. Payne stated that the SADC wants to stay close to this endeavor to gain a better understanding of the successes and challenges of this project.

It was moved by Mr. Waltman and seconded by Mr. Germano to approve Resolution FY2021R4(11) granting approval to the following application under the Nonprofit Fee Transfer for the Muckshaw Preserve from the Ridge and Valley Conservancy to the Foodshed Alliance, as presented, subject to any conditions of said resolution.

Muckshaw Preserve (Ridge and Valley Conservancy to the Foodshed Alliance)

Block 1001, Lot 30,  
Fredon Township, Sussex County  
Block 153, Lots 33 & 33.01  
Andover Township, Sussex County, 197.864 acres (Parcel A)

Block 801, Lot 33  
Block 1001, Lot 1.01  
Fredon Township, Sussex County, 132.099 acres (Parcel B)

A roll call vote was taken. The motion was unanimously approved. A copy of Resolution FY2021R4(11) is attached to and a part of these minutes.

Mr. Derby stated that the SAgE Project started out as a way to help people gain access to land given the huge expense that is entailed. The mission is to make sure natural organic farmers in NJ get access to land and get educated on preserved state farmland. Farmers that are approved get 10-year leases after a rigorous application process that includes providing their production plan, mission statement, years of experience, business plan and marketing process. The applicants have to adhere to organic guidelines and follow national organic protocols. Mr. Derby noted that the farmers have all been working really well together and everyone has been a delight to work with.

Chairman Fisher thanked Mr. Derby and everyone for joining in the discussion and congratulated them on the approval of the transfer.

### **Public Comment**

Ms. Winzinger stated that there was a comment from Mr. Scott Lenox from the Barnegat Oyster Collective in regard to a legal analysis for Right to Farm Act (RTFA) protection of shellfish aquaculture farms.

April 22, 2021

Ms. Payne stated that Mr. Lenox is in the process of submitting an SSAMP application to the Monmouth County Agriculture Development Board (MCADB) for his retail market operation for his oysters in Wall Township, Monmouth County. The harvest of oysters takes place offshore and the oysters are brought onshore and processed and then sold at a market located in Wall Township. The SADC hasn't had a RTFA case like this before, and it's pretty clear that the Act was not written with this type of aquaculture in mind.

Ms. Payne stated that she, Ms. Reynolds, Ms. Purcell and NJDA aquaculture staff are working together to understand how the RTFA could apply to aquaculture. Staff shared this advisory and consultative information with the MCADB. Ms. Payne stated that the SADC can't give detailed advice to Mr. Lenox because if the MCADB issues a decision in his case and any party was dissatisfied, they could appeal the decision to the SADC.

**TIME AND PLACE OF NEXT MEETING**

**SADC Regular Meeting:** 9 A.M., Thursday May 27, 2021

Location: TBA

**ADJOURNMENT**

The meeting was adjourned at 10:36 a.m.

Respectfully Submitted,



Susan E. Payne, Executive  
Director

State Agriculture Development Committee

STATE AGRICULTURE DEVELOPMENT COMMITTEE

RESOLUTION FY2021R4(1)

Approval for Extension of Commercial Non-Agricultural Use Permit

MJC Properties, LLC

April 22, 2021

**Subject Property:**

**Block 102, Lot 3**

**Upper Deerfield Township, Cumberland County**

**88.77 Acres**

WHEREAS, MJC Properties LLC, hereinafter "Owner," is the current record owner of Block 102, Lot 3, in the Township of Upper Deerfield, County of Cumberland, by deed dated February 3, 2012, and recorded in the Cumberland County Clerk's office, in Deed Book 40890, Page 31150, totaling approximately 88.77 acres, hereinafter referred to as "Premises", see attached Schedule "A"; and

WHEREAS, the development easement on the original premises, consisting of approximately 87.77 acres, was conveyed to the County of Cumberland ("County") by the former owners, Leon and Arlene Tice, pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., PL 1983, as a Deed of Easement dated April 23, 1997 and recorded March 20, 1998 in the Cumberland County Clerk's office in Deed Book 2286, Page 135; and

WHEREAS, the development easement was acquired without the participation of Federal funds; and

WHEREAS, Mary and John Coombs, wife and husband, are the representatives of MJC Properties, LLC; and

WHEREAS, Ms. Coombs is a floral designer and event planner who has been operating a florist shop in a nearby town for the past fifteen years; and

WHEREAS, N.J.S.A. 4:1C-32.1, et seq. allows the State Agriculture Development Committee (SADC) to issue special permits to allow a commercial non-agricultural activity to occur on farmland on which a development easement has been recorded; and

WHEREAS, in June 2008 the SADC adopted regulations at N.J.A.C. 2:76-22.1, et seq., "Special Permit for Commercial Nonagricultural Activity on Preserved Farmland", to establish the process for owners of preserved farms to apply, pursuant to N.J.S.A. 4:1C-32.1, for a special permit to allow for a commercial non-agricultural activity to occur on the premises, and to establish standards governing SADC review of such applications; and

WHEREAS, those regulations stated that the owner of a preserved farm may conduct a commercial non-agricultural activity thereon provided that the SADC and appropriate county agriculture development board (CADB) determine that the application met the criteria found in N.J.A.C. 2:76-22.1, et seq; and

WHEREAS, on February 25, 2016, the SADC approved, pursuant to resolution #FY2016R2(13), the issuance of a commercial non-agricultural use permit allowing the Owner to use a former milk-house on the property to host floral design classes, craft workshops and other events (collectively, "the events") on the preserved farm; and

WHEREAS, the events that were approved are the following:

- Floral Design classes
- Soap, lotion, and balm-making classes
- Terrarium-making classes
- Wreath workshops
- Kids' creative carnivals (crafts; face-painting; temporary tattoos; snacks)
- Painting parties
- Calligraphy classes
- Jewelry classes
- Paper flower classes
- Makeup classes
- Holiday parties
- Date night
- Baby showers; bridal showers; birthday parties
- Cake decorating classes
- Craft-making classes, and;

WHEREAS, the original application and approval anticipated up to 36 milk-house activities and events per year and the permit was approved for a 5-year time period as set forth in N.J.A.C. 2:76-22.9 of the Commercial Non-Agricultural Activity permit rules; and

WHEREAS, the Owner was the only applicant to receive a permit issued under the Commercial Non-Agricultural Activity rules; and

WHEREAS, pursuant to the Rural Microenterprise Act, P.L. 2015, c. 275 (N.J.S.A. 4:1C-32.1, et seq.) , the SADC in June 2018 replaced the Commercial Non-Agricultural Activity permit regulations at N.J.A.C. 2:76-22.1, et seq., with new regulations creating a Rural Microenterprise (RME) program; and

WHEREAS, on July 28, 2020, an internal amendment to resolution #FY2016R2(13) was authorized pursuant to Paragraph VI, Section 11 of the SADC by-laws, allowing the use of a 30x30 tent in an outdoor area directly adjacent to the milk-house that

allowed for events to be hosted in accordance with the Governor's public health emergency executive orders addressing outdoor gatherings ; and

WHEREAS, the amendment approving use of outdoor space was effective through November 30, 2020, or until the Governor declared an end to the public health emergency, whichever came first; and

WHEREAS, N.J.A.C. 2:76-22.9 of the Commercial Non-Agricultural Activity regulations allowed an applicant to request renewal of a permit; and

WHEREAS, on March 1, 2021, the SADC received a request from the Owner for an extension of the commercial non-agricultural use permit, permanent use of the outdoor tent area, expansion of the types of events to include weddings and farm-to-table dinners and as well as an increase the overall number of events annually to 104; and

WHEREAS, while the RME regulations adopted in 2018 superseded the prior Commercial Non-Agricultural regulations, staff finds that under the Commercial Non-Agricultural Activity permit approval there was a reasonable expectation that permit renewal would be evaluated based on the regulations under which the original approval was granted; and

WHEREAS, there are several bills pending in the legislature related to conducting Special Occasion Events (SOE) on preserved farmland which, if passed, will substantially alter the number and kind of events permitted on preserved farmland, including that of the Owner; and

WHEREAS, the SADC finds that this request for an extension may be considered under the same regulations governing review and approval of the original application, rather than subjecting the owner to the new RME regulatory requirements at this time given the potential passage of SOE legislation that will further define the extent to which SOEs are permitted on preserved farmland; and

WHEREAS, on March 10, 2021, the Cumberland CADB found that the Owner was not in violation of any provision of the Deed of Easement, that the application was compliant with the Commercial Non-Agricultural Activity regulations, N.J.S.A.4:1C-32.1 and N.J.A.C. 2:76-22.1, et seq., and approved the issuance of a permit to include the additional activities requested by the Owner, and subject to further approval by the SADC, within the former milk house structure; and

NOW THEREFORE BE IT RESOLVED:

1. The WHEREAS paragraphs above are incorporated herein by reference.

2. Based on the regulations in place at the time there was a reasonable expectation that permit renewal would be evaluated based on the regulations under which the original approval was granted.
3. The Committee approves a five-year extension of the original approval granted in Resolution #FY2016R2(13), for the issuance of a special permit to conduct a commercial non-agricultural activity, consisting of 36 annual events within 2,200 sq. ft. of the former milk-house structure, in the location shown in Schedule "A", and to conduct the following events and activities;
  - Floral Design classes
  - Soap, lotion, and balm-making classes
  - Terrarium-making classes
  - Wreath workshops
  - Kids' creative carnivals (crafts; face-painting; temporary tattoos; snacks)
  - Painting parties
  - Calligraphy classes
  - Jewelry classes
  - Paper flower classes
  - Makeup classes
  - Holiday parties
  - Date night
  - Baby showers; bridal showers; birthday parties
  - Cake decorating classes
  - Craft-making classes
4. The Owner is hereby notified that no further extensions shall be issued for this permit; and
5. Upon expiration of this 5-year extension, and should the Owner seek approval to conduct activities and events on the preserved farm, the Owner will be required to apply to the SADC in accordance with the regulations then in effect; and
6. The extension shall be valid through April 22, 2026.
7. The use of a 30 x 30 tent in the space directly adjacent to the structure shall be permitted until November 30, 2021, or until the Governor declares the end of the public health emergency, whichever is later.
8. The Owner's request to expand the list of events to include weddings and farm-to-table dinners and the frequency of annual events held on the Premises is not approved.
9. This approval is non-transferable.
10. The extension of this permit is subject to all applicable local, State and Federal regulations.

11. This action is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey.

12. This action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

4/22/2021  
DATE



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

**VOTE WAS RECORDED AS FOLLOWS:**

Martin Bullock	YES
Scott Ellis	ABSENT
Denis C. Germano, Esq.	YES
Pete Johnson	YES
Richard Norz	YES
James Waltman	YES
Gina Fischetti (rep. DCA Commissioner Oliver)	YES
Brian Schilling (rep. Executive Dean Goodman)	YES
Ralph Siegel (rep. State Treasurer Muoio)	YES
Renee Jones (rep. DEP Commissioner McCabe)	YES
Douglas Fisher, Chairperson	YES

# Schedule "A"

MJC Properties LLC

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## FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

MJC Properties, LLC  
Block 102, Lot 3  
Upper Deerfield Township, Cumberland County



4/5/2021

### Farmland Preservation Program

- PRESERVED BASEMENT
- EXCEPTION AREA
- PRESERVED BASEMENT / NR
- EXCEPTION AREA / NR
- FINAL APPROVAL
- PRELIMINARY APPROVAL
- ACTIVE APPLICATION
- 8 YEAR PRESERVED
- TARGETED FARM
- EXCEPTION AREA TARGETED
- INACTIVE / FEDERALLY FUNDED
- INACTIVE / FEDERALLY FUNDED
- NO CORRESPONDING DATA
- PRESERVED / FEDERALLY FUNDED

### State Planning Area

- P-1 METRO
- P-2 SUBURBAN
- P-3 PRNGE
- P-4 RURAL
- P-5 RURAL EM SVCS
- P-6 ENV SENS
- P-7 ENV SENSITIVE BARRIERS
- P-8 PINELANDS
- PARK
- MILITARY
- NEW JERSEY MEADOWLANDS
- WATER

### Base Map

- County Boundaries
- Municipal Boundaries
- Highlands Planning Area
- Highlands Preservation Area
- Pinelands Area
- Green Acres Program Corridors



**STATE AGRICULTURE DEVELOPMENT COMMITTEE  
RESOLUTION #FY2021R4(2)**

**Request to Replace a Single-Family Residence**

**Virag-Non Farm**

**April 22, 2021**

**Subject Property:**

**Block 87.01, Lots 9 & 9.01  
Freehold Township, Monmouth County  
36.535 Acres**

WHEREAS, Christine E. Virag-Non, hereinafter "Owner," is the current record owner of Block 87.01 Lot 9 & 9.01, in Freehold Township, Monmouth County, by deed dated August 25, 2001, and recorded the Monmouth County Clerk's office in Deed Book 8073, Page 3719, and by deed dated August 25, 2001, and recorded in the Monmouth County Clerk's office in Deed Book 8073, Page 3767 totaling approximately 36.535 easement acres, hereinafter referred to as the "Premises", as shown in Schedule "A"; and

WHEREAS, a development easement on the Premises was conveyed to the Monmouth County Agriculture Development Board on August 26, 2008, by Peter Virag and Irene E. Virag and Diosdado P. Non, Jr. & Christine E. Virag-Non, pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-1, et seq. as a Deed of Easement recorded in the Monmouth County Clerk's Office on September 5, 2008, in Deed Book 8738, Page 4366; and

WHEREAS, the Deed of Easement identifies one (1) single family residence, no agricultural labor units, no Residual Dwelling Site Opportunities, and no exception areas; and

WHEREAS, the Premises is being farmed by the neighboring tenant farmer in a corn/soy/wheat crop rotation; and

WHEREAS, on March 15, 2021, the SADC received a request from the Monmouth County Agriculture Development Board (CADB), on behalf of John and Lori Ann Grady, hereinafter the "Contract Purchasers", with permission of the owner, to replace the existing single-family residence on the Premises, as shown in Schedule "A"; and

WHEREAS, the existing residence is located at 830 Elton-Adelphia Road and is an approximately 1,440 sq./ft, single story concrete block style house; and

WHEREAS, the Contract Purchasers propose to demolish the existing residence because it has been neglected and is in a state of disrepair; and

WHEREAS, the existing residence is currently uninhabited; and

WHEREAS, the existing residence does not conform to the existing setback requirements and the Contract Purchasers feel that having the house so close to the road is unsafe; and

WHEREAS, paragraph 14ii. of the Deed of Easement allows for the replacement of any existing single-family residential building anywhere on the Premises with the approval of the Grantee (Monmouth CADB) and the Committee; and

WHEREAS, the existing residence was built in 1937, and is not listed on the New Jersey or National Register of Historic Places; and

WHEREAS, SADC staff received confirmation from County Historical Commission that the property is not listed on the Freehold Township historic site survey; and

WHEREAS, the Contract Purchasers propose to replace the existing residence with an approximately 5,500 sq./ft., 4-bedroom, 3.5 bathroom, ranch-style home, hereinafter referred to as the "Proposed Residence", to be used as a residence for the Contract Purchaser and their family, in the location shown on Schedule "A"; and

WHEREAS, the Proposed Residence does not have a basement and will be built within the current farmstead complex, replacing the existing, unutilized, and outdated former poultry buildings, which will be demolished; and

WHEREAS, the Proposed Residence will require the installation of a new septic system, and driveway realignment, as shown in Schedule "A"; and

WHEREAS, the Deed of Easement lists a pre-existing non-agricultural use of storage within approximately 1,000 sq./ft. of one of the poultry barns; and

WHEREAS, the non-agricultural use on the Premises will be extinguished as part of this proposal; and


WHEREAS, at its April 6, 2021, meeting, the Monmouth CADB approved the Contract Purchasers' request to replace a residence on the Premises;

NOW THEREFORE BE IT RESOLVED:

1. The WHEREAS paragraphs above are incorporated herein by reference.
2. The SADC, pursuant to the restrictions as contained in the Deed of Easement, finds that the replacement of the existing, single-family residence on the Premises with a new residence will have a positive impact on the continued agricultural operations of this farm by the construction of a new residence which shall serve as the primary residence for the new owners and their family.

3. The Committee approves the construction of a four-bedroom residence, consisting of approximately 5,500 sq./ft. of heated living space to be constructed on the Premises as shown in Schedule "A," to replace the current residence on the Premises.
4. The existing residence must be removed within 60 days of receipt of certificate of occupancy for the new residence.
5. This approval is valid for a period of three years from the date of this resolution.
6. This approval is non-transferable.
7. The construction of the new residence is subject to all applicable local, State and Federal regulations.
8. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey.
9. This action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

\_\_\_\_\_  
4/22/2021  
Date

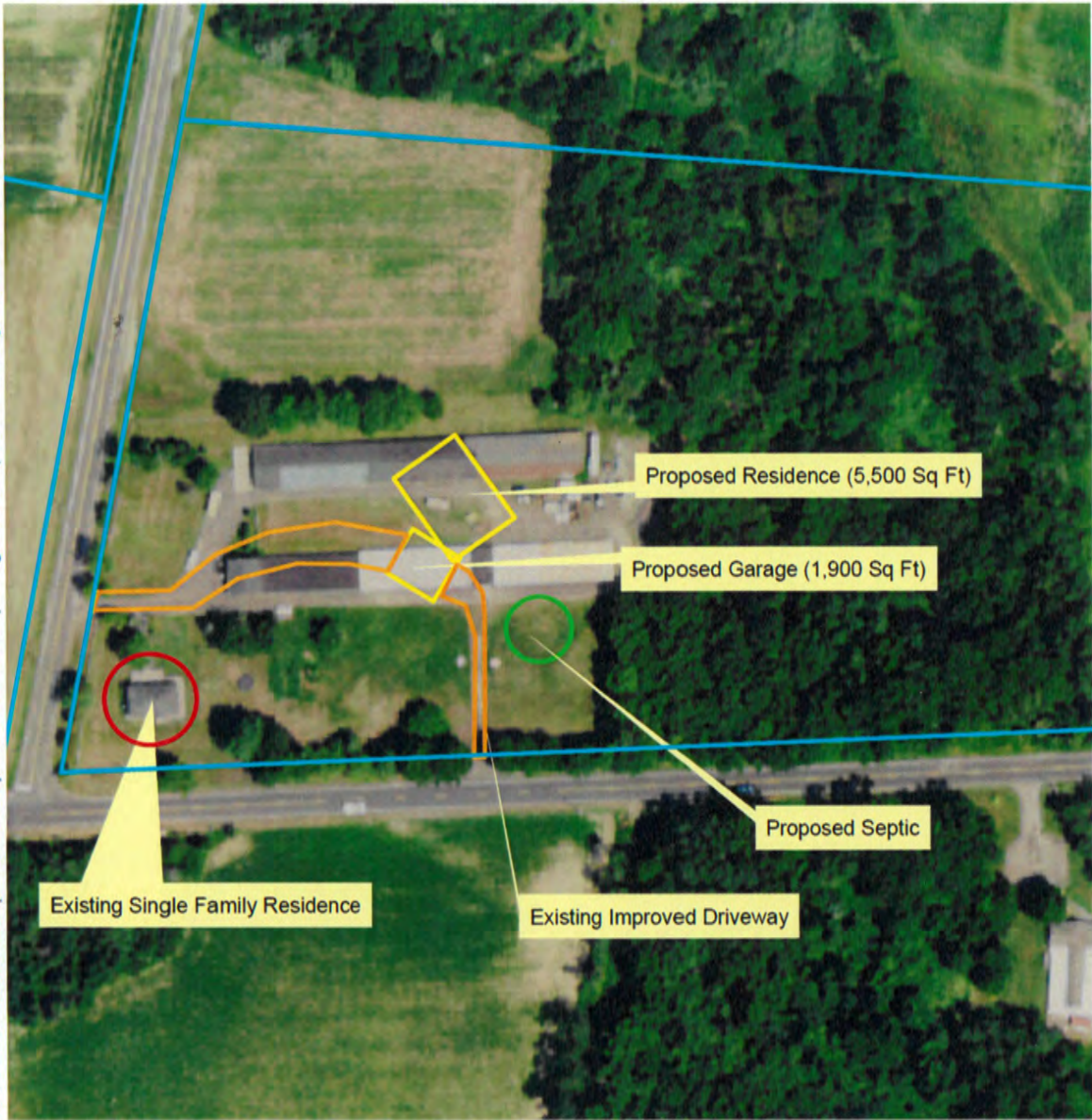
  
\_\_\_\_\_  
Susan E. Payne, Executive Director  
State Agriculture Development Committee

**VOTE WAS RECORDED AS FOLLOWS:**

Martin Bullock	RECUSE
Scott Ellis	ABSENT
Denis C. Germano, Esq.	YES
Pete Johnson	YES
Richard Norz	YES
James Waltman	YES
Gina Fischetti (rep. DCA Commissioner Oliver)	YES
Brian Schilling (rep. Executive Dean Goodman)	YES
Ralph Siegel (rep. State Treasurer Muoio)	YES
Renee Jones (rep. DEP Commissioner McCabe)	YES
Douglas Fisher, Chairperson	YES

# Schedule A

F:\13-0141-EP\Stewardship-AG Development\Stewardship Programs-Requests\Housing\Residential Dwelling Replacement\Schedule A



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

Virag-Non, C & Non, Diosdado Jr.  
 Block 87.01 Lot 9 & 9.01  
 Freehold Twp., Monmouth County  
 36.535 Acres



4/6/2021

Farmland Preservation Program		State Planning Areas	
	PRESERVED EASEMENT		(PA1) METRO
	EXCEPTION AREA		(PA2) SUBURBAN
	PRESERVED EASEMENT / NR		(PA3) FRINGE
	EXCEPTION AREA / NR		(PA4) RURAL
	FINAL APPROVAL		(PA4a) RURAL ENV SENS
	PRELIMINARY APPROVAL		(PA5) ENV SENS
	ACTIVE APPLICATION		(PA5a) ENV SENSITIVE BARRIER IS
	8 YEAR PRESERVED		(P15) PINELANDS
	TARGETED FARM		PARK
	EXCEPTION AREA TARGETED		MILITARY
	INACTIVE APPLICATION		NEW JERSEY MEADOWLANDS
	INACTIVE/FEDERALLY FUNDED		WATER
	NO CORRESPONDING DATA	<b>Base Map</b>	
	PRESERVED/FEDERALLY FUNDED		County Boundaries
			Municipal Boundaries
			Highlands Planning Area
			Highlands Preservation Area
			Pinelands Area
			Green Acres Preserved Easements

# EXHIBIT A



**STATE AGRICULTURE DEVELOPMENT COMMITTEE**  
**REVIEW OF A NON-AGRICULTURAL DEVELOPMENT PROJECT IN AN**  
**AGRICULTURAL DEVELOPMENT AREA**  
**SOUTH JERSEY GAS NATURAL GAS PIPELINE PROJECT IN**  
**TOWNSHIPS OF CARNEYS POINT & PILESGROVE, SALEM COUNTY**  
**RESOLUTION #FY2021R4(3)**

**April 22, 2021**

WHEREAS, pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-19, et seq., any public body or public utility which intends to exercise the power of eminent domain within an Agricultural Development Area (ADA), or which intends to advance a grant, loan or interest subsidy or other funds within an ADA for the construction of dwellings, commercial or industrial facilities, transportation facilities or water or sewer facilities to serve nonfarm structures 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, CADBs and the SADC are charged with the responsibility, pursuant to N.J.S.A. 4:1C-19, to review the proposed action to determine the its 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, South Jersey Gas (SJG), through its consultants HMI Technical Solutions, submitted a NOI to the Salem CADB and the SADC on January 15, 2021 for the in-kind replacement of an existing natural gas pipeline in Carneys Point and Pilesgrove Townships, Salem County; and

WHEREAS, the proposed 12.75-inch diameter steel pipeline is needed to replace an existing 12-inch South Jersey Gas transmission pipeline which is nearing the end of its useful life; and

WHEREAS, the proposed project is necessary to enhance the reliability and safety of SJG's system for existing customers in the surrounding area; and

WHEREAS, the 4.2-mile pipeline project will extend from the Forest Lane Regulator Station in Carneys Point Township to the Sharptown Road Regulator Station in Pilesgrove Township and has been designed to be placed in State and County road rights-of-ways and on private lands within SJG's pre-existing easements, as shown on Schedule A; and

WHEREAS, SJG's right-of-way extends approximately 13,300 linear feet, or 2.52 miles, within the existing road rights-of-way and 8,900 linear feet, or 1.68 miles, through privately owned land within Salem County's ADA; and

WHEREAS, approximately 4,300 linear feet, or an area of 1.947 acres, of the right-of-way is on Block 24, Lot 11 and Block 25, Lot 6 in Pilesgrove Township which is subject to a USDA-NRCS Agricultural Conservation Easement Program - Grasslands of Special Environmental Significance easement obtained without SADC participation; and

WHEREAS, approximately 1,300 linear feet, or an area of 0.596 acres, of the right-of-way is on the SADC/Harris-Nature Conservancy farm, Block 25, Lots 5 & 8 in Pilesgrove Township, preserved through the SADC's Fee Simple program; and

WHEREAS, SJG's easements predate the 2018 USDA-NRCS easement and the 1990 preservation of the SADC/Harris-Nature Conservancy farm; and

WHEREAS, alternative route options that would avoid the Salem County ADA were identified by SJG's consultants but were found to be impractical given that the project can be accomplished within pre-existing easement areas and public rights-of-way; and

WHEREAS, two proposed temporary staging / laydown areas of approximately 3,750 square feet are proposed on Block 24, Lot 11 and one approximately 3,750 square foot temporary staging / laydown area is proposed on Block 25, Lot 6; all within SJG's existing easement area as identified in Schedule B; and

WHEREAS, one approximately 9,000 square foot temporary staging / laydown area is proposed within SJG's existing easement area on Block 25, Lot 8 of the SADC/Harris-Nature Conservancy farm as identified in Schedule C; and

WHEREAS, the pipeline will be installed via direct bury methods with the exception of known environmentally sensitive areas where HDD technology will be implemented; and

WHEREAS, HMI Technical Solutions submitted an Agricultural Impact Mitigation Plan (AIMP) for the proposed project which describes the methods, approaches and procedures that SJG and its construction subcontractors will utilize during the construction, restoration and operation of the pipeline to minimize impacts on affected agricultural lands; and

WHEREAS, the AIMP notes that the pipeline will have a minimum 4' of cover to allow for the continuance of agricultural operations and will a minimum of 1' of separation between the top of the pipeline and any existing or planned tile drainage; and

WHEREAS, topsoil will be stripped, stockpiled and replaced following construction from any agricultural land to be trenched for the pipeline and for HDD entry and exit pits; and

WHEREAS, for areas such as access roads and staging / laydown areas SJG has agreed to require its construction subcontractors to either place timber matting over the bare ground prior to construction or strip the topsoil and use a geotextile base layer with dense graded aggregate to distribute the weight of machinery to minimize compaction of farmland soils in active agricultural areas within the ADA; and

WHEREAS, where dense graded aggregated is used on active agricultural lands SJG will test for soil compaction and take measures to address subsoil compaction, as necessary, prior to replacement of topsoil; and

WHEREAS, SJG has outlined a process to communicate with landowners and tenant farmers about site-specific agricultural issues, notify them of impending construction activities, and address any questions or concerns and a process to compensate for any crop damage or loss incurred; and

WHEREAS, for all potential sites in the ADA, the pipeline project and the temporary staging / laydown areas have also been designed to allow farmer access to remaining fields during construction and to avoid or minimize impacts to existing buffer areas, surface waters and groundwater aquifers; and

WHEREAS, it is anticipated that the Salem CADB, at a special meeting on April 28, 2021, will also review the project to determine if the proposed action would cause unreasonably adverse effects on preserved farms, the ADA, or State agricultural preservation and development policies; and

WHEREAS, the SADC has reviewed the NOI submitted by SJG and their environmental consultants, met with the Salem CADB staff, and determined that SJG 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.

NOW, THEREFORE, BE IT RESOLVED that the SADC has reviewed the proposed action to determine its effect upon the preservation and enhancement of agriculture in the ADAs, the municipally approved program, and upon overall State agriculture preservation and development policies, and finds that the proposed project as described would not cause unreasonably adverse effects on the preserved farms, ADA or State agricultural preservation and development policies pursuant to N.J.S.A. 4:1C-19, N.J.S.A. 4:1C-25, and N.J.S.A 40:55D-128 for the following reasons:

1. The project is necessary in order to maintain the reliability and safety of SJG's natural gas transmission infrastructure;
2. SJG has taken measures to limit the extent of agricultural land impacted by the project by planning project activities within its existing right-of-way;
3. In addition to soil conservation practices required for Soil Erosion and Sediment Control Plan approval, SJG has agreed to implement measures to address soil compaction on agricultural land within the ADA;
4. SJG has committed to the removal of stone or other fill needed in temporary work areas to maintain preexisting grade and farmable conditions, and otherwise working with landowners and tenant farmers to ensure the future agricultural use of their properties is not inhibited; and



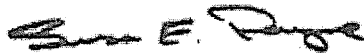
BE IT FURTHER RESOLVED the WHEREAS paragraphs set forth above are incorporated herein by reference; and

BE IT FURTHER RESOLVED that the SADC will work with SJG, the Salem CADB and farmers / landowners to resolve site-specific impacts to farms in the ADA, particularly with respect to soils in agricultural production and surface and subsurface drainage systems, during and after construction; and

BE IT FURTHER RESOLVED that should amendments to the project as described in the NOI be necessary, SJG shall revise and resubmit its NOI so that the Salem CADB and SADC may reconsider their findings in light of any amended project requirements and impacts; 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.

4/22/2021  
Date

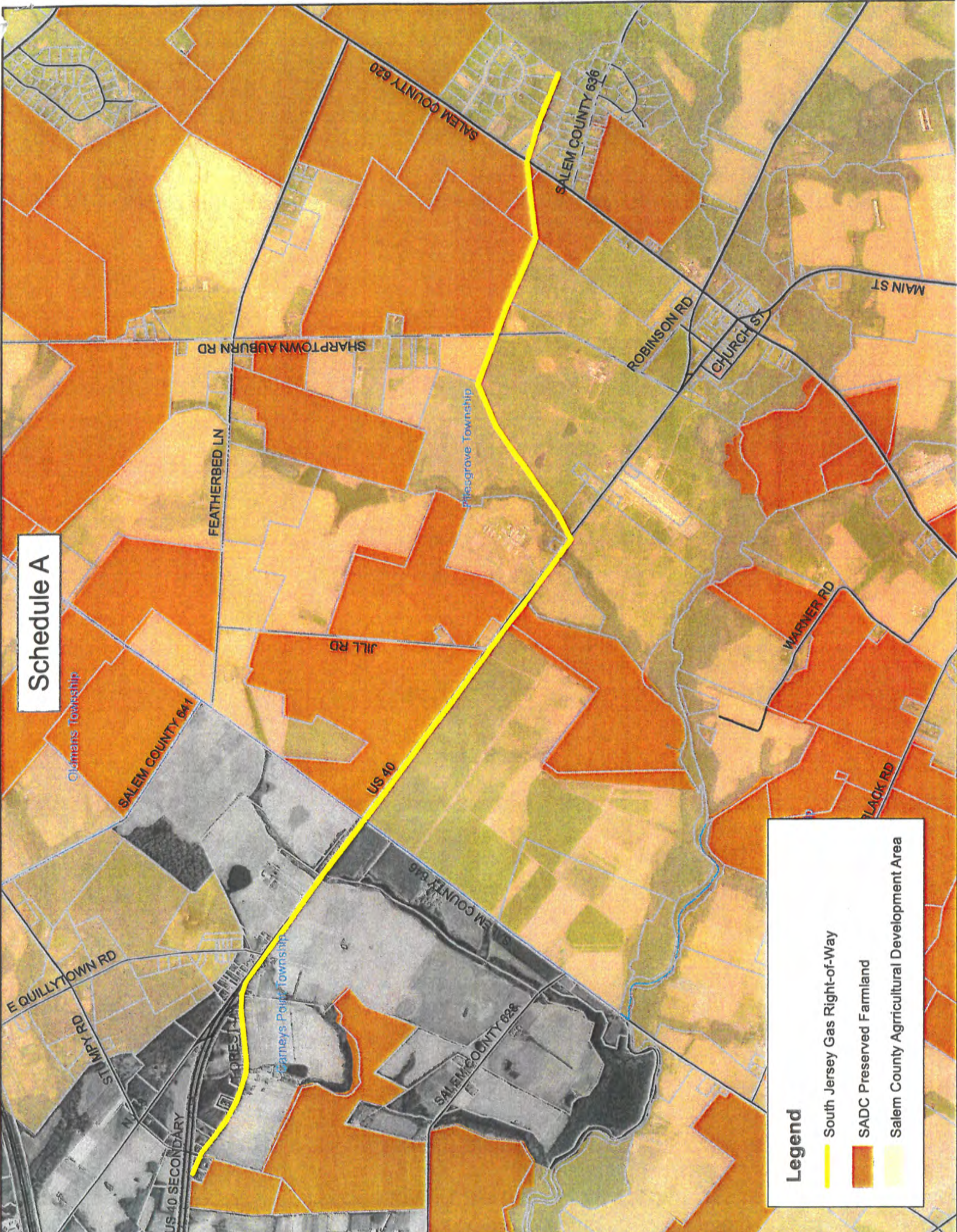


Susan E. Payne, Executive Director  
State Agriculture Development Committee

**VOTE WAS RECORDED AS FOLLOWS:**

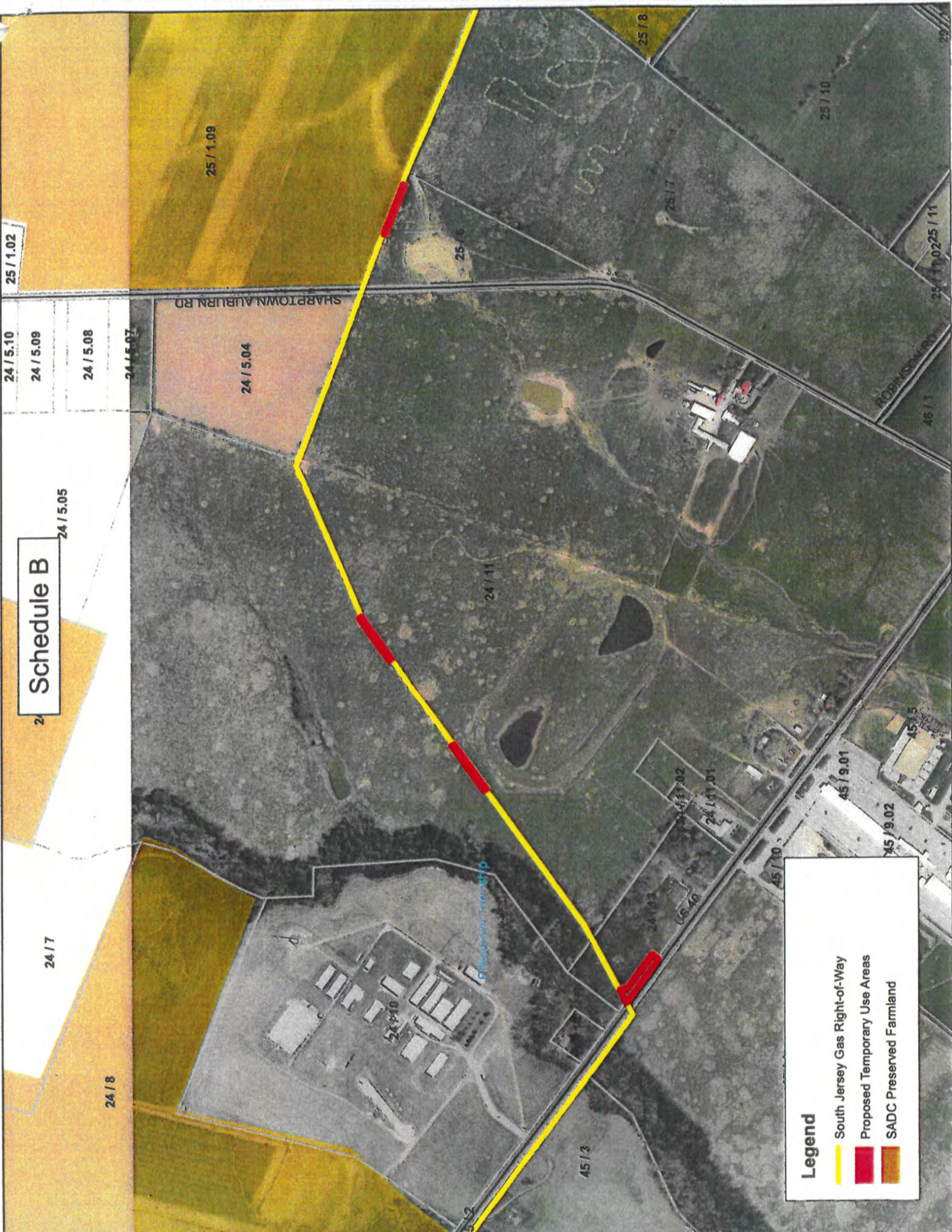
Martin Bullock	YES
Scott Ellis	ABSENT
Denis C. Germano, Esq.	YES
Pete Johnson	YES
Richard Norz	YES
James Waltman	YES
Gina Fischetti (rep. DCA Commissioner Oliver)	YES
Brian Schilling (rep. Executive Dean Goodman)	YES
Ralph Siegel (rep. State Treasurer Muoio)	YES
Renee Jones (rep. DEP Commissioner McCabe)	YES
Douglas Fisher, Chairperson	YES

# Schedule A



## Legend

- South Jersey Gas Right-of-Way
- SADC Preserved Farmland
- Salem County Agricultural Development Area

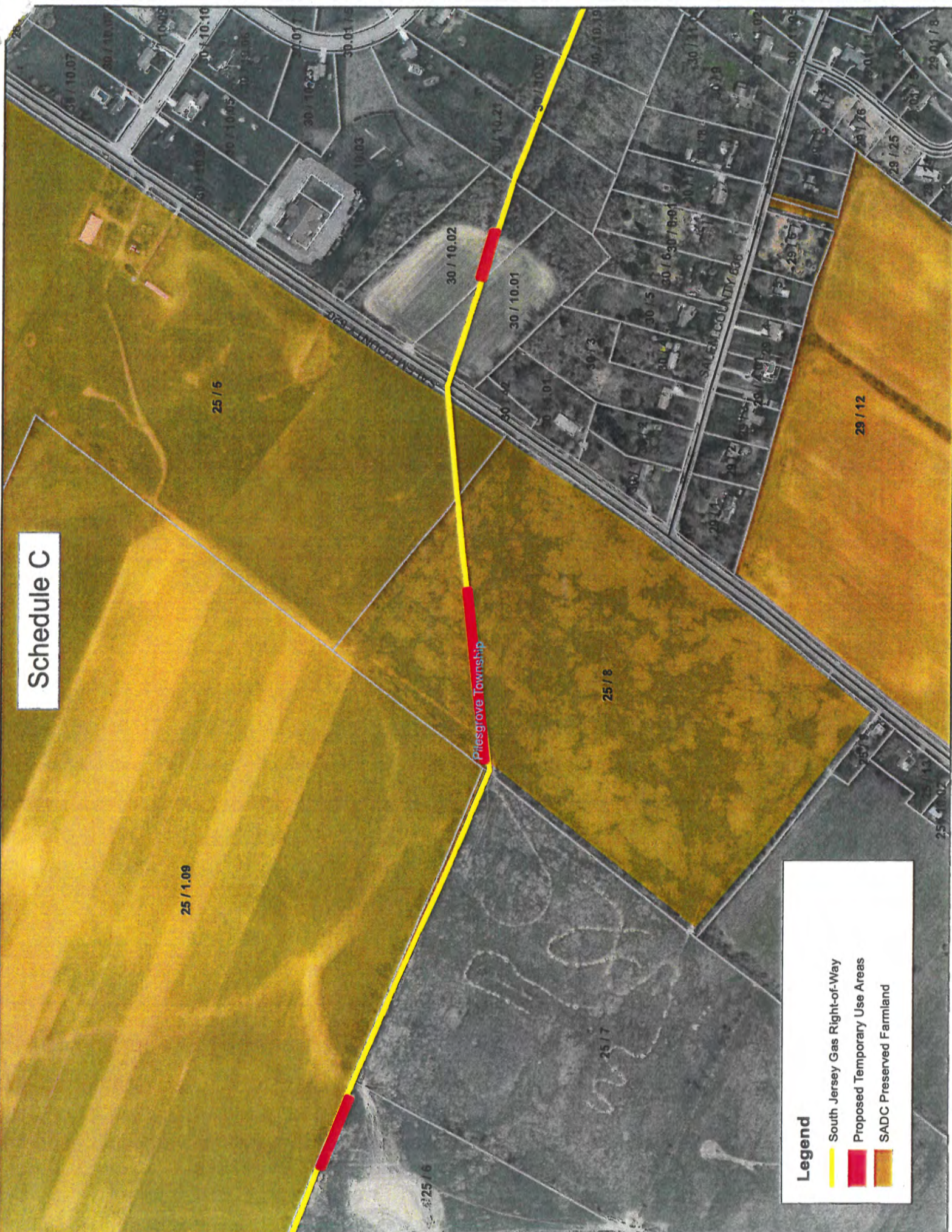


Schedule B

**Legend**

- South Jersey Gas Right-of-Way
- Proposed Temporary Use Areas
- SADC Preserved Farmland

# Schedule C



**Legend**

- South Jersey Gas Right-of-Way
- Proposed Temporary Use Areas
- SADC Preserved Farmland

**STATE AGRICULTURE DEVELOPMENT COMMITTEE  
RESOLUTION FY2021R4(4)  
FINAL REVIEW AND APPROVAL OF A PLANNING INCENTIVE GRANT TO  
MERCER COUNTY  
for the  
PURCHASE OF A DEVELOPMENT EASEMENT  
On the Property of Kerr Ridge Associates (Lot 15 S) ("Owner")  
SADC ID# 11-0183-PG  
Hopewell Township, Mercer County  
N.J.A.C. 2:76-17 et seq.**

**APRIL 22, 2021**

WHEREAS, on August 16, 2019, the SADC received two individual applications for the sale of a development easement from Mercer County; and

WHEREAS, the two individual applications, if approved, would result in the preservation of all of Block 98, Lot 15, which is approximately 139.477 gross survey acres, a targeted parcel located in Mercer County's Project Area; and

WHEREAS, the County requested that the two applications be processed based on the hypothetical condition that the lot had already been divided into two farms (Kerr Ridge Associates (Lot 15 N) and Kerr Ridge Associates (Lot 15 S) prior to preservation; and

WHEREAS, on September 13, 2019, it was determined that the application for the sale of a development easement for the subject farm identified as Block 98, Lot 15S, Hopewell Township, Mercer County, hereinafter referred to as "the Property" (Schedule A) was complete and accurate and satisfied the criteria contained in N.J.A.C. 2:76-17.9(a) and the County has met the County Planning Incentive Grant ("PIG") criteria pursuant to N.J.A.C. 2:76-17.6 - 7; and

WHEREAS, the SADC Green Light Approval acknowledged the hypothetical condition for appraisal purposes, however, the certification of easement value, as well as this final approval, will be conditioned upon the landowners completing the subdivision of Lot 15 without restriction prior to closing, and, the simultaneous preservation of both farms; and

WHEREAS, a division survey for Lot 15 has been prepared and is pending approval by Hopewell Township; the survey depicts Kerr Ridge Associates (Lot 15 N) as new Lot 15.01 containing 70.017 survey acres and Kerr Ridge Associates (Lot 15 S) as new Lot 15.02 containing 69.46 survey acres; and

WHEREAS, there are 2 interior lots (Lots 44 and 46) that are not part of the properties in application for preservation. These lots have pre-existing recorded access along the existing drive from Lafayette Avenue to Bear Tavern Road that is part of Lot 15 S. The only future alteration or improvement of the driveway would have to be for the agricultural use of Lot 15 S; 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 includes one (1), approximately 3.007-acre non-severable exception area for a future single family residential unit and to afford future flexibility for nonagricultural uses resulting in approximately 66.453 net survey acres to be preserved, hereinafter referred to as "the Premises"; and

WHEREAS, Mercer County has requested to further restrict the residential uses of the 3.007-acre non-severable exception area to a maximum livable area which shall not exceed 4,000 square feet of livable area and ancillary structures will not be permitted to exceed 1,500 square feet of space; and

WHEREAS, the 3.007-acre nonseverable exception area:

- 1) Shall not be moved to another portion of the Premises and shall not be swapped with other land
- 2) Shall not be severed or subdivided from the Premises
- 3) Shall be limited to one single family residential unit which shall not exceed 4,000 square feet of livable area and ancillary structures will not be permitted to exceed 1,500 square feet of space; and
- 4) Right-to-Farm language will be included in the Deed of Easement; and

WHEREAS, the Premises includes:

- 1) Zero (0) housing opportunities
- 2) Zero (0) Residual Dwelling Site Opportunities (RDSOs)
- 3) Zero (0) agricultural labor units
- 4) No pre-existing non-agricultural uses; and

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

WHEREAS, the Property has a quality score of 70.92 which exceeds 49, which is 70% of the County's average quality score, as determined by the SADC, at the time the application was submitted by the County; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.11, on May 13, 2020, in accordance with Resolution #FY2020R4(14), Executive Director Payne and Secretary Fisher certified the Development Easement value of \$12,100 per acre based on zoning and environmental regulations in place as of the current valuation date of June 5, 2019; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13 on January 23, 2020, the Mercer County Board of County Commissioners passed a resolution granting final approval and a commitment of funding to the lands owned by Kerr Ridge Associates (Lots 15.01 and 15.02) as well as the lands owned by Kerr Ridge Farm, LLC (Lots 3.02 and Lot 3.04) for \$4,510,000 for the pre-acquisition of the development easement (Schedule B); and

WHEREAS, the purchase of the development easement on Lot 15.02 amounts to approximately \$12,400, which is higher than the certified value, but not higher than the highest appraised value of \$12,400; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.12, the Owners accepted the County's offer for the purchase of the development easements; and

WHEREAS, on December 10, 2020, 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 November 23, 2020, the Hopewell Township Committee approved the 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 August 3, 2020, the Mercer County Agriculture Development Board passed a resolution granting final approval for the development easement acquisition on the Property; and

WHEREAS, the County has requested to encumber an additional 3% buffer for possible final surveyed acreage increases, therefore, 68.446 acres will be utilized to calculate the grant need; and

WHEREAS, if the County decides to purchase the development easement in advance of the SADC grant, the County will request a cost share grant reimbursement from the SADC; and

WHEREAS, the estimated cost share breakdown is as follows (based on 68.446 acres):

	Total	Per/acre
SADC	\$496,917.96	(\$7,260/acre) based on certified value
<u>Mercer County</u>	<u>\$351,812.44</u>	<u>(\$5,140/acre)</u>
Total Easement	\$848,730.40	(\$12,400 /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 County is requesting \$496,917.96 in base grant funding which is available at this time (Schedule C); 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:

1. The WHEREAS paragraphs set forth above are incorporated herein by reference.
2. The SADC grants final approval to provide a cost share grant to the County for the purchase of a development easement on the Premises, comprising approximately 68.446 net easement acres, at a State cost share of \$7,260 per acre, (60% of certified easement value and 58.55% purchase price), for a total grant of approximately \$496,917.96 pursuant to N.J.A.C. 2:76-6.11 and the conditions contained in (Schedule D).
3. The SADC certification of easement value, as well as this final approval, will be conditioned upon the landowners completing the subdivision of Lot 15 without

restriction prior to closing, and the simultaneous preservation of both Lots 15.01 and 15.02.

4. 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 funds).
5. 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.
6. 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 Premises 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, and streams or water bodies on the boundaries as identified in Policy P-3-C.
7. The SADC shall enter into a Grant Agreement with the County in accordance with N.J.A.C. 2:76-6.18.
8. All survey, title and all additional documents required for closing shall be subject to review and approval by the SADC.
9. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey.
10. This action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

4/22/2021

Date



Susan E. Payne, Executive Director

State Agriculture Development Committee

**VOTE WAS RECORDED AS FOLLOWS:**

Martin Bullock	YES
Scott Ellis	ABSENT
Denis C. Germano, Esq.	YES
Pete Johnson	YES
Richard Norz	YES
James Waltman	YES
Gina Fischetti (rep. DCA Commissioner Oliver)	YES
Brian Schilling (rep. Executive Dean Goodman)	YES
Ralph Siegel (rep. State Treasurer Muoio)	RECUSE
Renee Jones (rep. DEP Commissioner McCabe)	YES
Douglas Fisher, Chairperson	YES



# Preserved Farms and Active Applications Within Two Miles



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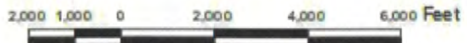
Application within the (PA3) Fringe Area

## FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Kerr Ridge Associates (Lot 15 N - 15.01)  
Block 98 P/O Lot 15 (66.985 ac) & P/O Lot 15-EN (non-severable exception – 3.032 ac)  
Gross Total – 70.017 ac.  
Hopewell Twp. Mercer County

Kerr Ridge Associates (Lot 15 S - 15.02)  
Block 98 P/O Lot 15 (66.453 ac) & P/O Lot 15-EN (non-severable exception – 3.007 ac)  
Gross Total – 69.46 ac.  
Hopewell Twp. Mercer County

- Property in Question
- EN - (Non-severable) Exception
- Preserved Easements
- Transfer Development Rights (TDR) Preserved: Highland, 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

Source:  
NJ Farmland Preservation Program  
Open Acres Conservation Easement Data  
NJDEP/ACDES 2015 Digital Aerial Image

# Project Map

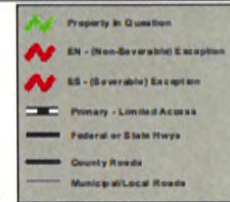


**FARMLAND PRESERVATION PROGRAM  
NJ State Agriculture Development Committee**

Kerr Ridge Associates (Lot 15 S - 15.02)  
Block 98 P/O Lot 15 (66.453 ac) & P/O Lot 15-EN (non-severable exception – 3.007 ac)  
Gross Total – 69.46 ac.  
Hopewell Twp. Mercer County



**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.



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

Date: 10/10/2017

Schedule B



**Kerr Ridge Associates (Lot 15.01 and 15.02)**  
**Kerr Ridge Farm LLC (Lot 3.02 and Lot 3.04)**  
**Hopewell Township, Mercer County**

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

THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY. IT IS NOT A LEGAL DOCUMENT. THE STATE OF NEW JERSEY DOES NOT WARRANT THE ACCURACY OF THIS MAP. THE STATE OF NEW JERSEY DOES NOT WARRANT THE ACCURACY OF THIS MAP. THE STATE OF NEW JERSEY DOES NOT WARRANT THE ACCURACY OF THIS MAP.



State Agriculture Development Committee  
SADC Final Review: Development Easement Purchase

Kerr Ridge Associates (Lot 15 S)  
11- 0183-PG  
County PIG Program  
63 Acres

Block 98	Lot P/O 15	Hopewell Twp.	Mercer County		
<b>SOILS:</b>		Prime	98% *	.15	= 14.70
		Statewide	2% *	.1	= .20
					<b>SOIL SCORE: 14.90</b>
<b>TILLABLE SOILS:</b>		Cropland Harvested	92% *	.15	= 13.80
		Woodlands	8% *	0	= .00
					<b>TILLABLE SOILS SCORE: 13.80</b>
<b>FARM USE:</b>					
	Hay			acres	
	Soybeans-Cash Grain			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 three (3) acres for Future single family residential unit  
Exception is not to be severed from Premises  
Right to Farm language is to be included in Deed of Easement  
Exception is to be limited to one future single family residential unit(s)
  - c. Additional Restrictions:
    1. Mercer County's policy for house size limitations on preserved farms applies to both non-severable exception areas and the easement area. The policy limits new residences to 4,000 square feet of livable space and enclosed structures ancillary to residential use, including attached and detached garages, are limited to 1,500 square feet.
  - d. Additional Conditions:
    1. The certification of easement value, as well as SADC final approval, will be conditioned upon the landowners completing the subdivision of Lot 15 without restriction prior to closing and the simultaneous preservation of both farms.
  - 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 FY2021R4(5)  
FINAL REVIEW AND APPROVAL OF A PLANNING INCENTIVE GRANT TO  
MERCER COUNTY**

**for the  
PURCHASE OF A DEVELOPMENT EASEMENT  
On the Property of Kerr Ridge Associates (Lot 15 N) ("Owner")  
SADC ID# 11-0182-PG  
Hopewell Township, Mercer County  
N.J.A.C. 2:76-17 et seq.**

**APRIL 22, 2021**

WHEREAS, on August 16, 2019 the SADC received two individual applications for the sale of a development easement from Mercer County; and

WHEREAS, the two individual applications, if approved, would result in the preservation of all of Block 98, Lot 15 which is approximately 139.477 gross survey acres, a targeted parcel located in Mercer County's Project Area; and

WHEREAS, the County requested that the two applications be processed based on the hypothetical condition that the Lot had already been divided into two farms (Kerr Ridge Associates (Lot 15 N) and Kerr Ridge Associates (Lot 15 S) prior to preservation; and

WHEREAS, on September 13, 2019, it was determined that the application for the sale of a development easement for the subject farm identified as Block 98, Lot 15N, Hopewell Township, Mercer County, hereinafter referred to as "the Property" (Schedule A) was complete and accurate and satisfied the criteria contained in N.J.A.C. 2:76-17.9(a) and the County has met the County Planning Incentive Grant ("PIG") criteria pursuant to N.J.A.C. 2:76-17.6 - 7; and

WHEREAS, the SADC Green Light Approval acknowledged the hypothetical condition for appraisal purposes, however the certification of easement value, as well as this final approval, will be conditioned upon the landowners completing the subdivision of Lot 15 without restriction prior to closing, and, the simultaneous preservation of both farms; and

WHEREAS, a division survey for Lot 15 has been prepared and is pending approval by Hopewell Township; the survey depicts Kerr Ridge Associates (Lot 15 N) as new Lot 15.01 containing 70.017 survey acres and Kerr Ridge Associates (Lot 15 S) as new Lot 15.02 containing 69.46 survey acres; 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 includes one (1), approximately 3.032-acre nonseverable exception area for a future single family residential unit and to afford future flexibility for nonagricultural uses resulting in approximately 66.985 net survey acres to be preserved, hereinafter referred to as "the Premises"; and

WHEREAS, Mercer County has requested to further restrict the residential uses of the 3.032-acre non-severable exception area to a maximum livable area which shall not exceed 4,000 square feet of livable area and ancillary structures will not be permitted to exceed 1,500 square feet of space; and

WHEREAS, the 3.032-acre nonseverable exception area:

- 1) Shall not be moved to another portion of the Premises and shall not be swapped with other land
- 2) Shall not be severed or subdivided from the Premises
- 3) Shall be limited to one single family residential unit which shall not exceed 4,000 square feet of livable area and ancillary structures will not be permitted to exceed 1,500 square feet of space; and
- 4) Right-to-Farm language will be included in the Deed of Easement; and

WHEREAS, the Premises includes:

- 1) Zero (0) housing opportunities
- 2) Zero (0) Residual Dwelling Site Opportunities (RDSOs)
- 3) Zero (0) agricultural labor units
- 4) No pre-existing non-agricultural uses; and

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

WHEREAS, the SADC Green Light Approval noted area of concern of possible erosion in 2018 aerial imagery, which based on an onsite visit on September 4, 2020, has been remediated and stabilized with vegetation to the SADC's satisfaction (Schedule A); and

WHEREAS, the Property has a quality score of 65.74 which exceeds 49, which is 70% of the County's average quality score, as determined by the SADC, at the time the application was submitted by the County; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.11, on May 13, 2020, in accordance with Resolution #FY2020R4(14), Executive Director Payne and Secretary Fisher certified the Development Easement value of \$12,200 per acre based on zoning and environmental regulations in place as of the current valuation date of June 5, 2019; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13 on January 23, 2020, the Mercer County Board of County Commissioners passed a resolution granting final approval and a commitment of funding to the lands owned by Kerr Ridge Associates (Lots 15.01 and 15.02) as well as the lands owned by Kerr Ridge Farm, LLC (Lots 3.02 and Lot 3.04) for up to \$4,510,000 for the pre-acquisition of the development easement (Schedule B); and

WHEREAS, the purchase of the development easement on Lot 15.01 amounts to approximately \$12,400, which is higher than the certified value, but not higher than the highest appraised value of \$12,400; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.12, the Owners accepted the County's offer for the purchase of the development easements; and

WHEREAS, on December 10, 2020, 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 November 23, 2020, the Hopewell Township Committee approved the 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 August 3, 2020, the Mercer County Agriculture Development Board passed a resolution granting final approval for the development easement acquisition on the Property; and

WHEREAS, the County has requested to encumber an additional 3% buffer for possible final surveyed acreage increases, therefore, 68.995 acres will be utilized to calculate the grant need; and

WHEREAS, if the County decides to purchase the development easement in advance of the SADC grant, the County will request a cost share grant reimbursement from the SADC; and

WHEREAS, the estimated cost share breakdown is as follows (based on 68.995 acres):

	Total	Per/acre
SADC	\$505,043.40	(\$7,320/acre) based on certified value
<u>Mercer County</u>	<u>\$350,494.60</u>	<u>(\$5,080/acre)</u>
Total Easement	\$855,538.00	(\$12,400/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 County is requesting \$505,043.40 in competitive grant funding which is available at this time (Schedule C); 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:

1. The WHEREAS paragraphs set forth above are incorporated herein by reference.
2. The SADC grants final approval to provide a cost share grant to the County for the purchase of a development easement on the Premises, comprising approximately 68.995 net easement acres, at a State cost share of \$7,320 per acre, (60% of certified easement value and 59.03% of purchase price), for a total grant of approximately \$505,043.40 pursuant to N.J.A.C. 2:76-6.11 and the conditions contained in (Schedule D).
3. The SADC certification of easement value, as well as this final approval, will be conditioned upon the landowners completing the subdivision of Lot 15 without restriction prior to closing, and, the simultaneous preservation of both Lots 15.01 and 15.02.
4. The SADC condition regarding the area of concern of possible erosion that was noted in the SADC Green Light Approval is hereby released.



5. 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 funds).
6. 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.
7. 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 Premises 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, and streams or water bodies on the boundaries as identified in Policy P-3-C.
8. The SADC shall enter into a Grant Agreement with the County in accordance with N.J.A.C. 2:76-6.18.
9. All survey, title and all additional documents required for closing shall be subject to review and approval by the SADC.
10. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey.
11. This action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

4/22/2021  
Date



Susan E. Payne, Executive Director  
State Agriculture Development Committee

**VOTE WAS RECORDED AS FOLLOWS:**

Martin Bullock	YES
Scott Ellis	ABSENT
Denis C. Germano, Esq.	YES
Pete Johnson	YES
Richard Norz	YES
James Waltman	YES
Gina Fischetti (rep. DCA Commissioner Oliver)	YES
Brian Schilling (rep. Executive Dean Goodman)	YES
Ralph Siegel (rep. State Treasurer Muoio)	RECUSE
Renee Jones (rep. DEP Commissioner McCabe)	YES
Douglas Fisher, Chairperson	YES

# Preserved Farms and Active Applications Within Two Miles



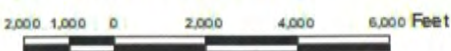
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## FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Kerr Ridge Associates (Lot 15 N - 15.01)  
Block 98 P/O Lot 15 (66.985 ac) & P/O Lot 15-EN (non-severable exception – 3.032 ac)  
Gross Total – 70.017 ac.  
Hopewell Twp. Mercer County

Kerr Ridge Associates (Lot 15 S - 15.02)  
Block 98 P/O Lot 15 (66.453 ac) & P/O Lot 15-EN (non-severable exception – 3.007 ac)  
Gross Total – 69.46 ac.  
Hopewell Twp. Mercer County

	Property in Question
	EN - (Non-Severable) Exception
	Preserved Easements
	Transfer Development Rights (TDR) Preserved: Highlands, Plateaus 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



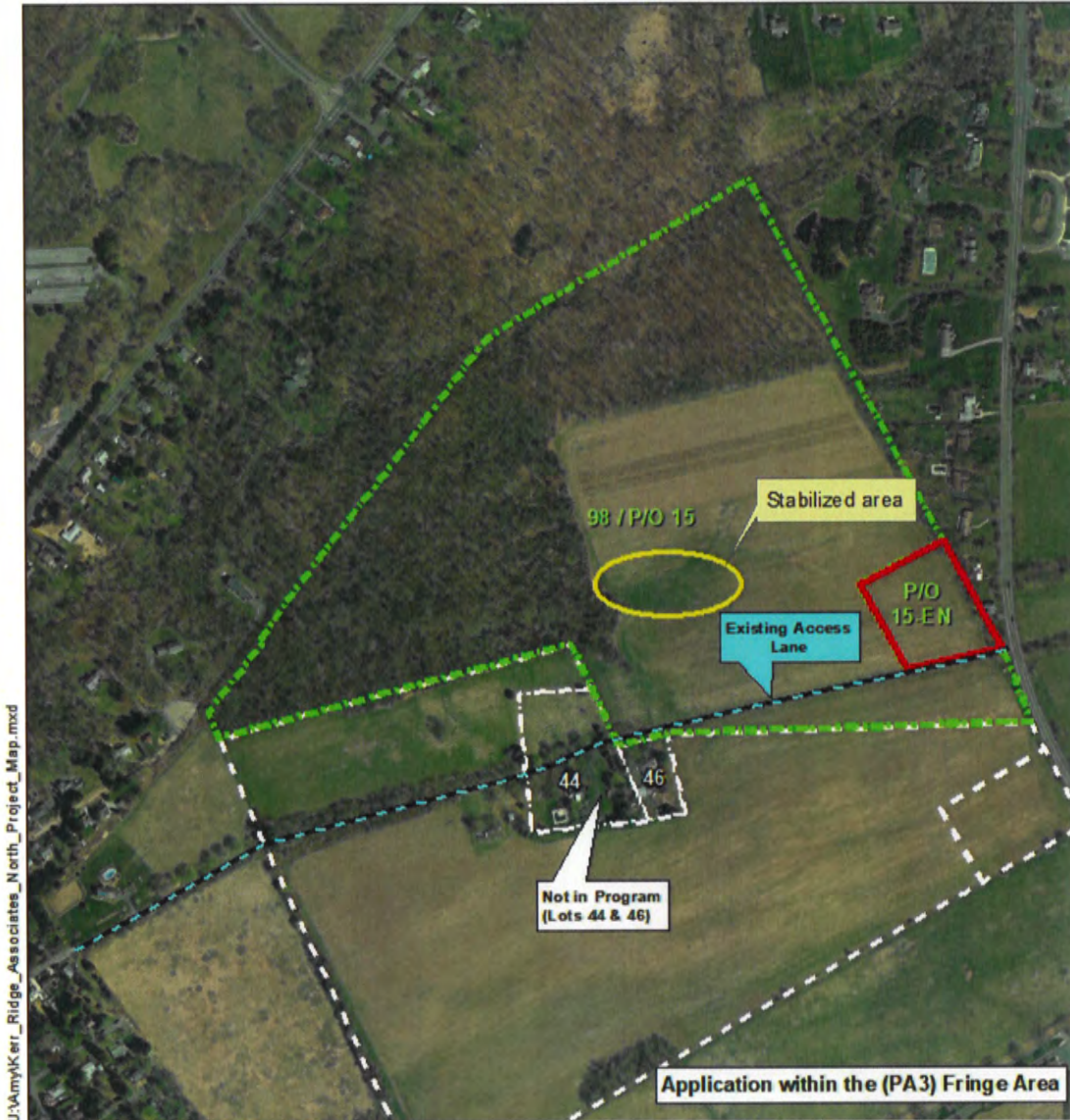
Date: 8/20/2019



**NOTE:**  
This 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.

Source:  
NJ Farmland Preservation Program  
Green Acres Conservation Easement Data  
NJDEP/DCES 2015 Digital Aerial Image

# Project Map



U:\AmyKerr\_Ridge\_Associates\_North\_Project\_Map.mxd

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

Kerr Ridge Associates (Lot 15 N - 15.01)  
 Block 98 P/O Lot 15 (66.985 ac) & P/O Lot 15-EN (non-severable exception – 3.032 ac)  
 Gross Total – 70.017 ac.  
 Hopewell Twp. Mercer County



**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
	Primary - Limited Access
	Federal or State Hwys
	County Roads
	Municipal/Local Roads



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

Date: 2/24/2021

Schedule B



**Kerr Ridge Associates (Lot 15.01 and 15.02)  
 Kerr Ridge Farm LLC (Lot 3.02 and Lot 3.04)  
 Hopewell Township, Mercer County**

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

THIS MAP IS A PRELIMINARY MAP AND IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION SHOWN HEREON. THE STATE AGRICULTURE DEVELOPMENT COMMITTEE AND THE NJ STATE DEPARTMENT OF TREASURY AND REVENUE ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. THE USER OF THIS MAP SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF THE INFORMATION SHOWN HEREON.





State Agriculture Development Committee  
SADC Final Review: Development Easement Purchase

Kerr Ridge Associates (Lot 15 N)  
11- 0182-PG  
County PIG Program  
70 Acres

Block 98	Lot P/O 15	Hopewell Twp.	Mercer County		
<b>SOILS:</b>		Prime	79% *	.15	= 11.85
		Statewide	21% *	.1	= 2.10
					<b>SOIL SCORE: 13.95</b>
<b>TILLABLE SOILS:</b>		Cropland Harvested	47% *	.15	= 7.05
		Woodlands	53% *	0	= .00
					<b>TILLABLE SOILS SCORE: 7.05</b>
<b>FARM USE:</b>	Hay			acres	
	Soybeans-Cash Grain			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 three (3) acres for Future single family residential unit  
Exception is not to be severed from Premises  
Right to Farm language is to be included in Deed of Easement  
Exception is to be limited to one future single family residential unit(s)
  - c. Additional Restrictions:
    1. Mercer County's policy for house size limitations on preserved farms applies to both non-severable exception areas and the easement area. The policy limits new residences to 4,000 square feet of livable space and enclosed structures ancillary to residential use, including attached and detached garages, are limited to 1,500 square feet.
  - d. Additional Conditions:
    1. The certification of easement value, as well as SADC final approval, will be conditioned upon the landowners completing the subdivision of Lot 15 without restriction prior to closing and the simultaneous preservation of both farms.
  - 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 FY2021R4(6)  
FINAL REVIEW AND APPROVAL OF A PLANNING INCENTIVE GRANT TO  
MERCER COUNTY  
for the  
PURCHASE OF A DEVELOPMENT EASEMENT  
On the Property of Kerr Ridge Farm LLC (Lot 3 S) ("Owner")  
SADC ID# 11-0185-PG  
Hopewell Township, Mercer County  
N.J.A.C. 2:76-17 et seq.**

**APRIL 22, 2021**

WHEREAS, on August 16, 2019, the SADC received two individual applications for the sale of a development easement from Mercer County; and

WHEREAS, the two individual applications, if approved, would result in the preservation of all of Block 95, Lot 3, which is approximately 259.001 gross survey acres, a targeted parcel located in Mercer County's Project Area; and

WHEREAS, the County requested that the two applications be processed based on the hypothetical condition that the Lot had already been divided into two farms (Kerr Ridge Farm, LLC (Lot 3 N) and Kerr Ridge Farm LLC (Lot 3 S) prior to preservation; and

WHEREAS, on September 16, 2019, it was determined that the application for the sale of a development easement for the subject farm identified as Block 95, Lot 3 S, Hopewell Township, Mercer County, hereinafter referred to as "the Property" (Schedule A) was complete and accurate and satisfied the criteria contained in N.J.A.C. 2:76-17.9(a) and the County has met the County Planning Incentive Grant ("PIG") criteria pursuant to N.J.A.C. 2:76-17.6 - 7; and

WHEREAS, the SADC Green Light Approval acknowledged the hypothetical condition for appraisal purposes, however the certification of easement value, as well as this final approval, will be conditioned upon the landowners completing the subdivision without restriction prior to closing, and, the simultaneous preservation of both farms; and

WHEREAS, a division survey for Lot 3 has been prepared and is pending approval by Hopewell Township; the survey depicts Kerr Ridge Farm (Lot 3N) as new Lot 3.02 containing 99.342 survey acres <sup>1</sup> and Kerr Ridge Farm LLC (Lot 3 S) as new Lot 3.04 containing 152.604 survey acres; 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 includes one (1), approximately 3.032-acre non-severable exception area for a future single family residential unit and to afford future flexibility for nonagricultural uses and one (1), approximately 28.505-acre non-severable exception area for a public access easement for a trail along the stream corridor, resulting in approximately 121.067 net survey acres to be preserved, hereinafter referred to as "the Premises"; and

WHEREAS, Mercer County has requested to further restrict the residential uses on the 3.032-

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<sup>1</sup> The survey acreage excludes the acreage of the severable exceptions, which will be subdivided.

acre non-severable exception area to a maximum livable area which shall not exceed 4,000 square feet of livable area and ancillary structures will not be permitted to exceed 1,500 square feet of space; and

WHEREAS, the certification of easement value, as well as this final approval, will be conditioned on SADC reviewing the public access easement prior to recording; and

WHEREAS, the 3.032-acre non-severable exception area:

- 1) Shall not be moved to another portion of the Premises and shall not be swapped with other land
- 2) Shall not be severed or subdivided from the Premises
- 3) Shall be limited to one single family residential unit which shall not exceed 4,000 square feet of livable area and ancillary structures will not be permitted to exceed 1,500 square feet of space; and
- 4) Right-to-Farm language will be included in the Deed of Easement; and

WHEREAS, the 28.505-acre non-severable exception area:

- 1) Shall not be moved to another portion of the Premises and shall not be swapped with other land
- 2) Shall not be severed or subdivided from the Premises
- 3) Shall be limited to zero single family residential units; and

WHEREAS, the Premises includes:

- 1) Zero (0) housing opportunities
- 2) Zero (0) Residual Dwelling Site Opportunities (RDSOs)
- 3) Zero (0) agricultural labor units
- 4) No pre-existing non-agricultural uses; and

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

WHEREAS, the Property has a quality score of 65.92 which exceeds 49, which is 70% of the County's average quality score, as determined by the SADC, at the time the application was submitted by the County; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.11, on May 13, 2020, in accordance with Resolution #FY2020R4(14), Executive Director Payne and Secretary Fisher certified the Development Easement value of \$12,000 per acre based on zoning and environmental regulations in place as of the current valuation date of June 5, 2019; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13 on January 23, 2020, the Mercer County Board of County Commissioners passed a resolution granting final approval and a commitment of funding to the lands owned by Kerr Ridge Associates (Lot 15.01 and 15.02) as well as the lands owned by Kerr Ridge Farm LLC (Lot 3.02 and Lot 3.04) for \$4,510,000 or the pre-acquisition of the development easement (Schedule B); and

WHEREAS, the purchase of the development easement on Lot 3.04 amounts to approximately \$12,400, which is higher than the certified value, but not higher than the highest appraised value of \$12,400; and



WHEREAS, pursuant to N.J.A.C. 2:76-17.12, the Owners accepted the County's offer for the purchase of the development easements; and

WHEREAS, on December 10, 2020 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 November 23, 2020, the Hopewell Township Committee approved the 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 August 3, 2020, the Mercer County Agriculture Development Board passed a resolution granting final approval for the development easement acquisition on the Property; and

WHEREAS, the County has requested to encumber an additional 3% buffer for possible final surveyed acreage increases, therefore, 124.699 acres will be utilized to calculate the grant need; and

WHEREAS, if the County decides to purchase the development easement in advance of the SADC grant, the County will request a cost share grant reimbursement from the SADC; and

WHEREAS, the estimated cost share breakdown is as follows (based on 124.699 acres):

	Total	Per/acre
SADC	\$897,832.80	(\$7,200/acre) based on certified value
Mercer County	\$648,434.80	(\$5,200/acre)
Total Easement	\$1,546,267.60	(\$12,400 /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 County is requesting \$746,943.50 in base grant and \$150,889.30 in competitive grant funding which is available at this time (Schedule C); 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:

1. The WHEREAS paragraphs set forth above are incorporated herein by reference.
2. The SADC grants final approval to provide a cost share grant to the County for the purchase of a development easement on the Premises, comprising approximately 124.699 net easement acres, at a State cost share of \$7,200 per acre, (60% of certified easement value and 58.06% of purchase price), for a total grant of approximately \$897,832.80 pursuant to N.J.A.C. 2:76-6.11 and the conditions contained in (Schedule D).

3. The SADC certification of easement value, as well as this final approval, will be conditioned upon the landowners completing the subdivision of Lot 3 without restriction prior to closing, and, the simultaneous preservation of both Lots 3.02 and 3.04.
4. The certification of easement value, as well as this final approval, will be conditioned on SADC reviewing the public access easement prior to recording.
5. 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 funds).
6. 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.
7. 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 Premises 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, and streams or water bodies on the boundaries as identified in Policy P-3-C.
8. The SADC shall enter into a Grant Agreement with the County in accordance with N.J.A.C. 2:76-6.18.
9. All survey, title and all additional documents required for closing shall be subject to review and approval by the SADC.
10. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey.
11. This action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

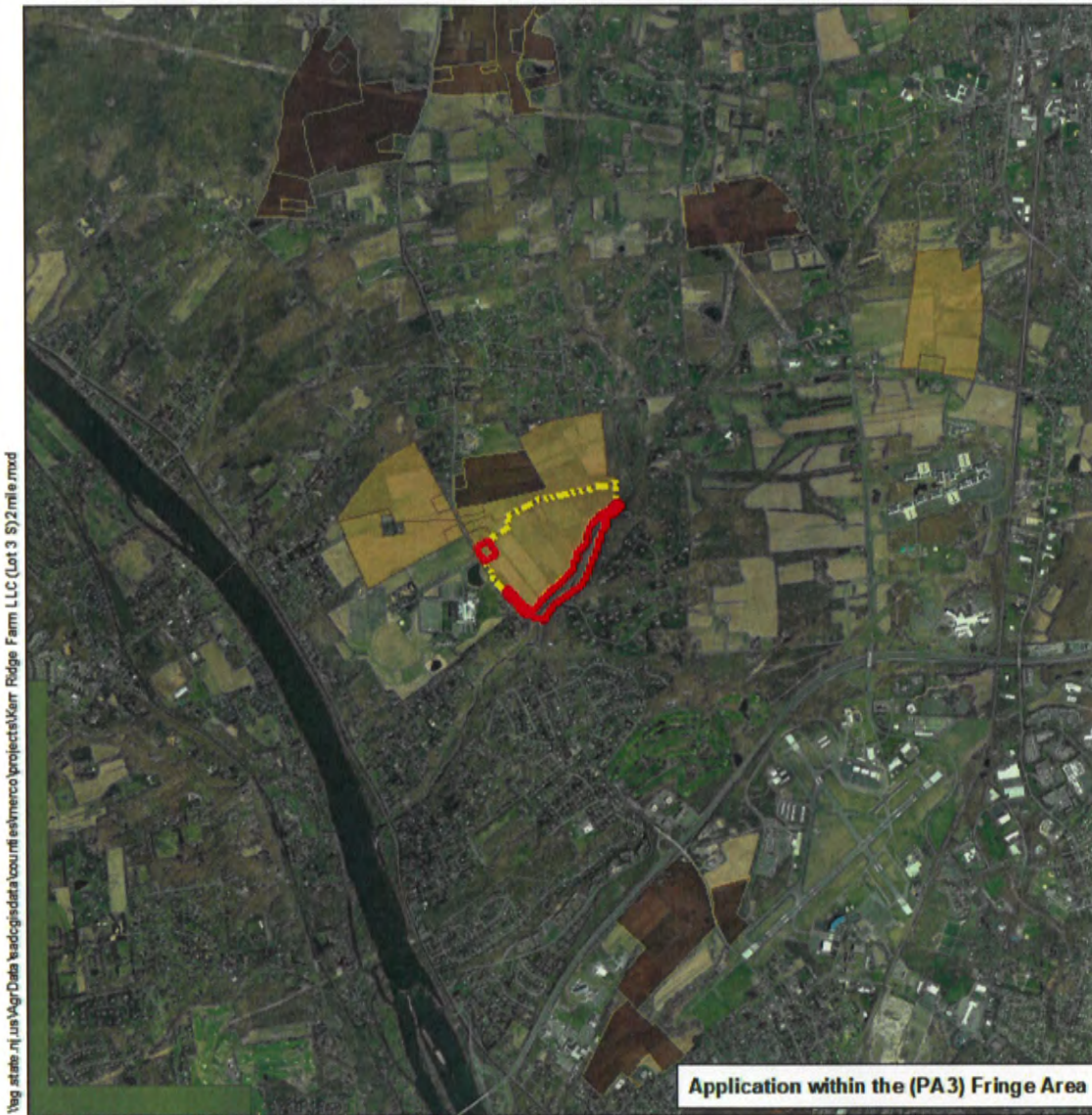
4/22/2021  
Date

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

**VOTE WAS RECORDED AS FOLLOWS:**

Martin Bullock	YES
Scott Ellis	ABSENT
Denis C. Germano, Esq.	YES
Pete Johnson	YES
Richard Norz	YES
James Waltman	YES
Gina Fischetti (rep. DCA Commissioner Oliver)	YES
Brian Schilling (rep. Executive Dean Goodman)	YES
Ralph Siegel (rep. State Treasurer Muoio)	RECUSE
Renee Jones (rep. DEP Commissioner McCabe)	YES
Douglas Fisher, Chairperson	YES

## Preserved Farms and Active Applications Within Two Miles

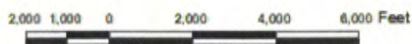


\\vg.state.nj.us\AgrData\headgis\data\courtil\es\merco\projects\Kerr Ridge Farm LLC (Lot 3 S) 2.mile.mxd

Application within the (PA3) Fringe Area

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

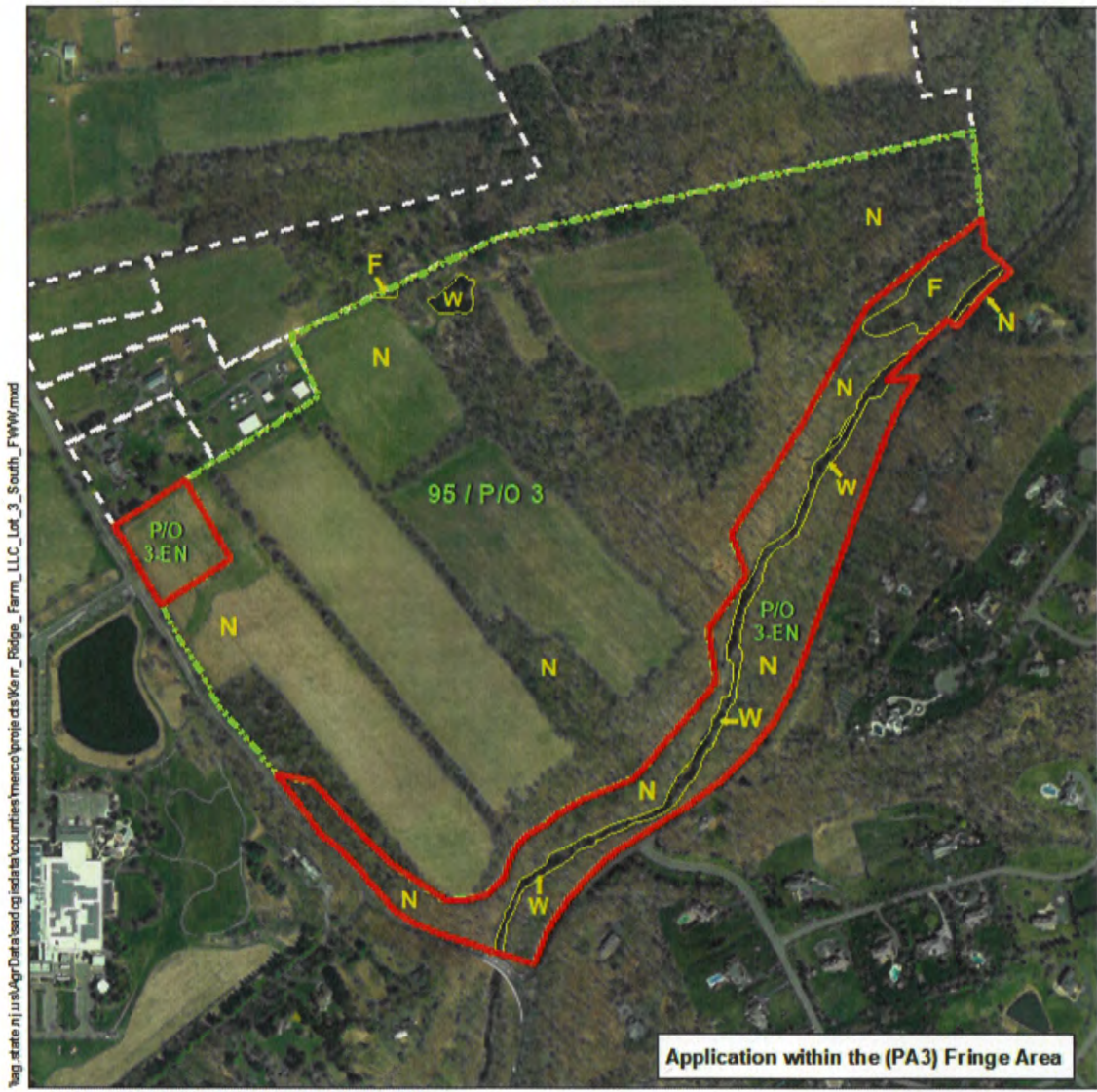
Kerr Ridge Farm LLC (Lot 3 S - 3.04)  
Block 95 P/O Lot 3 (121.067 ac) &  
P/O Lot 3-EN (non-severable exceptions – 3.032 ac & 28.505 ac)  
Gross Total = 152.604 ac  
Hopewell Twp., Mercer County



Sources:  
NJ Farmland Preservation Program  
Green Acres Conservation Easement Data  
Protective Areas Database of the United States (PAD-US)  
NCEM/USGS 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

# Wetlands



kerr\_ridge\_farm\_llc\_lot\_3\_south\_fwmmod

**FARMLAND PRESERVATION PROGRAM**  
**NJ State Agriculture Development Committee**  
 Kerr Ridge Farm LLC (Lot 3 S - 3.04)  
 Block 95 P/O Lot 3 (121.067 ac), P/O Lot 3-EN (non-severable exceptions – 3.032 ac & 28.505 ac)  
 Gross Total = 152.604 ac  
 Hopewell Twp. Mercer County



**Property in Question**

- EN - (Non-Severable) Exception
- ES - (Severable) Exception

**Wetlands Boundaries**

- Primary - Limited Access
- Federal or State Traps
- County Route
- Municipal/Local Route
- Highland (or Former) Designated Grade
- Highland, County and Non-Right Preserved Open Space, State Owned Conservation Easements, & State Owned O&A Recreation Easements



**Wetlands Legend:**  
 F - Freshwater Wetlands  
 M - Wetlands Most at Risk for Agriculture  
 T - Tidal Wetlands  
 S - Shrub Wetlands  
 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 geographic accuracy and precision of the GIS data contained in this file and map shall not be, nor is 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.

**Source:**  
 NJ Farmland Preservation Program  
 Green Acres Conservation Government Data  
 NJDEP Wetlands Data  
 NJ Peninsular Commission POC Data  
 NJ Highlands Council Data  
 NJOTDGIS 2015 Digital Aerial Image

April 8, 2021

Schedule B



**THE LEGEND**

- Red outline: Property boundary
- Green dashed line: Agricultural preservation boundary
- Yellow dashed line: Other boundary
- Blue dashed line: Other boundary
- Orange dashed line: Other boundary
- Black dashed line: Other boundary

**Kerr Ridge Associates (Lot 15.01 and 15.02)  
Kerr Ridge Farm LLC (Lot 3.02 and Lot 3.04)  
Hopewell Township, Mercer County**

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

THIS MAP IS A PRELIMINARY MAP AND IS NOT TO BE USED FOR ANY PURPOSES WITHOUT THE WRITTEN CONSENT OF THE NJ STATE AGRICULTURE DEVELOPMENT COMMITTEE. THE STATE AGRICULTURE DEVELOPMENT COMMITTEE IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS ON THIS MAP. THE STATE AGRICULTURE DEVELOPMENT COMMITTEE IS NOT PROVIDING ANY WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY OF THIS MAP. THE STATE AGRICULTURE DEVELOPMENT COMMITTEE IS NOT PROVIDING ANY WARRANTIES OR REPRESENTATIONS REGARDING THE ACCURACY OF THIS MAP.





State Agriculture Development Committee  
SADC Final Review: Development Easement Purchase

Kerr Ridge Farm, LLC (Lot 3 S)  
11- 0185-PG  
County PIG Program  
125 Acres

Block 95	Lot P/O 3	Hopewell Twp.	Mercer County		
<b>SOILS:</b>		Local	19% *	.05	= .95
		Other	26% *	0	= .00
		Prime	33% *	.15	= 4.95
		Statewide	22% *	.1	= 2.20
					<b>SOIL SCORE: 8.10</b>
<b>TILLABLE SOILS:</b>		Cropland Harvested	57% *	.15	= 8.55
		Other	1% *	0	= .00
		Woodlands	42% *	0	= .00
					<b>TILLABLE SOILS SCORE: 8.55</b>
<b>FARM USE:</b>		Corn-Cash Grain		20 acres	
		Soybeans-Cash Grain		75 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 three (3) acres for future single family residential unit  
Exception is not to be severed from Premises  
Right to Farm language is to be included in Deed of Easement  
Exception is to be limited to one future single family residential unit(s)
    - 2nd (28.5) acres for Public access easement  
Exception is not to be severed from Premises  
Exception is to be limited to zero future single family residential unit(s)
  - c. Additional Restrictions:
    1. Mercer County's policy for house size limitations on preserved farms applies to both non-severable exception areas and the easement area. The policy limits new residences to 4,000 square feet of livable space and enclosed structures ancillary to residential use, including attached and detached garages, are limited to 1,500 square feet.
  - d. Additional Conditions:
    1. The certification of easement value, as well as SADC final approval, will be conditioned upon the landowners completing the subdivision of Lot 3 without restriction prior to closing and the simultaneous preservation of both farms.
    3. The application includes a 28.5-acre nonseverable exception for a public access corridor. It is our understanding from the maps provided the exception area boundary is within a wooded area and therefore any future trail construction would be naturally buffered from the open farm fields with existing vegetation. The SADC will need to review the public access easement prior to recording.

State Agriculture Development Committee  
SADC Final Review: Development Easement Purchase

- 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 FY2021R4(7)  
FINAL REVIEW AND APPROVAL OF A PLANNING INCENTIVE GRANT TO  
MERCER COUNTY  
for the  
PURCHASE OF A DEVELOPMENT EASEMENT  
On the Property of Kerr Ridge Farm LLC (Lot 3 N) (“Owner”)  
SADC ID# 11-0184-PG  
Hopewell Township, Mercer County  
N.J.A.C. 2:76-17 et seq.**

**APRIL 22, 2021**

WHEREAS, on August 16, 2019 the SADC received two individual applications for the sale of a development easement from Mercer County; and

WHEREAS, the two individual applications, if approved, would result in the preservation of all of Block 95, Lot 3 which is approximately 259.001 gross survey acres, a targeted parcel located in Mercer County’s Project Area; and

WHEREAS, the County requested that the two applications be processed based on the hypothetical condition that the Lot had already been divided into two farms (Kerr Ridge Farm LLC (Lot 3 N) and Kerr Ridge Farm LLC (Lot 3 S) prior to preservation; and

WHEREAS, on September 13, 2019 it was determined that the application for the sale of a development easement for the subject farm identified as Block 95, Lot 3 N, Hopewell Township, Mercer County, hereinafter referred to as “the Property” (Schedule A) was complete and accurate and satisfied the criteria contained in N.J.A.C. 2:76-17.9(a) and the County has met the County Planning Incentive Grant (“PIG”) criteria pursuant to N.J.A.C. 2:76-17.6 - 7; and

WHEREAS, the SADC Green Light Approval acknowledged the hypothetical condition for appraisal purposes, however the certification of easement value, as well as this final approval, will be conditioned upon the landowners completing the subdivision without restriction prior to closing, and, the simultaneous preservation of both farms; and

WHEREAS, a division survey for Lot 3 has been prepared and is pending approval by Hopewell Township; the survey depicts Kerr Ridge Farm (Lot 3N) as new Lot 3.02 containing 99.342 survey acres<sup>1</sup> and Kerr Ridge Farm LLC (Lot 3 S) as new Lot 3.04 containing 152.604 survey acres; 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 includes one (1), approximately 3.001-acre severable exception area for a future single family residential unit and to afford future flexibility for nonagricultural uses, now known as Lot 3.01; one (1), approximately 4.054-acre severable exception area for an existing single family residential unit and to afford future flexibility for nonagricultural uses, now known as Lot 3.03; one (1), approximately 7.513-acre non-severable exception area for an existing single family residential unit and to afford future

---

<sup>1</sup> The survey acreage excludes the acreage of the severable exceptions, which will be subdivided.

flexibility for nonagricultural uses, resulting in approximately 91.829 net survey acres to be preserved, hereinafter referred to as "the Premises"; and

WHEREAS, the 3.001-acre severable exception area:

- 1) Shall not be moved to another portion of the Premises and shall not be swapped with other land
- 2) May be severed or subdivided from the Premises
- 3) Shall be limited to one single family residential unit
- 4) Right-to-Farm language will be included in the Deed of Easement; and

WHEREAS, the 4.054-acre severable exception area:

- 1) Shall not be moved to another portion of the Premises and shall not be swapped with other land
- 2) May be severed or subdivided from the Premises
- 3) Shall be limited to one single family residential unit
- 4) Right-to-Farm language will be included in the Deed of Easement; and

WHEREAS, Mercer County has requested to further restrict the residential uses on the 7.513-acre non-severable exception area to a maximum livable area which shall not exceed 4,000 square feet of livable area and ancillary structures will not be permitted to exceed 1,500 square feet of space; and

WHEREAS, the 7.513-acre non-severable exception area:

- 1) Shall not be moved to another portion of the Premises and shall not be swapped with other land
- 2) Shall not be severed or subdivided from the Premises
- 3) Shall be limited to one single family residential unit which shall not exceed 4,000 square feet of livable area and ancillary structures will not be permitted to exceed 1,500 square feet of space; and
- 4) Right-to-Farm language will be included in the Deed of Easement; and

WHEREAS, the Premises includes:

- 1) Zero (0) housing opportunities
- 2) Zero (0) Residual Dwelling Site Opportunities (RDSOs)
- 3) Zero (0) agricultural labor units
- 4) No pre-existing non-agricultural uses; and

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

WHEREAS, the Property has a quality score of 61.94 which exceeds 49, which is 70% of the County's average quality score, as determined by the SADC, at the time the application was submitted by the County; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.11, on May 13, 2020 in accordance with Resolution #FY2020R4(14), Executive Director Payne and Secretary Fisher certified the Development Easement value of \$8,500 per acre based on zoning and environmental regulations in place as of the current valuation date of June 5, 2019; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13 on January 23, 2020, the Mercer County Board of County Commissioners passed a resolution granting final approval and a commitment of funding to the lands owned by Kerr Ridge Associates (Lot 15.01 and 15.02) as well as the lands owned by Kerr Ridge Farm LLC (Lot 3.02 and Lot 3.04) for \$4,510,000 or the pre-acquisition of the development easement (Schedule B); and

WHEREAS, the purchase of the development easement on Lot 3.02 is equal to the certified market value of \$8,500; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.12, the Owners accepted the County's offer for the purchase of the development easements; and

WHEREAS, on December 10, 2020 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 November 23, 2020, the Hopewell Township Committee approved the 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 August 3, 2020, the Mercer County Agriculture Development Board passed a resolution granting final approval for the development easement acquisition on the Property; and

WHEREAS, the County has requested to encumber an additional 3% buffer for possible final surveyed acreage increases, therefore, 94.584 acres will be utilized to calculate the grant need; and

WHEREAS, if the County decides to purchase the development easement in advance of the SADC grant, the County will request a cost share grant reimbursement from the SADC; and

WHEREAS, the estimated cost share breakdown is as follows (based on 94.584 acres):

	Total	Per/acre
SADC	\$487,107.60	(\$5,150/acre) based on certified value
<u>Mercer County</u>	<u>\$316,856.40</u>	<u>(\$3,350/acre)</u>
Total Easement	\$803,964.00	(\$8,500 /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 County is requesting \$487,107.60 in competitive grant funding, which is available at this time (Schedule C); 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:

1. The WHEREAS paragraphs set forth above are incorporated herein by reference.
2. The SADC grants final approval to provide a cost share grant to the County for the purchase of a development easement on the Premises, comprising approximately 94.584 net easement acres, at a State cost share of \$5,150 per acre, (60.59% of certified easement value and purchase price), for a total grant of approximately \$487,107.60 pursuant to N.J.A.C. 2:76-6.11 and the conditions contained in (Schedule D).
3. The SADC certification of easement value, as well as this final approval, will be conditioned upon the landowners completing the subdivision of Lot 3 without restriction prior to closing, and, the simultaneous preservation of both Lots 3.02 and 3.04.
4. 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 funds).
5. 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.
6. 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 Premises 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, and streams or water bodies on the boundaries as identified in Policy P-3-C.
7. The SADC shall enter into a Grant Agreement with the County in accordance with N.J.A.C. 2:76-6.18.
8. All survey, title and all additional documents required for closing shall be subject to review and approval by the SADC.
9. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey.
10. This action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

4/22/2021  
Date

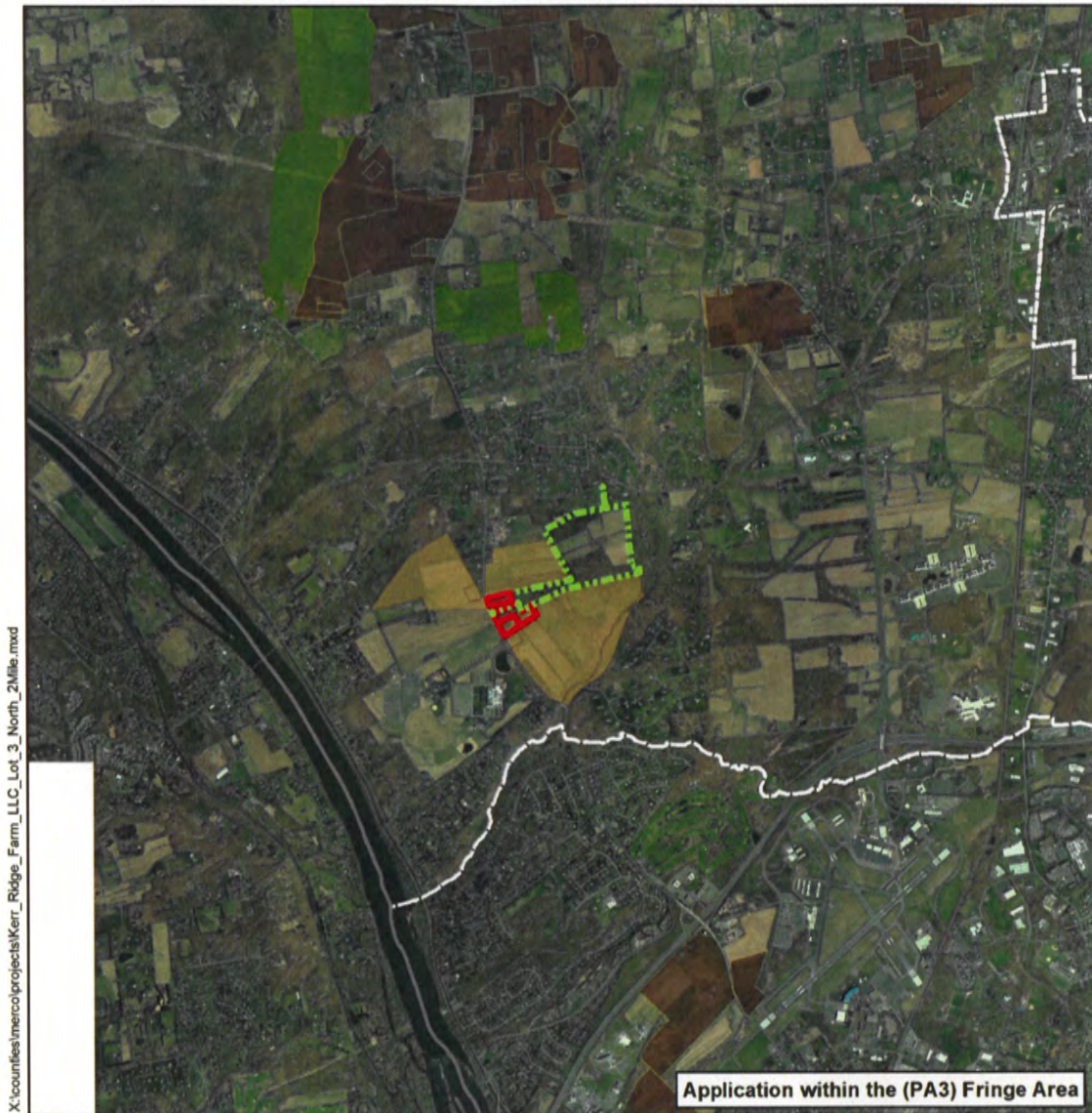
  
\_\_\_\_\_  
Susan E. Payne, Executive Director  
State Agriculture Development Committee

**VOTE WAS RECORDED AS FOLLOWS:**

Martin Bullock	YES
Scott Ellis	ABSENT
Denis C. Germano, Esq.	YES
Pete Johnson	YES
Richard Norz	YES
James Waltman	YES
Gina Fischetti (rep. DCA Commissioner Oliver)	YES
Brian Schilling (rep. Executive Dean Goodman)	YES
Ralph Siegel (rep. State Treasurer Muoio)	RECUSE
Renee Jones (rep. DEP Commissioner McCabe)	YES
Douglas Fisher, Chairperson	YES

[https://sonj.sharepoint.com/sites/AG-SADC-PROD/Farm Documents/11-0184-PG/Acquisition/Final Approval & ROW draft/Kerr \(Lot 3N\) County PIG Final Approval.docx](https://sonj.sharepoint.com/sites/AG-SADC-PROD/Farm Documents/11-0184-PG/Acquisition/Final Approval & ROW draft/Kerr (Lot 3N) County PIG Final Approval.docx)

## Preserved Farms and Active Applications Within Two Miles

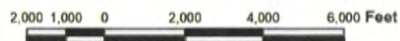


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Application within the (PA3) Fringe Area

### FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Kerr Ridge Farm LLC (Lot 3 N - 3.02)  
Block 95 P/O Lot 3 (91.829 ac), P/O Lot 3-EN (non-severable exception – 7.513 ac)  
& P/O Lot 3-ES (severable exceptions – 7.055 ac)  
Gross Total – 106.397 ac  
Hopewell Twp. Mercer County



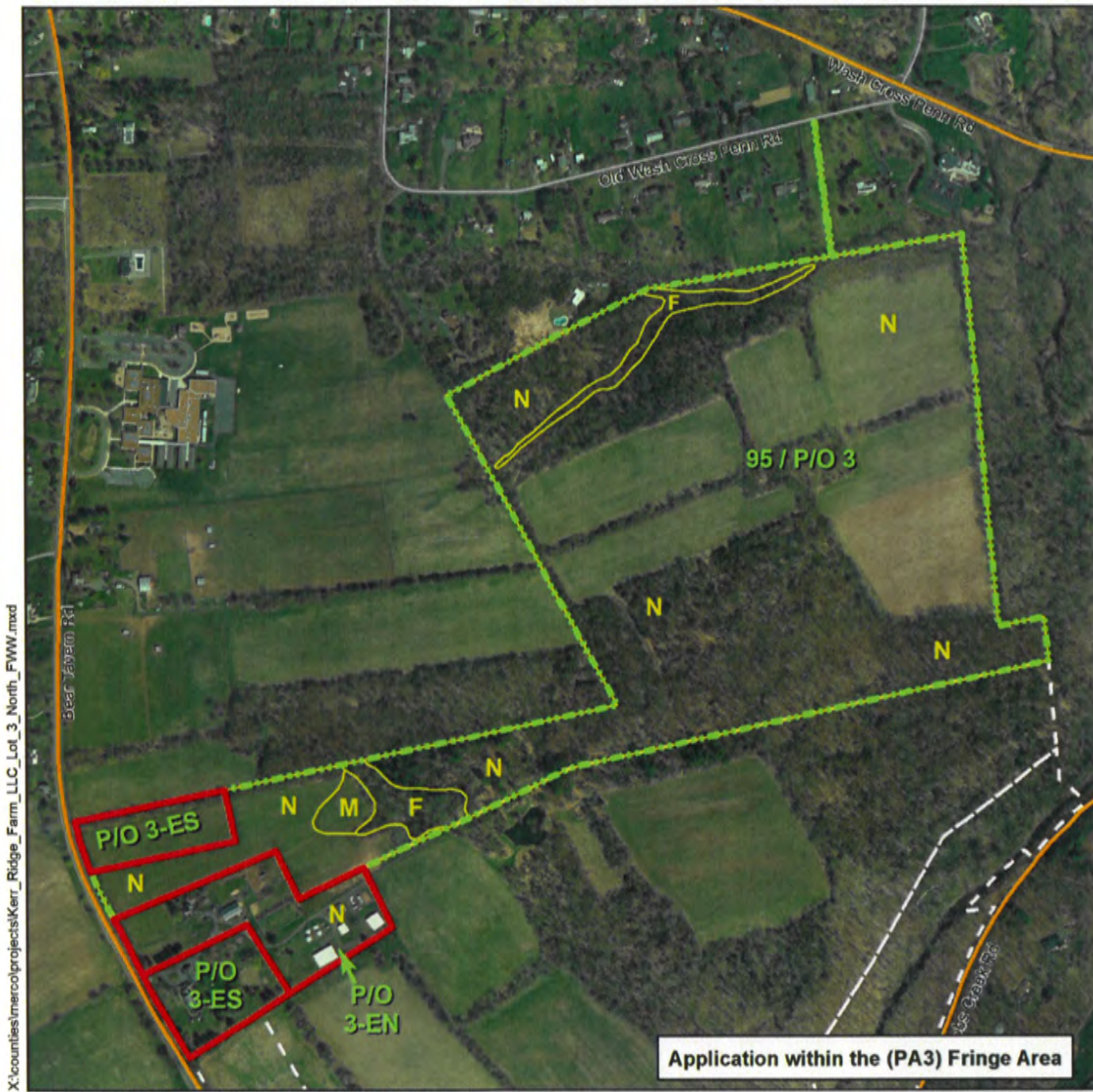
	Property In Question
	EN - (Non-Severable) Exception
	ES - (Severable) Exception
	Preserved Easements
	Transfer Development Rights (TDR) Preserved: Highlands, Pinelands and Municipal
	Active Applications
	County Boundaries
	Municipal Boundaries
	Municipal, County and Non-Profit Preserved Open Space, 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  
NJGIT/IGIS 2015 Digital Aerial Image  
Date: 8/22/2019

# Wetlands



X:\counties\mercer\projects\Kerr\_Ridge\_Farm\_LLC\_Lot\_3\_North\_FWW.mxd

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

Kerr Ridge Farm LLC (Lot 3 N - 3.02)  
Block 95 P/O Lot 3 (91.829 ac), P/O Lot 3-EN (non-severable exception – 7.513 ac)  
& P/O Lot 3-ES (severable exceptions – 7.055 ac)  
Gross Total – 106.397 ac  
Hopewell Twp. Mercer County



- Property in Question
- EN - (Non-Severable) Exception
- ES - (Severable) Exception
- Wetlands Boundaries
- Primary - Limited Access
- Federal or State Highways
- County Roads
- Municipal/Local Roads
- Highlands (or Pinelands) Development Credits
- Municipal, County and Non-Profit Preserved Open Space, State Owned Conserved Landmarks, & State Owned OES & Recreation Estates



**Wetlands Legend:**  
F - Freshwater Wetlands  
M - Wetlands Modified for Agriculture  
T - Tidal Wetlands  
N - Non-Wetlands  
W - Water

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**Sources:**  
NJ Farmland Preservation Program  
Green Acres Conservation Easement Data  
NJDEP Wetlands Data  
NJ Pinelands Commission PDC Data  
NJ Highlands Council Data  
NJOT/OGIS 2015 Digital Aerial Image  
Date: 8/22/2019



DATE: 08/15/2023

15.01  
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**Kerr Ridge Associates (Lot 15.01 and 15.02)  
 Kerr Ridge Farm LLC (Lot 3.02 and Lot 3.04)  
 Hopewell Township, Mercer County**

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

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State Agriculture Development Committee  
SADC Final Review: Development Easement Purchase

Kerr Ridge Farm, LLC (Lot 3 N)  
11- 0184-PG  
County PIG Program  
80 Acres

Block 95	Lot P/O 3	Hopewell Twp.	Mercer County		
<b>SOILS:</b>		Local	2 $\frac{1}{2}$ *	.05	= .10
		Other	7 $\frac{1}{2}$ *	0	= .00
		Prime	53 $\frac{1}{2}$ *	.15	= 7.95
		Statewide	38 $\frac{1}{2}$ *	.1	= 3.80
					<b>SOIL SCORE: 11.85</b>
<b>TILLABLE SOILS:</b>		Cropland Harvested	45 $\frac{1}{2}$ *	.15	= 6.75
		Woodlands	55 $\frac{1}{2}$ *	0	= .00
					<b>TILLABLE SOILS SCORE: 6.75</b>
<b>FARM USE:</b>		Corn-Cash Grain	20 acres		
		Soybeans-Cash Grain	75 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 three (3) acres for future single family residential unit  
Exception is severable  
Right to Farm language is to be included in Deed of Future Lot
    - 2nd four (4) acres for subdivide an existing single family residence  
Exception is severable  
Right to Farm language is to be included in Deed of Future Lot
    - 3rd (7.5) acres for existing single family residence & improvements  
Exception is not to be severed from Premises  
Right to Farm language is to be included in Deed of Easement  
Exception is to be limited to one existing single family residential unit(s)  
Shall be limited to one single family residential unit which shall not exceed 4,000 square feet of livable area and ancillary structures will not be permitted to exceed 1,500 square feet of space
  - c. Additional Restrictions:
    1. Mercer County's policy for house size limitations on preserved farms applies to both non-severable exception areas and the easement area. The policy limits new residences to 4,000 square feet of livable space and enclosed structures ancillary to residential use, including attached and detached garages, are limited to 1,500 square feet.
  - d. Additional Conditions:
    1. The certification of easement value, as well as SADC final approval, will be conditioned upon the landowners completing the subdivision of Lot 3 without restriction prior to closing and the simultaneous preservation of both farms.

State Agriculture Development Committee  
SADC Final Review: Development Easement Purchase

- 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 FY2021R4(8)  
FINAL REVIEW AND APPROVAL OF A PLANNING INCENTIVE GRANT TO  
CUMBERLAND COUNTY  
for the  
PURCHASE OF A DEVELOPMENT EASEMENT  
On the Property of Hitchner, George W. & Terri ("Owners")  
SADC ID#06-0195-PG  
Hopewell Township, Cumberland County  
N.J.A.C. 2:76-17 et seq.**

**APRIL 22, 2021**

WHEREAS, on September 20, 2017, it was determined that the application for the sale of a development easement for the subject farm identified as Block 65, Lot 1, Hopewell Township, Cumberland County, totaling approximately 153 gross acres hereinafter referred to as "the Property" (Schedule A) was complete and accurate and satisfied the criteria contained in N.J.A.C. 2:76-17.9(a) and the County has met the County Planning Incentive Grant ("PIG") criteria pursuant to N.J.A.C. 2:76-17.6 - 7; and

WHEREAS, the Owner read and signed SADC Guidance Documents regarding Exceptions, Division of the Premises, and Non-Agricultural Uses; and

WHEREAS, the targeted Property is located in the County's Shiloh-Hopewell Central Project Area; and

WHEREAS, the Property includes, one (1), approximately 19-acre severable exception area for a the existing single family residential unit and to afford future flexibility for nonagricultural uses resulting in approximately 134 net acres to be preserved, hereinafter referred to as "the Premises"; and

WHEREAS, the 19-acre severable exception area:

- 1) Shall not be moved to another portion of the Premises and shall not be swapped with other land
- 2) May be severed or subdivided from the Premises
- 3) Shall be limited to one existing single family residential unit
- 4) Right-to-Farm language will be included in the Deed of Easement; and

WHEREAS, there is a stream that bisects the Premises and the 19-acre severable exception area, and this final approval is conditioned upon a stream maintenance and irrigation easement, for mutual use and benefit, being recorded prior to closing subject to the review and approval of SADC counsel; and

WHEREAS, the Premises includes:

- 1) Zero (0) housing opportunities
- 2) Zero (0) Residual Dwelling Site Opportunities (RDSO)
- 3) Zero (0) agricultural labor units
- 4) No pre-existing non-agricultural uses; and

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

WHEREAS, the Property has a quality score of 70.67 which exceeds 44, which is 70% of the County's average quality score, as determined by the SADC, at the time the application was submitted by the County; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.11, on September 27, 2018, the SADC certified a development easement value of \$5,400 per acre based on zoning and environmental regulations in place as of the current valuation date April 1, 2018; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.12, the Owner accepted the County's offer of \$5,400 per acre for the purchase of the development easement on the Premises; and

WHEREAS, on January 15, 2021, 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, the County and the landowner agreed to work together to secure any easements needed to access water and/or drainage rights for agricultural purposes through the severable exception a for the benefit of the preserved farm prior to closing; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13, on October 18, 2018, the Hopewell Township Committee approved the 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 November 13, 2018, the Cumberland 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 November 19, 2018, the Board of County Commissioners passed a resolution granting final approval and a commitment of funding for \$1,800 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, 138.02 acres will be utilized to calculate the grant need; and

WHEREAS, the estimated cost share breakdown is as follows (based on 138.02 acres):

	Total	Per/acre
SADC	\$496,872	(\$3,600/acre)
<u>County</u>	<u>\$248,436</u>	<u>(\$1,800/acre)</u>
Total Easement Purchase	\$745,308	(\$5,400/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 County is requesting \$496,872 in 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:

1. The WHEREAS paragraphs set forth above are incorporated herein by reference.
2. The SADC grants final approval to provide a cost share grant to the County for the purchase of a development easement on the Premises, comprising approximately 138.02 net easement acres, at a State cost share of \$3,600 per acre, (66.67% of certified easement value and purchase price), for a total grant of approximately \$496,872 pursuant to N.J.A.C. 2:76-6.11 and the conditions contained in (Schedule C).
3. A stream maintenance and irrigation easement will be recorded prior to closing, subject to the review and approval of SADC counsel.
4. 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 funds).
5. 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.
6. 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 Premises 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, and streams or water bodies on the boundaries as identified in Policy P-3-C.
7. The SADC shall enter into a Grant Agreement with the County in accordance with N.J.A.C. 2:76-6.18.
8. All survey, title and all additional documents required for closing shall be subject to review and approval by the SADC.
9. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey.

10. This action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

4/22/2021  
Date

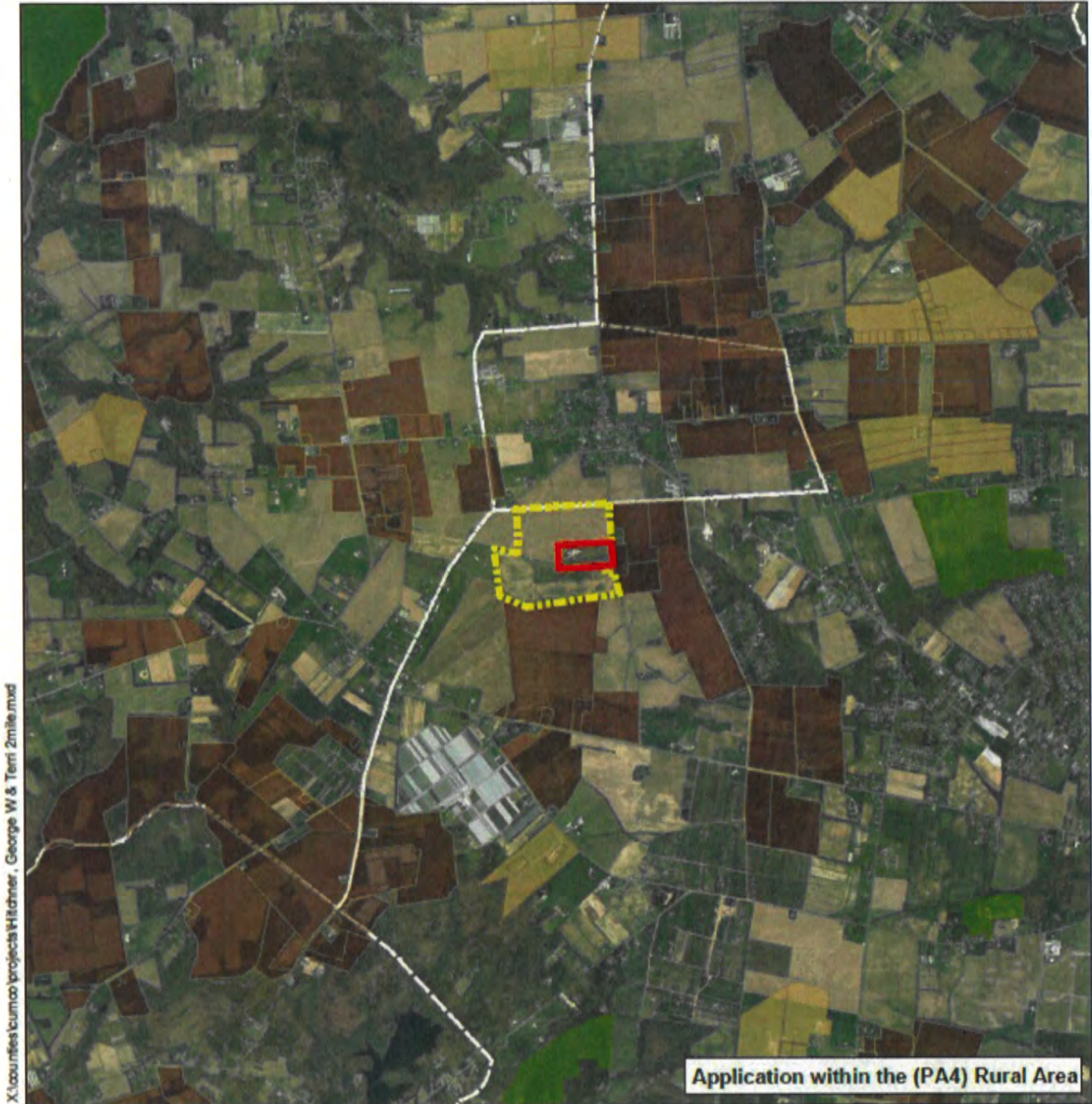


Susan E. Payne, Executive Director  
State Agriculture Development Committee

**VOTE WAS RECORDED AS FOLLOWS:**

Martin Bullock	YES
Scott Ellis	ABSENT
Denis C. Germano, Esq.	YES
Pete Johnson	YES
Richard Norz	YES
James Waltman	YES
Gina Fischetti (rep. DCA Commissioner Oliver)	YES
Brian Schilling (rep. Executive Dean Goodman)	YES
Ralph Siegel (rep. State Treasurer Muoio)	YES
Renee Jones (rep. DEP Commissioner McCabe)	YES
Douglas Fisher, Chairperson	YES

## Preserved Farms and Active Applications Within Two Miles



X:\counties\cumco\projects\Hitchner, George W & Terri 2mile.mxd

Application within the (PA4) Rural Area

### FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Hitchner, George W. and Terri  
Block 65 Lots P/O 1 (134 ac)  
& P/O 1-ES (severable exception - 19.0 ac)  
Gross Total = 153 ac  
Hopewell Twp., Cumberland 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 ORS & 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.

Source:  
NJ Farmland Preservation Program  
Green Acres Conservation Easement Data  
NJOTADIS 2015 Digital Aerial Image

May 17, 2018



# Wetlands



Application within the (PA 4) Rural Area

## FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Hitchner, George W. and Terri  
Block 65 Lots P/O 1 (131.0 ac)  
& P/O 1-ES (severable exception - 14.8 ac)  
Gross Total = 145.8 ac  
Hopewell Twp., Cumberland County



Source:  
N- Farm and Preservation Program  
Grain Areas Conservation Easement Data  
NJDEP Wetlands Data  
NJOTROGIS 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 geographical location of parcels 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.

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

**Wetlands Legend:**  
E - Freshwater Wetlands  
L - Linear Wetlands  
M - Wetlands Modified For Agriculture  
T - Total Wetlands  
N - Non-Wetlands  
B - 300' Buffer  
W - Water



State Agriculture Development Committee  
SADC Final Review: Development Easement Purchase

Hitchner, George W. & Terri  
06- 0195-PG  
County PIG Program  
127 Acres

Block 65	Lot 1	Hopewell Twp.	Cumberland County	
<b>SOILS:</b>		Other	2% * 0	- .00
		Prime	69% * .15	- 10.35
		Statewide	29% * .1	- 2.90
				<b>SOIL SCORE: 13.25</b>
<b>TILLABLE SOILS:</b>		Cropland Harvested	98% * .15	- 14.70
		Other	2% * 0	- .00
				<b>TILLABLE SOILS SCORE: 14.70</b>
<b>FARM USE:</b>		Corn-Cash Grain	53 acres	
		Hay	11 acres	
		Soybeans-Cash Grain	41 acres	
		Vegetable & Melons	acres	tomatoes

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 nineteen (19) acres for Existing single family residence
    - Exception is severable
    - Exception is to be limited to one 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
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 #FY2021R4(9)  
Final Review and Approval OF AN SADC Easement Purchase**

**On the Property of Gardener, Richard D.**

**APRIL 22, 2021**

Subject Property: **Gardner, Richard D.**  
Block 48, Lot 12.01 & 14  
Franklin Township, Warren County  
SADC ID#: 21-0077-DE  
Approximately 97.1 Net Easement Acres

WHEREAS, on March 31, 2020, the State Agriculture Development Committee ("SADC") received a development easement sale application from Gardener, Richard D., hereinafter "Owner," identified as Block 48, Lot 12.01 & 14, Franklin Township, Warren County, hereinafter "the Property," totaling approximately 105.1 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 Owner has read and signed SADC Guidance Documents regarding Exceptions, Division of the Premises, and Non-Agricultural Uses; and

WHEREAS, the Property includes two (2) exception areas, one (1), approximately 2-acre non-severable exception area for one existing and one future single family residential unit and to afford future flexibility for nonagricultural uses, and one (1), approximately 6-acre severable exception for a future single family residential unit, resulting in approximately 97.1 net acres to be preserved, hereinafter referred to as "the Premises"; and

WHEREAS, the two (2)-acre non-severable exception area:

- 1) Shall not be moved to another portion of the Premises and shall not be swapped with other land
- 2) Shall not be severed or subdivided from the Premises
- 3) Shall be limited to two (2) single family residential units
- 4) Right-to-Farm language will be included in the Deed of Easement; and

WHEREAS, the six (6)-acre severable exception area:

- 1) Shall not be moved to another portion of the Premises and shall not be swapped with other land
- 2) May be severed or subdivided from the Premises
- 3) Shall be limited to one (1) single family residential unit
- 4) Right-to-Farm language will be included in the Deed of Easement; and

WHEREAS, the Premises outside the exception area includes:

- 1) Zero (0) Housing opportunities
- 2) Zero (0) Residual Dwelling Site Opportunity (RDSO)
- 3) Zero (0) agricultural labor units
- 4) No pre-existing non-agricultural uses; and

WHEREAS, at the time of application, the Property was in corn, hay, soybeans and rye, chicken and cattle 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 September 26, 2019, which categorized applications into "Priority", "Alternate" and "Other" groups; and

WHEREAS, SADC staff determined that the Property meets the SADC's "Priority" category for Warren County (minimum acreage of 60 and minimum quality score of 57) because it is approximately 97.1 acres and has a quality score of 70.82; and

WHEREAS, the Owner provided a recorded deed showing that the property has been in the immediate family since 1956; therefore, the property is eligible for, and must be appraised under, zoning and environmental conditions in place as of 01/01/2004 for farms in the Highlands region pursuant to N.J.S.A. 13:8B, as amended by the "Preserve New Jersey Act," P.L.2015, c.5; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.11, on August 25, 2020 in accordance with Resolution #FY2020R4(14), Executive Director Payne and Secretary Fisher certified the Development Easement value of \$4,600 per acre based on zoning and environmental regulations in place as of January 1, 2004, and \$4,400 per acre based on zoning and environmental regulations in place as of the current valuation date June 26, 2020; and

WHEREAS, the Owners accepted the SADC's offer of \$4,600 per acre for the purchase of the development easement on the Premises; 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:

1. The WHEREAS paragraphs are incorporated herein by reference.

2. The SADC grants final approval for its acquisition of the development easement at a value of \$4,600 per acre for a total of approximately \$446,660 subject to the conditions contained in (Schedule B).
3. 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 Premises 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.
4. Contracts and closing documents shall be prepared subject to review by the Office of the Attorney General.
5. 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.
6. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey.
7. This action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

4/22/2021

Date



Susan E. Payne, Executive Director  
State Agriculture Development Committee

**VOTE WAS RECORDED AS FOLLOWS:**

Martin Bullock	YES
Scott Ellis	ABSENT
Denis C. Germano, Esq.	YES
Pete Johnson	YES
Richard Norz	YES
James Waltman	YES
Gina Fischetti (rep. DCA Commissioner Oliver)	YES
Brian Schilling (rep. Executive Dean Goodman)	YES
Ralph Siegel (rep. State Treasurer Muoio)	YES
Renee Jones (rep. DEP Commissioner McCabe)	YES
Douglas Fisher, Chairperson	YES

## Preserved Farms and Active Applications Within Two Miles



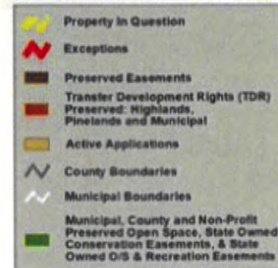
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### FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Gardner, Richard D.  
Block 48 Lots 12.01 (8.3 ac) & P/O 14 (88.8 ac);  
P/O 14-ES (severable exception - 6.0 ac) and  
P/O 14-EN (non-severable exception - 2.0 ac)  
Gross Total = 105.1 ac  
Franklin Twp., Warren 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  
Protected Areas Database of the United States (PAD-US)  
NAOIT/DOGI 2015 Digital Aerial Image

March 31, 2020

# Wetlands



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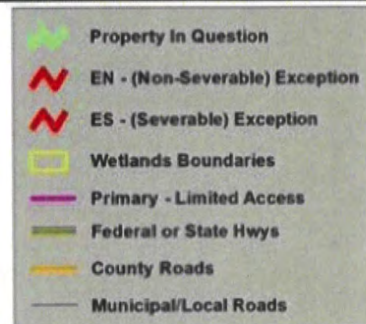
## FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Gardner, Richard D.  
Block 48 Lots 12.01 (8.3 ac) & P/O 14 (88.8 ac);  
P/O 14-ES (severable exception - 6.0 ac) and  
P/O 14-EN (non-severable exception - 2.0 ac)  
Gross Total = 105.1 ac  
Franklin Twp., Warren County



Sources:  
NJ Farmland Preservation Program  
Green Acres Conservation Easement Data  
Protected Areas Database of the United States (PAD-US)  
NJDEP Wetlands Data  
NJ Highlands Council Data  
NOAA/Coast 2015 Digital Aerial Image

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

March 31, 2020



State Agriculture Development Committee  
SADC Final Review: Development Easement Purchase

Gardner, Richard D.  
Easement Purchase - SADC  
97 Acres

Block 48	Lot 14	Franklin Twp.	Warren County		
Block 48	Lot 12.01	Franklin Twp.	Warren County		
<b>SOILS:</b>		Other	21%	*	0 = .00
		Prime	75%	*	.15 = 11.25
		Statewide	4%	*	.1 = .40
			<b>SOIL SCORE:</b>		<b>11.65</b>
<b>TILLABLE SOILS:</b>		Cropland Harvested	85%	*	.15 = 12.75
		Woodlands	15%	*	0 = .00
			<b>TILLABLE SOILS SCORE:</b>		<b>12.75</b>
<b>FARM USE:</b>		Beef Cattle Feedlots	40	acres	
		Poultry & Eggs	40	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 six (6) acres for Future single family residence  
Exception is severable  
Right to Farm language is to be included in Deed of Future Lot  
Exception is to be limited to one existing single family residential unit(s)
    - 2nd two (2) acres for existing single family residence & improvements  
Exception is not to be severable from Premises  
Right to Farm language is to be included in Deed of Easement  
exception will be limited to 2 single family residences
  - 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 #FY2021R4(10)  
FINAL REVIEW AND APPROVAL OF AN SADC EASEMENT PURCHASE**

**On the Property of Mitchell, Paul & Vouletti**

**APRIL 22, 2021**

Subject Property: Mitchell, Paul & Vouletti  
Block 39, Lots 2 & 27, Kingwood Township, Hunterdon County  
SADC ID# 10-0278-DE  
Approximately 72.8 Net Easement Acres

WHEREAS, on September 22, 2020, the State Agriculture Development Committee ("SADC") received a development easement sale application from Paul & Vouletti Mitchell, hereinafter "Owners," identified as Block 39, Lots 2 and 27, Kingwood Township, Hunterdon County, hereinafter "the Property," totaling approximately 75.3 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 preservation of Lot 27 is contingent on obtaining permanent, recorded legal access over Block 39, Lot 3.03 to Lot 27; the landowner of Lot 3.03 (Oertle, David & Lisa, SADC ID#10-0274-DE) has agreed and the access easement has been approved by SADC counsel and will be recorded at the closing on the farmland Deed of Easement on Lot 3.03, which is anticipated to close before the end of April 2021; 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 includes one (1), approximately 2.5 acre non-severable exception area for the existing single family residential unit and to afford future flexibility for nonagricultural uses resulting in approximately 72.8 net acres to be preserved, hereinafter referred to as "the Premises"; and

WHEREAS, the 2.5-acre nonseverable exception area:

- 1) Shall not be moved to another portion of the Premises and shall not be swapped with other land
- 2) Shall not be severed or subdivided from the Premises
- 3) Shall be limited to two (2) single family residential unit
- 4) Right-to-Farm language will be included in the Deed of Easement; and

WHEREAS, the Premises outside the exception area includes:

- 1) Zero (0) housing opportunities

- 2) Zero (0) Residual Dwelling Site Opportunity (RDSO)
- 3) Zero (0) agricultural labor units
- 4) No pre-existing non-agricultural uses; and

WHEREAS, at the time of application, the Property was in hay 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 September 26, 2019, 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 47 and minimum quality score of 58) because it is approximately 75.3 acres and has a quality score of 61.05; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.11, On March 24, 2021, in accordance with Resolution #FY2020R4(14), Executive Director Payne and Secretary Fisher certified the Development Easement value of \$3,600 per acre based on zoning and environmental regulations in place as of the current valuation date January 13, 2021; and

WHEREAS, the Owners accepted the SADC's offer of \$3,600 acre for the purchase of the development easement on the Premises; 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:

1. The WHEREAS paragraphs are incorporated herein by reference.
2. The SADC grants final approval for its acquisition of the development easement at a value of \$3,600 per acre for a total of approximately \$262,080 subject to the conditions contained in (Schedule B).
3. 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 Premises 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.

4. Contracts and closing documents shall be prepared subject to review by the Office of the Attorney General.
5. 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.
6. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey.
7. This action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

4/22/2021  
Date

  
Susan E. Payne, Executive Director  
State Agriculture Development Committee

**VOTE WAS RECORDED AS FOLLOWS:**

Martin Bullock	YES
Scott Ellis	ABSENT
Denis C. Germano, Esq.	YES
Pete Johnson	YES
Richard Norz	YES
James Waltman	YES
Gina Fischetti (rep. DCA Commissioner Oliver)	YES
Brian Schilling (rep. Executive Dean Goodman)	YES
Ralph Siegel (rep. State Treasurer Muoio)	YES
Renee Jones (rep. DEP Commissioner McCabe)	YES
Douglas Fisher, Chairperson	YES

Schedule A

# Preserved Farms and Active Applications Within Two Miles

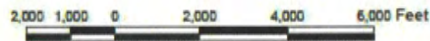


Application within both the (PA4) Rural and the (PA5) Env Sens Areas

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## FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Mitchell, Paul & Vouletti  
Block 39 Lots 27 (12.1 ac); P/O 2 (60.7 ac);  
P/O 2-EN (non-severable exception - 2.5 ac)  
Gross Total = 75.3 ac  
Kingwood Twp., Hunterdon County



- Property in Question
- Exceptions
- 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  
Protected Areas Database of the United States (PAD-US)  
NJOT/OGIS 2015 Digital Aerial Image

November 5, 2020

# Wetlands



## FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Mitchell, Paul & Vouletti  
Block 39 Lots 27 (12.1 ac); P/O 2 (60.7 ac);  
P/O 2-EN (non-severable exception - 2.5 ac)  
Gross Total = 75.3 ac  
Kingwood Twp., Hunterdon County



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

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

November 5, 2020

State Agriculture Development Committee  
SADC Final Review: Development Easement Purchase

Mitchell, Paul & Vouletti  
Easement Purchase - SADC  
73 Acres

Block 39	Lot 27	Kingwood Twp.	Hunterdon County	
Block 39	Lot 2	Kingwood Twp.	Hunterdon County	
<b>SOILS:</b>		Other	35% * 0	= .00
		Prime	7% * .15	= 1.05
		Statewide	58% * .1	= 5.80
				<b>SOIL SCORE: 6.85</b>
<b>TILLABLE SOILS:</b>		Cropland Harvested	48% * .15	= 7.20
		Woodlands	52% * 0	= .00
				<b>TILLABLE SOILS SCORE: 7.20</b>
<b>FARM USE:</b>		Hay	31 acres	
		Horse & Other Equine	13 acres	pasture

**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 (2.5) acres for 2 SFR  
Exception is not to be severable from Premises  
Exception is to be limited to two existing single family residential unit(s) and zero 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 FY2021R4(11)**

**Fee Simple Transfer Approval – Nonprofit Program**

**Muckshaw Preserve  
(Ridge and Valley Conservancy to the Foodshed Alliance)**

**April 22, 2021**

**Subject Properties:**      **Block 1001, Lot 30**  
                                 **Fredon Township, Sussex County**  
                                 **Block 153, Lots 33 and 33.01**  
                                 **Andover Township, Sussex County**  
                                 **197.864 Acres**  
                                 **(Parcel A)**

**Block 801, Lot 33**  
                                 **Block 1001, Lot. 1.01**  
                                 **Fredon Township, Sussex County**  
                                 **132.099 Acres**  
                                 **(Parcel B)**

WHEREAS, Ridge and Valley Conservancy (RVC) is the owner of the following properties located in Sussex County Block 1001, Lot 30 Fredon Township, and Block 153, Lots 33 and 33.01 Andover Township (Parcel A) and Block 801, Lot 33 and Block 1001, Lot 1.01 Fredon Township (Parcel B) (Schedule A);

WHEREAS, a development easement on Parcel A was conveyed to the SADC pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq. (ARDA) by Deed of Easement dated March 26, 2001 (Schedule B-1, B-2); and

WHEREAS, a development easement on Parcel B was conveyed to the SADC pursuant to ARDA by Deed of Easement dated April 25, 2002 (Schedule C-1, C-2); and

WHEREAS, paragraph 23 through 26 in both Deeds of Easement set forth obligations on property interest transfers; and

WHEREAS, under paragraph 24 in both Deeds of Easement, the grantor shall not sell, lease, exchange or donate the land unless: (a) the land will continue to be maintained for agricultural use and production; (b) the SADC is notified the restricted farm is being offered for sale; and (c) the SADC approves the transfer in writing prior to the grantor's offering for conveyance of any of its interest in the land; and

WHEREAS, RVC intends to convey its fee simple interest in Parcels A and B to the Foodshed Alliance, Inc. (Foodshed Alliance); and

WHEREAS, RVC is currently under a lease with the Foodshed Alliance for the purpose of implementing its Sustainable Agriculture Enterprise (SAGe) project on Parcels A and B pursuant to its solicitation of applications for interested farmers (Schedule D); and

WHEREAS, under the SAGe project, the Foodshed Alliance has subleased seven individual plots to sustainable farm businesses at affordable rates; and

WHEREAS, SADC staff has reviewed the proposed fee transfer deed from RVC to the Foodshed Alliance and the six subleases between the Foodshed Alliance and its tenants; and

WHEREAS, under paragraph 25 in both Deeds of Easement, the grantor agrees to pay SADC 50% of its net proceeds in the event that it sells any interest in the preserved farm (reimbursement clause); and

WHEREAS, RVC intends to transfer its fee simple interest in both Parcel A and Parcel B for nominal monetary consideration; and

WHEREAS, RVC is requesting SADC approval for the transfer of its fee simple interest in Parcels A and B to the Foodshed Alliance;

NOW THEREFORE BE IT RESOLVED, all the above WHEREAS paragraphs are incorporated herein by reference; and

BE IT RESOLVED, that the SADC finds that both Parcel A and Parcel B will continue to be maintained for agricultural use and production after the fee simple interest in both parcels is transferred to the Foodshed Alliance as set forth above; and

BE IT FURTHER RESOLVED, that the SADC hereby approves the transfer of RVC's fee simple interest in Parcel A and in Parcel B to the Foodshed Alliance; and

BE IT FURTHER RESOLVED, that the deed transferring TNC's fee simple interest in Parcel A and Parcel B to RVC shall specifically reference paragraphs 23 through 26 of the Deeds of Easement so that (1) the provisions remain intact for a future transfer, and (2) future landowners are on notice of those provisions; and

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

BE IT FURTHER RESOLVED, 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.

4/22/2021  
Date

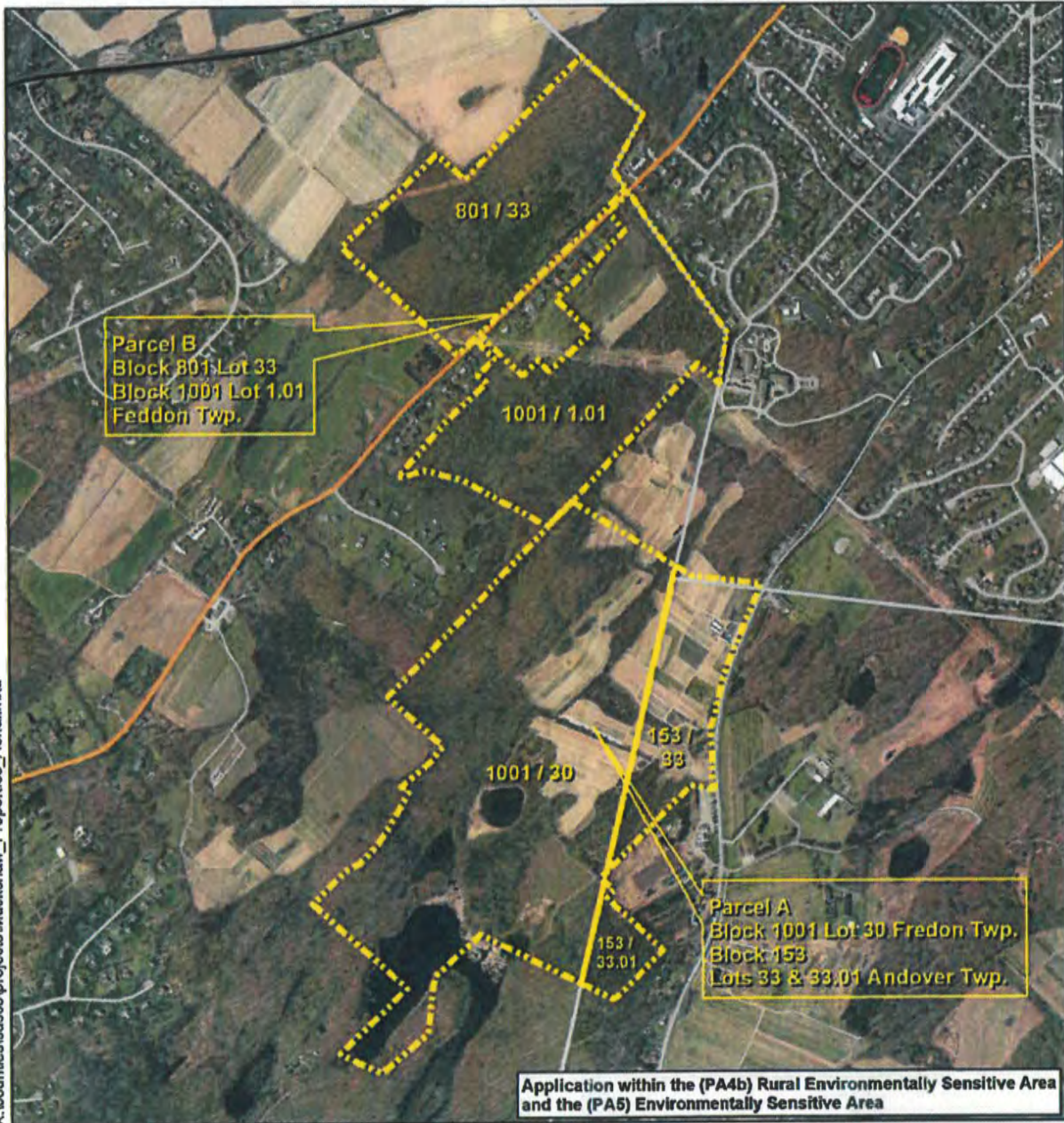


Susan E. Payne, Executive Director  
State Agriculture Development Committee

**VOTE WAS RECORDED AS FOLLOWS:**

Martin Bullock	YES
Scott Ellis	ABSENT
Denis C. Germano, Esq.	YES
Pete Johnson	YES
Richard Norz	YES
James Waltman	YES
Gina Fischetti (rep. DCA Commissioner Oliver)	YES
Brian Schilling (rep. Executive Dean Goodman)	YES
Ralph Siegel (rep. State Treasurer Muoio)	YES
Renee Jones (rep. DEP Commissioner McCabe)	YES
Douglas Fisher, Chairperson	YES

# Muckshaw Preserve Properties



X:\counties\projectis\Muckshaw\_Properties\_Aerial.mxd

## FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

### Muckshaw Preserve Properties

Parcel A  
Block 1001 Lot 30 (158.767 ac) Fredon Twp.  
Block 153 Lots 33 (31.36 ac) & 33.01 (7.634 ac) Andover Twp.  
Parcel B  
Block 801 Lot 33 (63.732 ac) & Block 1001 Lot 1.01 (68.368 ac) Fredon Twp.  
Sussex County  
Gross Total – 329.861 ac.

1,000 500 0 1,000 2,000 Feet

**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

**Legend**

- Property in Question
- BN - (Non-Severable) Exception
- BS - (Severable) Exception
- Primary - Limited Access
- Federal or State Hwys
- County Roads
- Municipal/Local Roads
- Penlands Development Credits
- Highlands Development Credits
- 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  
NJ Pinelands Commission PDC Data  
NJ Highlands Council Data  
NJOT/OGIS 2015 Digital Aerial Image

Date: 11/26/2016

12  
2/14/01

39

01-07592

D-2538-009

Page 1 of 5

DEED OF EASEMENT

STATE OF NEW JERSEY  
AGRICULTURE RETENTION AND DEVELOPMENT PROGRAM

This Deed is made MARCH 26, 2001

BETWEEN **The Nature Conservancy**, a non-profit corporation organized under the laws of the District of Columbia, having its principal office at 4245 North Fairfax Drive, Arlington Virginia 22203-1606 and maintaining a New Jersey Field Office at 200 Pottersville Road, Chester, New Jersey 07930-2432, and is referred to as the Grantor;

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

The Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns grants and conveys to the Grantee a development easement and all of the nonagricultural development rights and credits on the Premises, located in the Townships of Andover and Fredon, County of Sussex, described in the attached Schedule A, incorporated by reference in this Deed of Easement, for and in consideration of the sum of One Million Three Hundred Seventy Four Thousand Twenty Dollars and Sixteen Cents (\$1,374,020.16).\* Any reference in this Deed of Easement to "Premises" refers to the property described in Schedule A.

\*Said consideration is actually a "non-profit grant" issued by the Committee to the Grantor for the fee simple purchase of the Premises and represents 49.99% of Grantor's purchase price of the fee simple title to the Premises and 39.54% of the Committee's certified fee simple value.

The tax map reference for the Premises is:

Township of Andover  
Block 153, Lots 33, 33.01 and 36

Township of Fredon  
Block 1001, Lot 30

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


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

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

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

1. Any development of the Premises for nonagricultural purposes is expressly prohibited.
2. The Premises shall be retained for agricultural use and production in compliance with N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, and all other rules promulgated by the State Agriculture Development Committee, (hereinafter Committee).  
Agricultural use shall mean the use of the Premises for common farmsite activities including, but not limited to: production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing.

Prepared by:

  
William A. Schnurr  
Deputy Attorney General

Consideration: \$ 1,374,020.16 Exempt Code: F  
1,374,020.16

County	State	N. P. N. R. F	Total
0.00	0.00	0.00	0.00
kathy	Date: 04/17/2001		

3. Grantor certifies that at the time of the application to sell the development easement to the Grantee and at the time of the execution of this Deed of Easement the nonagricultural uses indicated on attached Schedule (B) existed on the Premises. All other nonagricultural uses are prohibited except as expressly provided in this Deed of Easement.

4. All nonagricultural uses, if any, existing on the Premises at the time of the landowner's application to the Grantee as set forth in Section 3 above may be continued and any structure may be restored or repaired in the event of partial destruction thereof, subject to the following:

- i. No new structures or the expansion of pre-existing structures for nonagricultural use are permitted;
- ii. No change in the pre-existing nonagricultural use is permitted;
- iii. No expansion of the pre-existing nonagricultural use is permitted; and
- iv. In the event that the Grantor abandons the pre-existing nonagricultural use, the right of the Grantor to continue the use is extinguished.

5. No sand, gravel, loam, rock, or other minerals shall be deposited on or removed from the Premises excepting only those materials required for the agricultural purpose for which the land is being used.

6. No dumping or placing of trash or waste material shall be permitted on the Premises unless expressly recommended by the Committee as an agricultural management practice.

7. No activity shall be permitted on the Premises which would be detrimental to drainage, flood control, water conservation, erosion control, or soil conservation, nor shall any other activity be permitted which would be detrimental to the continued agricultural use of the Premises.

- i. Grantor shall obtain within one year of the date of this Deed of Easement, a farm conservation plan approved by the local soil conservation district.
- ii. Grantor's long term objectives shall conform with the provisions of the farm conservation plan.

8. Grantee and its agents shall be permitted access to, and to enter upon, the Premises at all reasonable times, but solely for the purpose of inspection in order to enforce and assure compliance with the terms and conditions of this Deed of Easement. Grantee agrees to give Grantor at least 24 hours advance notice of its intention to enter the Premises, and further, to limit such times of entry to the daylight hours on regular business days of the week.

9. Grantor may use the Premises to derive income from certain recreational activities such as hunting, fishing, cross country skiing and ecological tours, only if such activities do not interfere with the actual use of the land for agricultural production and that the activities only utilize the Premises in its existing condition. Other recreational activities from which income is derived and which alter the Premises, such as golf courses and athletic fields, are prohibited.

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

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

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

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

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

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

- i. To provide structures for housing of agricultural labor employed on the Premises but only with the approval of the Committee. If the Committee grants approval for the construction of agricultural labor housing, such housing shall not be used as a residence for Grantor, Grantor's spouse, Grantor's parents, Grantor's lineal descendants, adopted or natural, Grantor's spouse's parents, Grantor's spouse's lineal descendants, adopted or natural; and
- ii. To construct a single family residential building anywhere on the Premises in order to replace any single family residential building in existence at the time of conveyance of this Deed of Easement but only with the approval of the Committee.
- iii. No residual dwelling site opportunities have been allocated pursuant to the provisions of N.J.A.C. 2:76-6.17. No residential buildings are permitted on the Premises except as provided in this Deed of Easement.

For the purpose of this Deed of Easement:

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

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

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

16. In the event of any violation of the terms and conditions of this Deed of Easement, Grantee may institute, in the name of the State of New Jersey, any proceedings to enforce these terms and conditions including the institution of suit to enjoin such violations and to require restoration of the Premises to its prior condition. Grantee does not waive or forfeit the right to take any other legal action necessary to insure compliance with the terms, conditions, and purpose of this Deed of Easement by a prior failure to act.

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

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

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

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

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

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

23. Grantor shall pay the Committee 50 percent of that portion of the net proceeds, representing the value of the land only (and not the value of the improvements), of a condemnation award or other disposition of the Premises following termination of this Deed of Easement, as permitted pursuant to N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32.

24. Grantor agrees not to sell, lease, exchange or donate the lands unless:

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

25. In the event Grantor sells or donates any interest in the Premises, Grantor shall pay to the Committee 50 percent of the net proceeds. For purposes of this provision, "net proceeds" shall be calculated by subtracting the difference between the original purchase price and the value on which the Committee's cost-share grant was based from the gross proceeds.

26. Any proceeds received by Grantor from a sale of the Premises shall be dedicated for farmland preservation purposes. The Committee's 50 percent share of any such proceeds, calculated pursuant to Paragraph 25 of this Deed



OR  
PARTIAL EXEMPTION  
(P.L. 1975, c. 176)

To be recorded with Deed pursuant to P.L. 1968, c. 49, as amended by P.L. 1991, c. 308 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY  
COUNTY OF SUSSEX

SS:

FOR RECORDER'S USE ONLY  
Consideration \$ \_\_\_\_\_  
Realty Transfer Fee \$ \_\_\_\_\_  
Date \_\_\_\_\_ By \_\_\_\_\_

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

**(1) PARTY OR LEGAL REPRESENTATIVE** (See Instructions #3, 4 and 5 on reverse side.)

Deponent Sanford Lloyd Hollander, being duly sworn according to law upon his/her oath  
(Name)

deposes and says that he/she is the legal representative of Grantor in a deed dated 03/26/01,  
(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

transferring real property identified as Block No. 1001, Lot 30, Fredon Twp. and Lot No. Block 153,  
Lots 33, 33.01 and 36, Andover Twp.,  
located at Sussex County, New Jersey  
(Street Address, Municipality, County)

and annexed hereto.

**(2) CONSIDERATION** (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 1,374,020.16

**(3) FULL EXEMPTION FROM FEE** Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by P.L. 1968, c. 49 for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

7(b) Grantee is an Agency of the State of New Jersey

**(4) PARTIAL EXEMPTION FROM FEE**

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by P.L. 1975, c. 176 for the following reason(s):

- A) **SENIOR CITIZEN** (See Instruction #8.)
  - Grantor(s) 62 yrs. of age or over.\*
  - One- or two-family residential premises.
  - Owned and occupied by grantor(s) at time of sale.
  - Owners as joint tenants must all qualify except in the case of a spouse.
- B) **BLIND** (See Instruction #8.)
  - Grantor(s) legally blind.\*
  - One- or two-family residential premises.
  - Owned and occupied by grantor(s) at time of sale.
  - No owners as joint tenants other than spouse or other qualified exempt owners.
- DISABLED** (See Instruction #8.)
  - Grantor(s) permanently and totally disabled.\*
  - One- or two-family residential premises.
  - Receiving disability payments.
  - Owned and occupied by grantor(s) at time of sale.
  - Not gainfully employed.
  - No owners as joint tenants other than spouse or other qualified exempt owners.

\* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY

- C) **LOW AND MODERATE INCOME HOUSING** (See Instruction #8.)
  - Affordable According to HUD Standards.
  - Meets Income Requirements of Region.
  - Reserved for Occupancy.
  - Subject to Resale Controls.

- D) **NEW CONSTRUCTION** (See Instruction #9.)
  - Entirely new improvement.
  - Not previously used for any purpose.
  - Not previously occupied.

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of P.L. 1968, c. 49.

Subscribed and sworn to before me  
this 12th  
day of April, 2001.

*Gail E. Early*

**GAIL E. EARLY**  
A Notary Public of New Jersey  
My Commission Expires April 8, 2004

*Sanford Lloyd Hollander*  
Name of Deponent (sign above line)  
Sanford Lloyd Hollander  
40 Park Place  
Newton, N.J. 07860  
Address of Deponent

The Nature Conservancy  
Name of Grantor (type above line)  
4245 No. Fairfax Dr.  
Arlington, Va. 22203-1606  
Address of Grantor at Time of Sale

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.  
Instrument Number \_\_\_\_\_ County \_\_\_\_\_  
Deed Number \_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_  
Deed Dated \_\_\_\_\_ Date Recorded \_\_\_\_\_

**IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF.**  
This format is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered without the approval of the Director.

**ORIGINAL** - To be retained by County.  
**DUPLICATE** - To be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16 - 8.12)  
**TRIPPLICATE** - Is your file copy.

**ORIGINAL AND DUPLICATE COPY MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER**

## INSTRUCTIONS

### 1. STATEMENT OF CONSIDERATION AND PAYMENT OF REALTY TRANSFER FEE ARE PREREQUISITES FOR RECORDING OF DEED

No county recording officer shall record any deed evidencing transfer of title to real property unless (a) the consideration is recited in the deed and in the acknowledgment or proof of the execution thereof, or (b) an Affidavit by one or more of the parties named in the deed or by their legal representatives declaring the consideration is annexed to the deed, and (c) a fee at the rate of \$1.75 for each \$500.00 of consideration or fractional part (which fee shall be in addition to the recording fees imposed by P.L. 1965, c. 123, Section 2 (C. 22A-4-4.1)) shall be paid to the county recording officer at the time the deed is offered for recording. An additional fee at the rate of \$.75 for each \$500 of consideration or fractional part in excess of \$150,000.00 of consideration shall be paid to the county recording officer.

### 2. WHEN AFFIDAVIT MUST BE ANNEXED TO DEED

- (a) This Affidavit must be annexed to and recorded with the deed in the event full consideration is not recited in both the deed or the acknowledgment or proof of the execution.
- (b) This Affidavit must also be annexed to and recorded with the deed where exemption from the fee is claimed.

### 3. LEGAL REPRESENTATIVE

"Legal Representative" is to be interpreted broadly to include any person actively and responsibly participating in the transaction, such as but not limited to: an attorney representing one of the parties; a closing officer of a title company or lending institution participating in the transaction; a holder of power of attorney from grantor or grantee.

### 4. OFFICER OF CORPORATE GRANTOR OR CORPORATE GRANTEE

Where a deponent is an officer of corporate grantor or grantee, the name of the corporation and the officer's title must be stated.

### 5. OFFICER OF TITLE COMPANY OR LENDING INSTITUTION

Where a deponent is a closing officer of a title company or lending institution participating in the transaction, the name of the company or institution and the officer's title must be stated.

### 6. CONSIDERATION

"Consideration" means in the case of any deed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgages to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied, or removed in connection with the transfer of title. (P.L. 1968, c. 49, Sec. 1 as amended.)

### 7. EXEMPTIONS FROM THE FEE

The fee imposed by this Act shall not apply to a deed:

- (a) For a consideration of less than \$100.00;
- (b) By or to the United States of America, this State, or any instrumentality, agency or subdivision thereof;
- (c) Solely in order to provide or release security for a debt or obligation;
- (d) Which confirms or corrects a deed previously recorded;
- (e) On a sale for delinquent taxes or assessments;
- (f) On partition;
- (g) By a receiver, trustee in bankruptcy or liquidation, or assignee for the benefit of creditors;
- (h) Eligible to be recorded as an "ancient deed" pursuant to R.S. 46:16-7;
- (i) Acknowledged or proved on or before July 3, 1968;
- (j) Between husband and wife, or parent and child;
- (k) Conveying a cemetery lot or plot;
- (l) In specific performance of a final judgment;
- (m) Releasing a right of reversion;
- (n) Previously recorded in another county and full realty transfer fee paid or accounted for as evidenced by written instrument, attested to by the grantee and acknowledged by the county recording officer of the county of such prior recording, specifying the county, book, page, date of prior recording, and amount of realty transfer fee previously paid;
- (o) By an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State;
- (p) Recorded within 90 days following the entry of a divorce decree which dissolves the marriage between the grantor and grantee;
- (q) Issued by a cooperative corporation, as part of a conversion of all of the assets of the cooperative corporation into a condominium, to a shareholder upon the surrender by the shareholder of all of the shareholder's stock in the cooperative corporation and the proprietary lease entitling the shareholder to exclusive occupancy of a portion of the property owned by the corporation.

### 8. EXEMPTION FROM INCREASED FEE (P.L. 1975, c. 176, Section 4 as amended.)

The following transfers of title to real property shall be exempt from payment of \$1.25 of the fee for each \$500.00 of consideration or fractional part thereof: 1. The sale of any one- or two-family residential premises which are owned and occupied by a senior citizen, blind person, or disabled person who is the seller in such transaction; provided, however, that except in the instance of a husband and wife no exemption shall be allowed if the property being sold is owned as joint tenants and one or more of the owners is not a senior citizen, blind person, or disabled person; 2. The sale of Low and Moderate Income Housing conforming to the requirements as established by this Act.

For the purposes of this Act, the following definitions shall apply:

"Blind person" means a person whose vision in his better eye with proper correction does not exceed 20/200 as measured by the Snellen chart or a person who has a field defect in his better eye with proper correction in which the peripheral field has contracted to such an extent that the widest diameter of visual field subtends an angular distance no greater than 20°.

"Disabled person" means any resident of this State who is permanently and totally disabled, unable to engage in gainful employment, and receiving disability benefits or any other compensation under any Federal or State law.

"Senior citizen" means any resident of this State of the age of 62 years or over.

"Low and Moderate Income Housing" means any residential premises, or part thereof, affordable according to Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross income equal to 80% or less of the median gross household income for households of the same size within the housing region in which the housing is located, but shall include only those residential premises subject to resale controls pursuant to contractual guarantees.

9. Transfer of title to real property upon which there is "new construction" shall be exempt from payment of \$1.00 of the \$1.75 fee for each \$500 of consideration or fractional part thereof not in excess of \$150,000.00.

For the purposes of this Act, the following definition shall apply:

"New construction" means any conveyance or transfer of property upon which there is an entirely new improvement not previously occupied or used for any purpose.

### 10. "REALTY TRANSFER FEE" IS A FEE IN ADDITION TO OTHER RECORDING FEES

The fee imposed under P.L. 1968, c. 49, as amended, is in addition to the usual recording fees imposed under P.L. 1965, c. 123, Sec. 2 (C. 22A-4-4.1.). The realty transfer fee is imposed upon grantors at the rate of \$1.75 for each \$500.00 of consideration or fractional part thereof, with an additional fee of \$.75 for each \$500.00 of consideration in excess of \$150,000.00. The fee is required to be collected by the county recording officer at the time the deed is offered for recording.

### 11. PENALTY FOR FALSIFICATION OF CONSIDERATION

Any person who shall willfully falsify the consideration recited in a deed or in the proof or acknowledgment of the execution of a deed or in the Affidavit declaring the consideration annexed to the deed is guilty of a crime of the fourth degree. (P.L. 1991, c. 308, Section 4)



D-2538-014

SCHEDULE A

**DYKSTRA LAND SURVEYING AND PLANNING, INC.**

11 LAWRENCE ROAD  
NEWTON, NEW JERSEY 07860

DOUGLAS D. DYKSTRA  
PROFESSIONAL LAND SURVEYOR - NJ LIC. 14846  
PROFESSIONAL PLANNER - NJ LIC. 04680

PHONE # (973) 579-2177  
FAX # (973) 579-7177  
DYKSTRA@SPARTA.CSNET.SET

DESCRIPTION OF PROPERTY

COUNTY OF SUSSEX	AUGUST 16, 2000
ANDOVER TOWNSHIP	BLOCK 153
	TAX LOTS 33, 33.01 & 36
FREDON TOWNSHIP	BLOCK 1001
	TAX LOT 30
D.L.S.P. # AN-55	

All That Certain Tract Or Parcel Of Land Located In The Township Of Andover And The Township Of Fredon, County Of Sussex, State Of New Jersey, Bounded And Described Below:

Being Tax Lots 33, 33.01 & 36 Block 153, Andover Township And Tax Lot 30, Block 1001, Fredon Township As Shown On The Current Tax Maps And On A Map Entitled: "Survey Of Property- The Nature Conservancy - Lands Of Newton Associates - Tax Lot 30, Block 1001- Fredon Twp, Sussex County, NJ - Tax Lots 33, 33.01 & 36 Block 153, Andover Twp. Sussex County, New Jersey," Said Map Prepared For The Nature Conservancy By Dykstra Land Surveying & Planning, Inc., Dated 09/27/00 And Revised Through 10/09/00.

Being A Portion Of The Lands Described In A Deed Of Conveyance From Sussex Associates To Newton Associates. Dated March 15, 1994 And Being Recorded In The Sussex County Clerk's Office In Deed Book 1991, Page 166, Et Seq.

Being More Particularly Described As Follows:

Beginning At An Iron Pipe Set On The Andover Township And The Town Of Newton Municipal Boundary Where The Same Is Intersected By The Westerly Right Of Way Line Of Us Route 206, Formerly Route 31, (An 80' Wide Right Of Way). Said Beginning Point Being The Common Front Lot Corner Of Tax Lot 1, Block 502, Newton And Tax Lot 33, Block 153, Andover. Said Beginning Point Having A New Jersey State Plane Coordinate (North American Datum, 1983, Us Feet) Of North 803538.787, East 419059.315, And Running Thence (On Said State Plane Bearing System) The Following Three Courses Along The Westerly Right Of Way Of Us Route 206

1. South 23 Degrees 11 Minutes 21 Seconds West A Distance Of 597.30 Feet To A Point, Of Curvature, Thence
2. Along A Curve To The Left Having A Radius Of 2332.01 Feet, An Arc Length Of 1068.33 Feet To A Point Of Tangency, Thence
3. South 03 Degrees 03 Minutes 32 Seconds East A Distance Of 131.01 Feet To An Iron Pipe Set, Thence The Following Five Courses Along The Lands Of St. Paul's Abbey, Formerly The Little Flower Monastery
4. North 79 Degrees 26 Minutes 29 Seconds West A Distance Of 192.69 Feet To An Iron Pipe Set In An Old Stone Heap, Thence

5. South 44 Degrees 46 Minutes 30 Seconds West A Distance Of 1095.60 Feet To An Iron Pipe Set, Thence
6. South 49 Degrees 13 Minutes 30 Seconds East A Distance Of 143.88 Feet To An Iron Pipe Set, Thence
7. South 36 Degrees 46 Minutes 30 Seconds West A Distance Of 89.01 Feet To An Iron Pipe Set, Thence
8. South 46 Degrees 49 Minutes 26 Seconds East A Distance Of 649.90 Feet To An Iron Pin Found, Thence Along Tax Lot 32, Block 153
9. South 45 Degrees 19 Minutes 34 Seconds West A Distance Of 557.03 Feet To An Iron Pin Found, Thence
10. Along Tax Lot 27, Block 153, South 71 Degrees 31 Minutes 22 Seconds West A Distance Of 38.94 Feet To A Point, Thence
11. Along Tax Lot 27, Block 153 And Tax Lot 27, Block 1001, Fredon, North 63 Degrees 10 Minutes 38 Seconds West, Passing Over An Iron Pin Found On The Fredon – Andover Township Line At 292.85 Feet, A Total Distance Of 1214.88 Feet To An Iron Pipe Found, Thence
12. Along Tax Lot 27, Block 1001, South 46 Degrees 35 Minutes 53 Seconds West A Distance Of 510.79 Feet To An Iron Pipe Found, Thence
13. Along The Same, South 09 Degrees 53 Minutes 53 Seconds West A Distance Of 152.00 Feet To An Iron Pipe Found, Thence, The Following Five Courses Along Tax Lot 15.06, Block 1001
14. South 06 Degrees 11 Minutes 35 Seconds West A Distance Of 330.00 Feet To A 36" Blazed Red Oak Tree, Thence
15. South 48 Degrees 11 Minutes 35 Seconds West A Distance Of 504.10 Feet To A Stake In Stones Found, Thence
16. North 64 Degrees 13 Minutes 57 Seconds West A Distance Of 376.76 Feet To A Point In A Pond, Thence
17. North 44 Degrees 40 Minutes 40 Seconds East A Distance Of 774.84 Feet To A Point In A Pond, Thence
18. North 47 Degrees 19 Minutes 53 Seconds West A Distance Of 808.12 Feet To An Iron Pipe Found, Thence The Following Eleven Courses Along Tax Lot 15.01, Block 1001
19. North 47 Degrees 19 Minutes 16 Seconds West A Distance Of 241.21 Feet To An Iron Pipe Found, Thence
20. North 44 Degrees 40 Minutes 44 Seconds East A Distance Of 388.08 Feet To An Iron Pin Found, Thence
21. North 61 Degrees 40 Minutes 44 Seconds East A Distance Of 136.62 Feet To An Iron Spike Found, Thence
22. North 43 Degrees 10 Minutes 44 Seconds East A Distance Of 189.42 Feet To An Iron Pipe Found
23. North 33 Degrees 05 Minutes 59 Seconds East A Distance Of 204.12 Feet To An Iron Pipe Found, Thence
24. North 29 Degrees 16 Minutes 07 Seconds East A Distance Of 341.22 Feet To An Iron Pin Found, Thence
25. North 62 Degrees 28 Minutes 53 Seconds West A Distance Of 77.88 Feet To An Iron Pin Found, Thence

D-2538-016

26. North 49 Degrees 16 Minutes 07 Seconds East A Distance Of 328.02 Feet To An Iron Pin Found, Thence
27. North 36 Degrees 16 Minutes 07 Seconds East A Distance Of 154.44 Feet To An Iron Pin Found, Thence
28. North 47 Degrees 13 Minutes 53 Seconds West A Distance Of 609.84 Feet To A Set Stone Found, Thence
29. North 42 Degrees 53 Minutes 45 Seconds East A Distance Of 419.13 Feet To An Iron Pipe Found, Thence
30. Along Tax Lots 15.13 & 15.12, Block 1001 Respectively, North 42 Degrees 53 Minutes 45 Seconds East A Distance Of 1523.87 Feet To An Iron Pipe Found, Thence
31. Along Tax Lot 101, Block 1001, North 42 Degrees 56 Minutes 10 Seconds East A Distance Of 291.35 Feet To An Iron Pipe Found, Thence
32. Along Tax Lot 30.01, Block 1001, South 57 Degrees 42 Minutes 31 Seconds East, Crossing The Fredon - Andover Township Line At 1023.64 Feet, A Total Distance Of 1178.10 Feet To An Iron Pipe Set, Thence
33. Along Tax Lot 4 and Tax Lot 1, Block 502, Respectively, (Town of Newton) And Along The Town of Newton - Andover Township Municipal Boundary, South 82 Degrees 55 Minutes 21 Seconds East A Distance Of 600.06 Feet To The Point And Place Of Beginning

Containing 197.864 Acres Of Land.

Subject to a 250' Wide GPU Utility Easement as Shown on the Above Referenced "Survey of Property"

Subject To Any Covenants, Easements Or Restrictions That May Exist.

The Above Description Was Written Pursuant To A Survey Of Property Designated As Block 1001, Lot 30, On The Municipal Tax Map Of Fredon Township, County Of Sussex, State Of New Jersey, And Block 153, Lots 33, 33.01 & 36 On The Municipal Tax Map Of Andover Township, County Of Sussex, State Of New Jersey. Said Survey Was Prepared By Dykstra Land Surveying And Planning, Inc.-PO Box 1047, Sparta, NJ 07871, On September 27, 2000, Revised Through October 9, 2000 And Is Marked As File No. An-55.

  
**DOUGLAS DYKSTRA, N.J. P.L.S. #34846**  
file:server\jobs\1\doc\descr\ntw11\NL501B126.doc

D-2538-017

SCHEDULE B

I, the undersigned, as Grantor in the foregoing Deed of Easement do hereby certify that at the time application was made to Grantee for a grant for the fee simple acquisition of the Premises no nonagricultural uses of the Premises existed. I further certify that at the time of execution of this Deed of Easement no nonagricultural uses of the Premises exist.

  
Michael Catania

of Easement, shall be deposited in the Garden State Farmland Preservation Trust Fund to be used for the purposes of that fund.

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

*Michael Catania*

Michael Catania  
Vice President and State Director

(NON-PROFIT CORPORATION ACKNOWLEDGMENT)

STATE OF NEW JERSEY, COUNTY OF Morris SS.:

I CERTIFY that on March 26, 2001,

Michael Catania personally came before me and acknowledged under oath, to my satisfaction, that he is the Vice President and New Jersey State Director of The Nature Conservancy, the corporation named in the foregoing instrument; acknowledged said instrument to be the free act and deed of said corporation; and that the actual and true consideration paid for this instrument is \$1,374,020.16 and the mutual obligations and benefits to each party.

*Janey L. Zeas*  
Print name and title below signature

**JANEY L. ZEAS**  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 25, 2003

(STATE AGRICULTURE DEVELOPMENT COMMITTEE)

The State Agriculture Development Committee has approved the purchase of the development easement on the Premises pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32 and the Garden State Preservation Trust Act, N.J.S.A. 13:8C-1 et seq., P.L. 1999, c.152 and hereby accepts and approves the foregoing restrictions, benefits and covenants.

*Gregory Romano* 4/2/01  
Gregory Romano, Executive Director Date  
State Agriculture Development Committee

STATE OF NEW JERSEY, COUNTY OF Mercer SS.:

I CERTIFY that on April 2, 2001,

Gregory Romano personally came before me and acknowledged under oath, to my satisfaction, that this person:

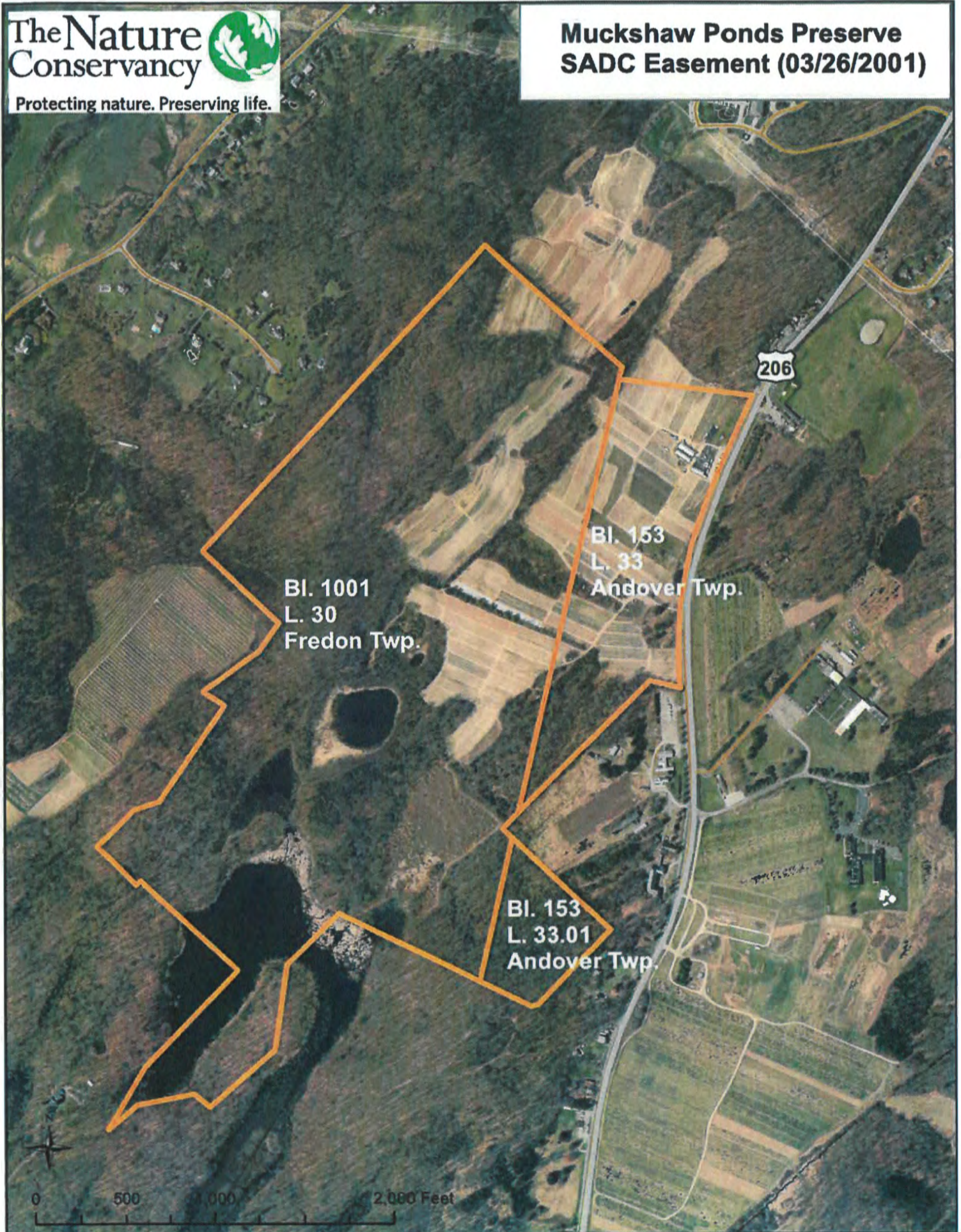
- (a) is named in and personally signed this DEED OF EASEMENT,
- (b) signed, sealed and delivered this DEED OF EASEMENT as the Committee's act and deed, and
- (c) is the Executive Director of the State Agriculture Development Committee.

*Marci D. Green*  
Print name and title below signature

Marci D Green  
Attorney At Law  
State of New Jersey

01 APR 17 PM 1:03

Record & return to:  
Sanford L. Hollander, Esq.  
40 Park Place  
Newton, N.J. 07860





13

M.I.

90

DEED OF EASEMENT  
8147 Bk: 02704 Ps: 00279  
STATE OF NEW JERSEY  
AGRICULTURE RETENTION AND DEVELOPMENT PROGRAM

This Deed is made April 25, 2002

BETWEEN The Nature Conservancy, a non-profit corporation organized under the laws of the District of Columbia, having its principal office at 4245 North Fairfax Drive, Arlington Virginia 22203-1606 and maintaining a New Jersey Field Office at 200 Pottersville Road, Chester, New Jersey 07930-2432, and is referred to as the Grantor;

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

The Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns grants and conveys to the Grantee a development easement and all of the nonagricultural development rights and credits on the Premises, located in the Townships of Fredon, County of Sussex, described in the attached Schedule A, incorporated by reference in this Deed of Easement, for and in consideration of the sum of Seven Hundred Fifty Thousand Dollars (\$750,000.00).<sup>\*</sup> Any reference in this Deed of Easement to "Premises" refers to the property described in Schedule A.

<sup>\*</sup>Said consideration is actually a "non-profit grant" issued by the Committee to the Grantor for the fee simple purchase of the Premises and represents 50% of Grantor's purchase price of the fee simple title to the Premises and 36.58% of the Committee's certified fee simple value.

The tax map reference for the Premises is:  
Township of Fredon  
Block 801, Lot 33; Block 1001, Lot 1.01

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

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

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

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

1. Any development of the Premises for nonagricultural purposes is expressly prohibited.
2. The Premises shall be retained for agricultural use and production in compliance with N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, and all other rules promulgated by the State Agriculture Development Committee, (hereinafter Committee).  
Agricultural use shall mean the use of the Premises for common farmsite activities including, but not limited to: production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing.

Prepared by: William A. Schnur  
Deputy Attorney General

Consideration: \$750,000.00 Exempt taxes: \$

County	State	N.F.	H.F.	R.F.	Total
0.00	0.00	0.00	0.00	0.00	0.00
Net Total:	Date: 02/11/2002				

REC'D & RECORDED  
02/14/2003 08:57  
ERMA GORMLEY  
SUSSEX COUNTY CLERK  
NEWTON, NJ

3. Grantor certifies that at the time of the application to sell the development easement to the Grantee and at the time of the execution of this Deed of Easement the nonagricultural uses indicated on attached Schedule (B) existed on the Premises. All other nonagricultural uses are prohibited except as expressly provided in this Deed of Easement.

4. All nonagricultural uses, if any, existing on the Premises at the time of the landowner's application to the Grantee as set forth in Section 3 above may be continued and any structure may be restored or repaired in the event of partial destruction thereof, subject to the following:

- i. No new structures or the expansion of pre-existing structures for nonagricultural use are permitted;
- ii. No change in the pre-existing nonagricultural use is permitted;
- iii. No expansion of the pre-existing nonagricultural use is permitted; and
- iv. In the event that the Grantor abandons the pre-existing nonagricultural use, the right of the Grantor to continue the use is extinguished.

5. No sand, gravel, loam, rock, or other minerals shall be deposited on or removed from the Premises excepting only those materials required for the agricultural purpose for which the land is being used.

6. No dumping or placing of trash or waste material shall be permitted on the Premises unless expressly recommended by the Committee as an agricultural management practice.

7. No activity shall be permitted on the Premises which would be detrimental to drainage, flood control, water conservation, erosion control, or soil conservation, nor shall any other activity be permitted which would be detrimental to the continued agricultural use of the Premises.

- i. Grantor shall obtain within one year of the date of this Deed of Easement, a farm conservation plan approved by the local soil conservation district.
- ii. Grantor's long term objectives shall conform with the provisions of the farm conservation plan.

8. Grantee and its agents shall be permitted access to, and to enter upon, the Premises at all reasonable times, but solely for the purpose of inspection in order to enforce and assure compliance with the terms and conditions of this Deed of Easement. Grantee agrees to give Grantor at least 24 hours advance notice of its intention to enter the Premises, and further, to limit such times of entry to the daylight hours on regular business days of the week.

9. Grantor may use the Premises to derive income from certain recreational activities such as hunting, fishing, cross country skiing and ecological tours, only if such activities do not interfere with the actual use of the land for agricultural production and that the activities only utilize the Premises in its existing condition. Other recreational activities from which income is derived and which alter the Premises, such as golf courses and athletic fields, are prohibited.

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

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

*MLC*

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

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

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

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

- i. To provide structures for housing of agricultural labor employed on the Premises but only with the approval of the Committee. If the Committee grants approval for the construction of agricultural labor housing, such housing shall not be used as a residence for Grantor, Grantor's spouse, Grantor's parents, Grantor's lineal descendants, adopted or natural, Grantor's spouse's parents, Grantor's spouse's lineal descendants, adopted or natural; and
- ii. To construct a single family residential building anywhere on the Premises in order to replace any single family residential building in existence at the time of conveyance of this Deed of Easement but only with the approval of the Committee.
- iii. No residual dwelling site opportunities have been allocated pursuant to the provisions of N.J.A.C. 2:76-6.17. No residential buildings are permitted on the Premises except as provided in this Deed of Easement.

For the purpose of this Deed of Easement:

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

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

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

*MLC*

16. In the event of any violation of the terms and conditions of this Deed of Easement, Grantee may institute, in the name of the State of New Jersey, any proceedings to enforce these terms and conditions including the institution of suit to enjoin such violations and to require restoration of the Premises to its prior condition. Grantee does not waive or forfeit the right to take any other legal action necessary to insure compliance with the terms, conditions, and purpose of this Deed of Easement by a prior failure to act.

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

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

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

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

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

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

23. Grantor shall pay the Committee 50 percent of that portion of the net proceeds, representing the value of the land only (and not the value of the improvements), of a condemnation award or other disposition of the Premises following termination of this Deed of Easement, as permitted pursuant to N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32.

24. Grantor agrees not to sell, lease, exchange or donate the lands unless:

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

25. In the event Grantor sells or donates any interest in the Premises, Grantor shall pay to the Committee 50 percent of the net proceeds. For purposes of this provision, "net proceeds" shall be calculated by subtracting the difference between the original purchase price and the value on which the Committee's cost-share grant was based from the gross proceeds.

26. Any proceeds received by Grantor from a sale of the Premises shall be dedicated for farmland preservation purposes. The Committee's 50 percent share of any such proceeds, calculated pursuant to Paragraph 25 of this Deed of Easement, shall be deposited in the Garden State Farmland Preservation Trust Fund to be used for the purposes of that fund.

MLC

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

Michael Catania

Michael Catania  
Vice President and State Director

(NON-PROFIT CORPORATION ACKNOWLEDGMENT)

STATE OF NEW JERSEY, COUNTY OF MORRIS SS.:

I CERTIFY that on April 19, 2002,

Michael Catania personally came before me and acknowledged under oath, to my satisfaction, that he is the Vice President and New Jersey State Director of The Nature Conservancy, the corporation named in the foregoing instrument; acknowledged said instrument to be the free act and deed of said corporation; and that the actual and true consideration paid for this instrument is \$750,000.00 and the mutual obligations and benefits to each party.

JANET L. ZEAS

Print name and title below signature

JANET L. ZEAS  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Nov. 25, 2003

(STATE AGRICULTURE DEVELOPMENT COMMITTEE)

The State Agriculture Development Committee has approved the purchase of the development easement on the Premises pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32 and the Garden State Preservation Trust Act, N.J.S.A. 13:8C-1 et seq., P.L. 1999, c.152 and hereby accepts and approves the foregoing restrictions, benefits and covenants.

Gregory Romano 4-25-02  
Gregory Romano, Executive Director Date  
State Agriculture Development Committee

STATE OF NEW JERSEY, COUNTY OF Mercer SS.:

I CERTIFY that on April 25, 2002,

Gregory Romano personally came before me and acknowledged under oath, to my satisfaction, that this person:  
(a) is named in and personally signed this DEED OF EASEMENT,  
(b) signed, sealed and delivered this DEED OF EASEMENT as the Committee's act and deed, and  
(c) is the Executive Director of the State Agriculture Development Committee.

Marc D. Green  
Print name and title below signature

Marc D. Green  
Attorney at Law  
State of New Jersey

S:\NONPROFITS\aussex\PM\DeedofEasement.doc

MC

ALLEN NICHOLS, JR.

SCHEDULE A  
LAND SURVEYOR

P.M.I.

384 PENWELL ROAD  
PORT MURRAY, N.J. 07865  
PHONE: 908-852-6372  
FAX: 908-852-7726

RJ 47 BL = 02709 Pg 3 00284



Lot 1.01 Block 1001

Description of property situate in the Township of Fredon,  
Sussex County, New Jersey.

BEGINNING at a point in the southeasterly sideline of Ridge Road (a.k.a. County Route 519), (having New Jersey State Plane NAD 83 Coordinates of North 805587.05 East 416691.13) said point being the 8th corner described in Deed Book 1439, Page 68 etc. and also the most northerly corner of Lot 4, Block 1001 and from said point and place of BEGINNING: running thence

1. Along Lot 4, Block 1001, South 46 degrees 13 minutes 35 seconds East (passing over an iron found at 7.34 feet in the northeasterly line of Lot 4, Block 1001) a distance of 207.27 feet to an iron found; thence
2. Still along Lot 4, Block 1001, South 46 degrees 31 minutes 09 seconds West a distance of 200.03 feet to an iron found; thence
3. Along Lot 5, Block 1001, South 46 degrees 19 minutes 45 seconds East a distance of 95.88 feet to an iron found; thence
4. Along the rear line of Lots 5, 6, 7, and part of Lot 8, Block 1001, South 45 degrees 32 minutes 12 seconds West a distance of 485.07 feet to an iron bolt found; thence
5. Along the rear line of Lots 8, 9, 10, 11, 12 and 13, Block 1001, South 40 degrees 24 minutes 17 seconds West a distance of 592.03 feet to an iron found; thence
6. The following three courses along the northerly line of "Final Plat - Windy Brow Meadow" filed in the Sussex County Clerk's Office on March 18, 1993 as Map No. 1059, North 75 degrees 30 minutes 53 seconds East a distance of 238.63 feet to an iron found; thence
7. South 74 degrees 00 minutes 04 seconds East a distance of 319.33 feet to an iron found; thence
8. South 61 degrees 02 minutes 03 seconds East a distance of 805.27 feet to an iron found; thence

9. Along Lot 30, Block 1001, North 42 degrees 38 minutes 11 seconds East a distance of 584.10 feet to an iron set; thence
  10. Still along Lot 30, Block 1001, and partly along a stone row, North 42 degrees 37 minutes 41 seconds East a distance of 1,268.22 feet to a set stone found; thence
  11. Still along Lot 30, Block 1001, South 46 degrees 46 minutes 59 seconds East a distance of 254.67 feet to an iron found on the municipal boundary line between the Township of Fredon and the Town of Newton; thence
  12. Along said municipal boundary line North 8 degrees 52 minutes 12 seconds East a distance of 437.35 feet to an iron found; thence
  13. Still along said municipal boundary line North 35 degrees 16 minutes 09 seconds West a distance of 1,279.68 feet to an iron found; thence
  14. Still along the municipal boundary line North 34 degrees 57 minutes 25 seconds West a distance of 163.99 feet to a point on the southeasterly sideline of Ridge Road (at 1.95 feet from its termination, this line passes over an iron spike); thence
  15. Along the southeasterly sideline of Ridge Road South 44 degrees 00 minutes 39 seconds West a distance of 208.14 feet to a point of curvature; thence
  16. Southwesterly along the southeasterly sideline of Ridge Road on a curve to the right having a radius of 5,746.15 feet an arc length of 30.28 feet to a point; thence
  17. Along Lot 1.06, Block 1001, South 40 degrees 20 minutes 21 seconds East a distance of 203.87 feet to an iron found; thence
  18. Along the rear line of Lots 1.06, 1.05, 1.04 and 1.03, Block 1001, South 45 degrees 10 minutes 00 seconds West a distance of 800.10 feet to an iron found; thence
  19. Along Lot 2.02, Block 1001, and along a stone row, South 43 degrees 16 minutes 08 seconds East a distance of 400.01 feet to an iron found; thence
  20. Still along Lot 2.02, Block 1001, South 46 degrees 40 minutes 35 seconds West a distance of 461.40 feet to an iron found; thence
-

21. Still along Lot 2.02, Block 1001, North 43 degrees 14 minutes 55 seconds West a distance of 127.10 feet to a metal fence post; thence

22. Still along Lot 2.02, Block 1001, South 46 degrees 39 minutes 34 seconds West a distance of 180.77 feet to an iron found; thence

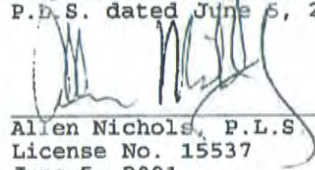
23. Still along Lot 2.02, Block 1001, North 46 degrees 18 minutes 17 seconds West a distance of 263.63 feet to an iron found; thence

24. Along Lot 3, Block 1001, North 46 degrees 20 minutes 49 seconds West (passing over an iron found at 199.74 feet in the southwesterly line of Lot 3, Block 1001) a distance of 206.30 feet to a point in the southeasterly sideline of Ridge Road; thence

25. Along the southeasterly sideline of Ridge Road, southwesterly on a curve to the left having a radius of 5,713.15 feet an arc length of 55.15 feet to the point and place of BEGINNING.

Containing 68.3676 acres more or less.

Prepared in accordance with a survey made by Allen Nichols, P.L.S. dated June 5, 2001.



Allen Nichols, P.L.S.  
License No. 15537  
June 5, 2001



ALLEN NICHOLS, JR.

LAND SURVEYOR

3147 BIRCH DRIVE PORT MURRAY, N.J. 07865

384 PENWELL ROAD  
PORT MURRAY, N.J. 07865  
PHONE: 908-852-4372  
FAX: 908-852-7726

P.M.I.



Lot 33 Block 801

Description of property situate in the Township of Fredon,  
Sussex County, New Jersey.


BEGINNING at a "v" cut found on the top of a small limestone set stone (having New Jersey State Plane NAD 83 Coordinates of North 807967.60 East 417558.28) at the intersection of stone and wire fences, said point being the first corner of the whole tract of 247.51 acres of land of which this is a part, said point of BEGINNING being described in Deed Book 1439, Page 68 etc. and from said point and place of BEGINNING: running thence the following five courses along the first through fifth courses respectively of said whole tract

1. Along Lot 1.01, Block 801, lands formerly "Whittemore's" Farm and now or formerly Kenneth D. Martin, running in part generally along a stone row and wire fence, South 43 degrees 18 minutes 48 seconds West a distance of 1,402.39 feet to an iron pipe found; thence
2. Still along Lot 1.01, Block 801, North 48 degrees 03 minutes 11 seconds West a distance of 310.39 feet to an iron pipe found; thence
3. Along Lot 8, Block 801, running in part along a stone row, South 45 degrees 01 minutes 32 seconds West a distance of 1,097.89 feet to an iron found in a swamp, said point being the fourth corner of the whole tract; thence
4. Along Lot 32.03, Block 801, South 46 degrees 06 minutes 14 seconds East a distance of 1,304.24 feet to a concrete monument set on the northwesterly sideline of Ridge Road (a.k.a. County Route 519); thence
5. Along the northwesterly sideline of Ridge Road the following 13 courses; North 45 degrees 27 minutes 51 seconds East a distance of 104.21 feet to a point of curvature; thence
6. Northeasterly on a curve to the right having a radius of 5,746.15 feet an arc length of 167.15 feet to a point of tangency; thence

7. North 47 degrees 07 minutes 51 seconds East a distance of 317.25 feet to a point of curvature; thence
8. Northeasterly on a curve to the left having a radius of 2,848.43 feet an arc length of 159.91 feet to a point of tangency; thence
9. North 43 degrees 54 minutes 51 seconds East a distance of 41.07 feet to a point of curvature; thence
10. Northeasterly on a curve to the right having a radius of 3,836.33 feet an arc length of 170.74 feet to a point of tangency; thence
11. North 46 degrees 27 minutes 51 seconds East a distance of 56.48 feet to a point of curvature; thence
12. Northeasterly on a curve to the left having a radius of 5,713.15 feet an arc length of 207.74 feet to a point of tangency; thence
13. North 44 degrees 22 minutes 51 East a distance of 206.60 feet to a point of curvature; thence
14. Northeasterly on a curve to the right having a radius of 5,746.15 feet an arc length of 120.35 feet to a point of tangency; thence
15. North 45 degrees 34 minutes 51 seconds East a distance of 49.39 feet to a point of curvature; thence
16. Northeasterly on a curve to the left having a radius of 5,713.15 feet an arc length of 156.56 to a point of tangency; thence
17. North 44 degrees 00 minutes 39 seconds East a distance of 210.68 feet to a concrete monument set on the municipal boundary line between the Township of Fredon and the Town of Newton; thence
18. Along said municipal boundary line North, 34 degrees 08 minutes 50 seconds West a distance of 185.65 feet to an iron found; thence
19. Still along said municipal boundary line, North 28 degrees 41 minutes 29 seconds East a distance of 540.09 feet to an iron pipe found; thence
20. Still along said municipal boundary line, North 47 degrees 23 minutes 50 seconds West a distance of 716.15 feet to the point and place of BEGINNING.

Containing 63.7318 acres more or less.

Prepared in accordance with a survey made by Allen Nichols,  
P.L.S., dated June 5, 2001.



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Allen Nichols, P.L.S.  
License No. 15537  
June 5, 2001

8147 BK: 02704 Pg: 00290

**SCHEDULE B**

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

Record & Return to  
Lenox Title Agency, LLC  
256 BROAD ST  
Bloomfield NJ 07003  
LX-00

P147 BK 2704 PG: 291

or  
PARTIAL EXEMPTION  
(P.L. 1975, c. 176)

To be recorded with Deed pursuant to P.L. 1968, c. 49, as amended by P.L. 1991, c. 808 (N.J.S.A. 46:15-5 et seq.)

STATE OF NEW JERSEY  
COUNTY OF Essex

SS:

FOR RECORDER'S USE ONLY			
Consideration \$	<u>750,000</u>		
Realty Transfer Fee \$	<u>0</u>		
Date	<u>2-14-03</u>	By	<u>AY</u>

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

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3, 4 and 5 on reverse side.)

Deponent Donna E. Clementi (Name), being duly sworn according to law upon his/her oath

deposes and says that he/she is the Title Officer in a deed dated April 25, 2002  
(State whether Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

transferring real property identified as Block No. 1001 Lot No. 1.01

located at County Rt. 519, Fredon Twp, NJ  
(Street Address, Municipality, County)

and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

Deponent states that, with respect to deed hereto annexed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied or removed in connection with the transfer of title is \$ 750,000.00

(3) FULL EXEMPTION FROM FEE Deponent claims that this deed transaction is fully exempt from the Realty Transfer Fee imposed by P.L. 1968, c. 49 for the following reason(s): Explain in detail. (See Instruction #7.) Mere reference to exemption symbol is not sufficient.

(b) By or to the United States of America, this State, or any instrumentality, agency or subdivision thereof

(4) PARTIAL EXEMPTION FROM FEE

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. (See Instructions #8 and #9.)

Deponent claims that this deed transaction is exempt from the increased portion of the Realty Transfer Fee imposed by P.L. 1975, c. 176 for the following reason(s):

- |   |   |
|---|---|
| <p>A) SENIOR CITIZEN (See Instruction #8.)</p> <input type="checkbox"/> Grantor(s) 62 yrs. of age or over.*<br><input type="checkbox"/> One- or two-family residential premises.  | <input type="checkbox"/> Owned and occupied by grantor(s) at time of sale.<br><input type="checkbox"/> Owners as joint tenants must all qualify except in the case of a spouse.   |
| <p>B) BLIND (See Instruction #8.)</p> <input type="checkbox"/> Grantor(s) legally blind.*<br><input type="checkbox"/> One- or two-family residential premises.<br><input type="checkbox"/> Owned and occupied by grantor(s) at time of sale.<br><input type="checkbox"/> No owners as joint tenants other than spouse or other qualified exempt owners. | <p>DISABLED (See Instruction #8.)</p> <input type="checkbox"/> Grantor(s) permanently and totally disabled.*<br><input type="checkbox"/> One- or two-family residential premises.<br><input type="checkbox"/> Receiving disability payments.<br><input type="checkbox"/> Owned and occupied by grantor(s) at time of sale.<br><input type="checkbox"/> Not gainfully employed.<br><input type="checkbox"/> No owners as joint tenants other than spouse or other qualified exempt owners. |

\* IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEED QUALIFY

- |  |  |
|--|--|
| <p>C) LOW AND MODERATE INCOME HOUSING (See Instruction #8.)</p> <input type="checkbox"/> Affordable According to HUD Standards.<br><input type="checkbox"/> Meets Income Requirements of Region. | <input type="checkbox"/> Reserved for Occupancy.<br><input type="checkbox"/> Subject to Resale Controls. |
|--|--|

- |  |   |
|--|---|
| <p>D) NEW CONSTRUCTION (See Instruction #9.)</p> <input type="checkbox"/> Entirely new improvement.<br><input type="checkbox"/> Not previously used for any purpose. | <input type="checkbox"/> Not previously occupied. |
|--|---|

Deponent makes this Affidavit to induce the County Clerk or Register of Deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of P.L. 1968, c. 49.

Subscribed and sworn to before me this 14th day of January, 2003.

*MASS MACHMAN*  
*Attorney at Law*  
*State of NJ*

Donna E. Clementi Name of Deponent (sign above line)  
Donna E. Clementi  
c/o LEXER Title Agency  
256 Broad St  
Bloomfield, NJ 07003 Address of Deponent

THE NATURAL CONCERNANCY Name of Grantor (type above line)

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.			
Instrument Number	<u>8147</u>	County	<u>Essex</u>
Deed Number	<u>2704</u>	Book	<u>2704</u>
Deed Date	<u>2-14-03</u>	Page	<u>299</u>
		Date Recorded	<u>2-14-03</u>

IMPORTANT - BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE HEREOF. This format is prescribed by the Director, Division of Taxation in the Department of the Treasury, as required by law, and may not be altered without the approval of the Director.

ORIGINAL - To be retained by County.  
DUPLICATE - To be forwarded by County to Division of Taxation on partial exemption from fee (N.J.A.C. 18:16 - 8.12)  
TRIPPLICATE - Is your file copy.

ORIGINAL AND DUPLICATE COPY MUST BE SUBMITTED WITH DEED TO COUNTY RECORDING OFFICER

## INSTRUCTIONS

### 1. STATEMENT OF CONSIDERATION AND PAYMENT OF REALTY TRANSFER FEE ARE PREREQUISITES FOR RECORDING OF DEED

No county recording officer shall record any deed evidencing transfer of title to real property unless (a) the consideration is recited in the deed and in the acknowledgment or proof of the execution thereof, or (b) an Affidavit by one or more of the parties named in the deed or by their legal representatives declaring the consideration is annexed for recording with the deed, and (c) a fee at the rate of \$1.75 for each \$500.00 of consideration or fractional part [which fee shall be in addition to the recording fees imposed by P.L. 1965, c. 123, Section 2 (C. 22A:4-4.1)] shall be paid to the county recording officer at the time the deed is offered for recording. An additional fee at the rate of \$.75 for each \$500 of consideration or fractional part in excess of \$150,000.00 of consideration shall be paid to the county recording officer.

### 2. WHEN AFFIDAVIT MUST BE ANNEXED TO DEED

- (a) This Affidavit must be annexed to and recorded with the deed in the event full consideration is not recited in both the deed or the acknowledgment or proof of the execution.
- (b) This Affidavit must also be annexed to and recorded with the deed where exemption from the fee is claimed.

### 3. LEGAL REPRESENTATIVE

"Legal Representative" is to be interpreted broadly to include any person actively and responsibly participating in the transaction, such as but not limited to: an attorney representing one of the parties; a closing officer of a title company or lending institution participating in the transaction; a holder of power of attorney from grantor or grantee.

### 4. OFFICER OF CORPORATE GRANTOR OR CORPORATE GRANTEE

Where a deponent is an officer of corporate grantor or grantee, the name of the corporation and the officer's title must be stated.

### 5. OFFICER OF TITLE COMPANY OR LENDING INSTITUTION

Where a deponent is a closing officer of a title company or lending institution participating in the transaction, the name of the company or institution and the officer's title must be stated.

### 6. CONSIDERATION

"Consideration" means in the case of any deed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is to be assumed and agreed to be paid by the grantee and any other lien or encumbrance thereon not paid, satisfied, or removed in connection with the transfer of title. (P.L. 1968, c. 49, Sec. 1 as amended.)

### 7. EXEMPTIONS FROM THE FEE

The fee imposed by this Act shall not apply to a deed:

- (a) For a consideration of less than \$100.00;
- (b) By or to the United States of America, this State, or any instrumentality, agency or subdivision thereof;
- (c) Solely in order to provide or release security for a debt or obligation;
- (d) Which confirms or corrects a deed previously recorded;
- (e) On a sale for delinquent taxes or assessments;
- (f) On partition;
- (g) By a receiver, trustee in bankruptcy or liquidation, or assignee for the benefit of creditors;
- (h) Eligible to be recorded as an "ancient deed" pursuant to R.S. 46:16-7;
- (i) Acknowledged or proved on or before July 3, 1968;
- (j) Between husband and wife, or parent and child;
- (k) Conveying a cemetery lot or plot;
- (l) In specific performance of a final judgment;
- (m) Releasing a right of reversion;
- (n) Previously recorded in another county and full realty transfer fee paid or accounted for as evidenced by written instrument, attested to by the grantee and acknowledged by the county recording officer of the county of such prior recording, specifying the county, book, page, date of prior recording, and amount of realty transfer fee previously paid;
- (o) By an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State;
- (p) Recorded within 90 days following the entry of a divorce decree which dissolves the marriage between the grantor and grantee;
- (q) Issued by a cooperative corporation, as part of a conversion of all of the assets of the cooperative corporation into a condominium, to a shareholder upon the surrender by the shareholder of all of the shareholder's stock in the cooperative corporation and the proprietary lease entitling the shareholder to exclusive occupancy of a portion of the property owned by the corporation.

### 8. EXEMPTION FROM INCREASED FEE (P.L. 1975, c. 176, Section 4 as amended.)

The following transfers of title to real property shall be exempt from payment of \$1.25 of the fee for each \$500.00 of consideration or fractional part thereof: 1. The sale of any one- or two-family residential premises which are owned and occupied by a senior citizen, blind person, or disabled person who is the seller in such transaction; provided, however, that except in the instance of a husband and wife no exemption shall be allowed if the property being sold is owned as joint tenants and one or more of the owners is not a senior citizen, blind person, or disabled person; 2. The sale of Low and Moderate Income Housing conforming to the requirements as established by this Act.

For the purposes of this Act, the following definitions shall apply:

"Blind person" means a person whose vision in his better eye with proper correction does not exceed 20/200 as measured by the Snellen chart or a person who has a field defect in his better eye with proper correction in which the peripheral field has contracted to such an extent that the widest diameter of visual field subtends an angular distance no greater than 20°.

"Disabled person" means any resident of this State who is permanently and totally disabled, unable to engage in gainful employment, and receiving disability benefits or any other compensation under any Federal or State law.

"Senior citizen" means any resident of this State of the age of 62 years or over.

"Low and Moderate Income Housing" means any residential premises, or part thereof, affordable according to Federal Department of Housing and Urban Development or other recognized standards for home ownership and rental costs and occupied or reserved for occupancy by households with a gross income equal to 80% or less of the median gross household income for households of the same size within the housing region in which the housing is located, but shall include only those residential premises subject to resale controls pursuant to contractual guarantees.

9. Transfer of title to real property upon which there is "new construction" shall be exempt from payment of \$1.00 of the \$1.75 fee for each \$500 of consideration or fractional part thereof not in excess of \$150,000.00.

For the purposes of this Act, the following definition shall apply:

"New construction" means any conveyance or transfer of property upon which there is an entirely new improvement not previously occupied or used for any purpose.

### 10. "REALTY TRANSFER FEE" IS A FEE IN ADDITION TO OTHER RECORDING FEES

The fee imposed under P.L. 1968, c. 49, as amended, is in addition to the usual recording fees imposed under P.L. 1965, c. 123, Sec. 2 (C. 22A:4-4.1.). The realty transfer fee is imposed upon grantors at the rate of \$1.75 for each \$500.00 of consideration or fractional part thereof, with an additional fee of \$.75 for each \$500.00 of consideration in excess of \$150,000.00. The fee is required to be collected by the county recording officer at the time the deed is offered for recording.

### 11. PENALTY FOR FALSIFICATION OF CONSIDERATION

Any person who shall willfully falsify the consideration recited in a deed or in the proof or acknowledgment of the execution of a deed or in the Affidavit declaring the consideration annexed to the deed is guilty of a crime of the fourth degree. (P.L. 1991, c. 308, Section 4)





**Foodshed Alliance**  
**Sustainable Agriculture Enterprise (SAgE)**

In partnership with  
The Nature Conservancy and Ridge and Valley Conservancy



**Information and Application**  
**for Sustainable Farm Businesses**

**2019 Growing Season**

SAgE Site:  
290 Route 206 South, Newton, NJ 07860  
[FoodshedAlliance.org](http://FoodshedAlliance.org)



## **Foodshed Alliance Sustainable Agriculture Enterprise (SAGE)**

### **Primary Contact**

Kendrya Close, Executive Director, Foodshed Alliance  
908-362-7967  
Cell 908-763-3665  
[Kendrya@FoodshedAlliance.org](mailto:Kendrya@FoodshedAlliance.org)

### **Sustainable Agriculture Enterprise Committee**

Bob Canace  
Board President  
Ridge and Valley Conservancy

Kendrya Close  
Executive Director  
Foodshed Alliance

Eric Derby  
Trustee  
Foodshed Alliance

Jacob Hunt  
Trustee  
Foodshed Alliance

Lisa Kelly  
Development and Communications Director  
Foodshed Alliance

Eric M. Olsen  
Lands Program Director  
The Nature Conservancy

Yvette Porter-Lee  
Volunteer  
Foodshed Alliance

Susi Tilley  
Executive Director  
Ridge and Valley Conservancy

Lynda Tower  
Volunteer  
Foodshed Alliance

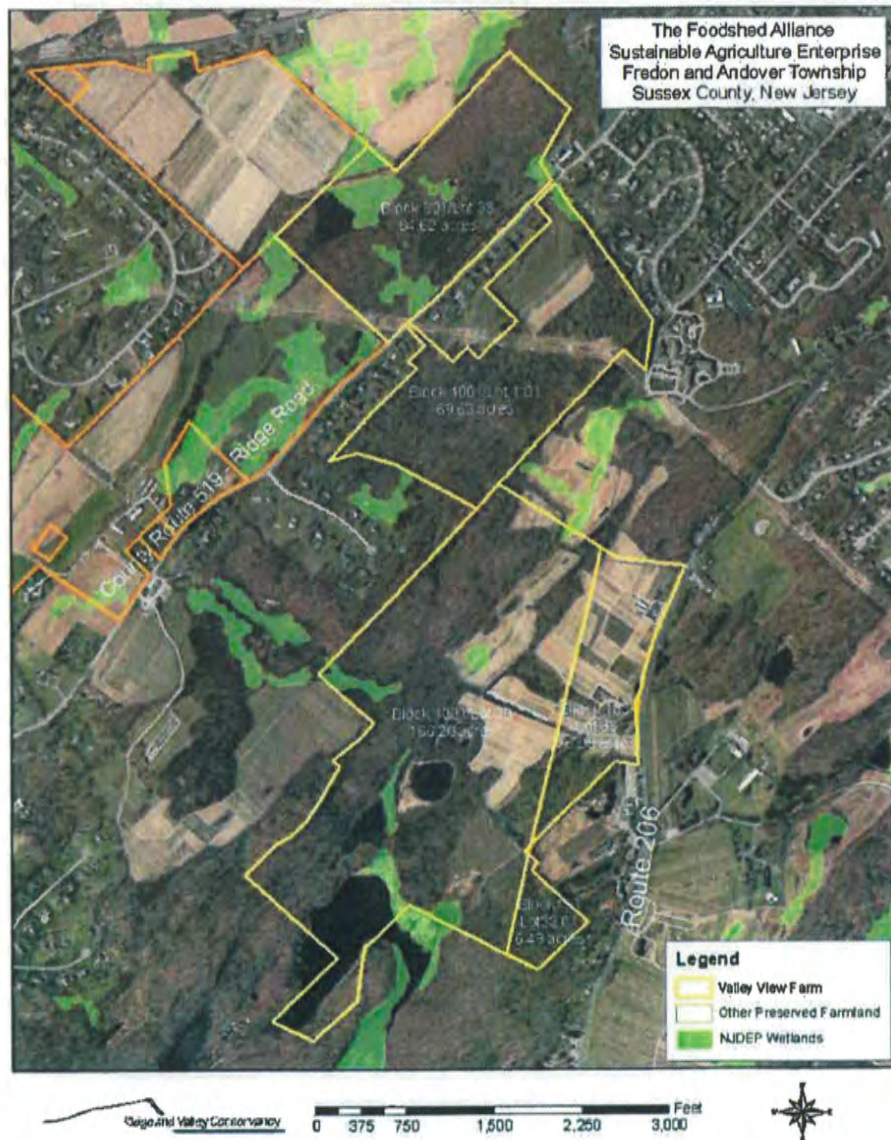
# Foodshed Alliance Sustainable Agriculture Enterprise (SAGE)

## Vision

The Foodshed Alliance Sustainable Agriculture Enterprise is a place where farmers who practice resilient agriculture can access land to expand, diversify, and teach about their farming methods, where people can learn about the source of food and the benefits of healthy food, where people can experience a unique natural landscape, and where a diverse natural world can thrive.

## Location

290 Route 206 South, Newton, NJ 07860



## **Foodshed Alliance Sustainable Agriculture Enterprise (SAGE)**

### **Background**

The Nature Conservancy – New Jersey Chapter (TNC) is transferring ownership in a cooperative partnership with Ridge and Valley Conservancy (RVC) and the Foodshed Alliance of the deed-restricted property known as Valley View Farm, located in Andover and Fredon Townships, Sussex County, between State Route 206 and County Route 519. The farm consists of 333 acres of agricultural fields and forest, and hosts several limestone sinkhole ponds. TNC has decided that it no longer wishes to own the property, but would like to see it owned by an organization that shares TNC values and that will advance sustainable farming on the property. The property also contains hiking trails and sensitive environmental features, which TNC would like to see protected in perpetuity.

The Foodshed Alliance and RVC are currently in the process of assuming ownership of the site. Once the property is transferred, Ridge and Valley Conservancy and the Foodshed Alliance will jointly manage the property. Ridge and Valley Conservancy will manage the parts of the property that have conservation value and maintain the trail system. The Foodshed Alliance will manage the farmland and oversee leases to sustainable farm businesses.

The Foodshed Alliance and RVC formed a Farm Committee to evaluate possible uses of the property, define sustainable agricultural practices that would be carried out on the farm, identify suitable farmers to lease the land, and develop a plan to allow for access for the public to learn about sustainable farming methods practiced on the property and use hiking trails.

The Foodshed Alliance Sustainable Agriculture Enterprise evolves out of the Regional Foodshed Resiliency Plan for the northern New Jersey published by the Foodshed Alliance in 2015, which identified major challenges to our regional food system and farming sector. (<http://foodshedalliance.org/downloads>). This project addresses the challenge of accessing affordable farmland by helping sustainable farmers gain long-term access to productive, preserved farmland within reach of viable markets.

The property has 60 tillable acres, a functioning well and 5,000-foot frontage on Route 206. Through this project, the Foodshed Alliance plans to lease individual plots (up to 10 acres each) to sustainable farm businesses at affordable rates. Leases will begin for the 2019 growing season.

Initial leases signed during the period while the land is being transferred from TNC to RVC and the Foodshed Alliance will be for two years, or until the land transfer is completed, whichever comes first. New leases will then be issued for a period of at least 10 years.

## **Foodshed Alliance Sustainable Agriculture Enterprise (SAGE)**

### **Requirements for Sustainable Farm Businesses**

The Foodshed Alliance Sustainable Agriculture Enterprise is available to farmers who can demonstrate solid farming experience and marketing and business plans.

Ideal candidates should have:

- 2+ years commercial farm management experience
- 3+ years commercial farming experience
- Detailed Farm Management Plan
- Detailed business/marketing plan
- A commitment to sustainable agricultural practices

We are recruiting farmers in the following categories, as appropriate to the land available: diversified vegetable, fruit, flowers, herbs, layer hen, poultry (meat), swine, goat, orchards and woodland products.

### **Sustainable Agriculture Practices and Environmental Stewardship**

In keeping with the Foodshed Alliance's mission of protecting our rural environment, we will recruit farmers who are dedicated to regenerative agriculture through the use of sustainable, organic and/or biodynamic methods.

We encourage organic and humane certification for all relevant agricultural practices taking place. However, organic certification is not required as long as National Organic Program (NOP) guidelines are used. For specifics, please see Land Use Protocols on page 10.

We encourage participating farmers to prepare and file a conservation plan with the Natural Resources Conservation Service. We also encourage participating farmers to apply for certification through the River Friendly Farms initiative, managed by North Jersey RC&D and the Foodshed Alliance, to protect waterways.

### **Partnership with Foodshed Alliance**

We envision working in partnership with the farmers in this program, providing ongoing technical assistance and facilitating synergistic and cooperative relationships with all farmers on the land. In addition, we will facilitate opportunities for the general public to learn about the source of food. Our role is also to oversee farmer compliance with the Farm Management Plan.

### **Farm Management Plan**

Each applicant must submit a Farm Management Plan to be approved by the Foodshed Alliance. The plan will outline the farming approach proposed, timing, and needs, and designate what contingencies will be followed to adjust to unforeseen conditions. The plan should address the following:

**FARM OPERATION:** A description of intended crop or livestock production, including how they relate to the program's Sustainable Agricultural Guidelines.

**LABOR:** The maximum number of farm laborers that will be employed seasonally.

## **Foodshed Alliance Sustainable Agriculture Enterprise (SAGE)**

**TEMPORARY INFRASTRUCTURE:** What structures are proposed, needed or anticipated. All structures must be approved, including design, materials and locations. Structures must be kept in viable condition. All structures and materials must be removed upon departure of participant unless approved to leave on site by Foodshed Alliance.

**STORAGE AND MAINTENANCE OF EQUIPMENT:** How equipment will be stored areas. Abandoned equipment must be removed. No equipment can compromise the sustainable farming guidelines (no leaking fuel, fluids, etc.).

**WEED CONTROL:** How weeds will be controlled. Farmers must incorporate control of noxious and invasive weeds into their farm management plan and carry out approved practices.

**PEST MANAGEMENT:** Identify the means by which they plan controlling pests that jeopardize their operation. Solutions shall comport with the sustainable farming tenets outline above, be humane, and shall not impinge on the operations of other farmers.

**FERTILITY/COMPOSTING:** Any plans for fertilizing and on-site composting should be outlined in the plan. All fertilizer should be approved for organic usage. If there is a need for composting off production fields, the plan should identify this need, as the Foodshed Alliance may make compost areas available to the farmer. Any composting must be in compliance with local ordinances and state statutes.

**LIVESTOCK:** If raising of livestock is proposed, the farmer must define how animals will be secured and well-tended, demonstrate that the carrying capacity of the land proposed to be used will not be exceeded, and how slaughtering or marketing of animals will be addressed, if this is planned.

**EVENTS:** Holding of events is regulated under the farmland preservation easement held by the State Agricultural Development Committee. Only events approved by the Foodshed Alliance can be held. These generally would consist of educational events or events to promote the overall farm project.

**MARKETING:** The farmer shall address any plans for marketing on the farm, including space needs, seasonal needs, etc.

### **Other Requirements**

**BUSINESS/MARKETING PLAN:** Share your roadmap to profitability and growth as the foundation of your business, describing your goals, strengths, weaknesses, opportunities, including your plans for selling your products.

**RISK MANAGEMENT PLAN:** Provide a document on how you evaluate and manage risk related to production, marketing, finances, legal and human risks.

**COOPERATION:** Farmers must recognize and cooperate with the needs of other farmers and the public and be responsive to decisions of the Foodshed Alliance. Farmers may have the opportunity to participate in beneficial cost-sharing opportunities.

**GENERAL SIGHTLINESS:** This is a public use space so while we recognize that farming is not always attractive, an effort must be made to keep things neat and orderly, pathways mowed, etc. Farmers must not damage or block farm lanes used for field access and trails. All field

## **Foodshed Alliance Sustainable Agriculture Enterprise (SAGE)**

supplies—stakes, row cover, black plastic, etc.—must be kept in a designated area when not in use and removed and stored at the end of each season

**VEHICLES:** Vehicles will be kept in good working order and stored in approved, designated areas. Abandoned vehicles must be removed from the premises upon notice by the Foodshed Alliance.

**UTILITIES:** Farmers may make arrangements to have electric service brought to their site by approved means. Electric delivery conduits must not interfere with any other infrastructure on the farm. Farmers must arrange to have a separate electric meter installed and will be responsible for paying the electric bill themselves.

**DAMAGES:** Farmers will be responsible any damage they cause or is caused by livestock or anyone they have invited to the farm. A damage deposit will be required upon signing a lease.

**INSURANCE:** Each farmer must carry a liability insurance policy in the minimum amount of \$1 million. The Foodshed Alliance shall be named as secondary insured.

**LABOR:** Farmers must comply with the New Jersey Fair Labor Standards Act in hiring and retaining employees.

**HOUSING:** At this time, no permanent housing is available on site. The Foodshed Alliance is willing to cooperate with farmers in investigating the feasibility and requirements for farm labor housing on site.

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### **Program Description and Standards**

**APPLICATION PROCESS:** For the 2019 growing season, a minimum of 3 to 4 farmers will be selected for leasing plots of tillable land. Applications will be evaluated on a case-by-case basis, in terms of whether their comfort with the mission of the Farm and the sustainable farming practices, outlined above. Whether Farm Management Plans are mutually supportive will be a factor in evaluating applicants.

**PLOT CONFIGURATION AND ACREAGE:** Acreage and configuration of each plot depends on the scale of farming undertaken and which areas are appropriate to these needs. The amount of acreage needed for the proposed farm operation will be determined by the farm management plan submitted during the application process. Tillable fields will be allocated to individual farm operations based on suitability to the proposed use, spatial considerations, and relationship to other needs (irrigation, marketing, etc.) Farm lanes will be considered to be part of individual farm fields and managed as part of the farm operation.

**FARM MANAGEMENT PLAN:** Farmers will have the right to carry out an approved Farm Management Plan. The plan will be reviewed at the end of each season. Farmers have the right to seek to modify plans, and carry out changes after Foodshed Alliance approval.

**ACCESS TO WATER:** A limited number of interconnections to the two irrigation wells on site will be available. Farmers that have need for water and approval through their management plan have the right to connect to irrigation sources. Irrigation delivery systems shall not interfere with other infrastructure, access to water by other farmers, or be wasteful. All irrigation infrastructure shall be removed at the end of the lease period, unless other arrangements are made. Water-use will be based on a conservation-based irrigation plan, availability of water from source, and viability of delivery system. Costs will be set at the outset of the lease.

**ACCESS TO ELECTRICITY:** Farmers have the right to arrange for the delivery of electric power to the site, and to share in any solar power-sharing arrangement that might be established for the program. Farmers will be responsible for metering and delivery system; system must be approved by landowner and have all necessary zoning approvals.

**FENCING:** Farmers have the right to erect fencing to keep deer and the public off of areas of production. Fencing must be secure and well maintained but must not block any public access areas. Electric fences must be labeled as such to provide a warning to public. Fencing plans must be approved by the Foodshed Alliance.

**IMPROVEMENTS:** Any improvements the farmers wish to make, such as hoop houses, pole barns, farm stands, etc., will be made at the farmers' own expense, within easement restrictions, and with the approval of the Foodshed Alliance.

**SIGNS:** Farmers have the right to erect signs identifying their operation or marketing their products, so long as the signs do not interfere with the operations of other farmers or restrict public access, and are approved by the Foodshed Alliance.

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**MARKETING ON-FARM:** Farmers have the right to incorporate an on-farm marketing strategy in their management plans, and to carry out those plans once approved. Final approval shall be based on any required local zoning approval of marketing structures, ingress and egress, hours of operation, etc. Farmers may form independent cooperatives for marketing purposes.

**SOLID WASTE:** The Foodshed Alliance will provide a centralized location for disposal of solid waste and recycling. Guidelines relative to the type of waste and volume will be incorporated into individual leases.

**SANITARY FACILITIES:** The Foodshed Alliance will provide centralized toilet facilities on the property.

**PUBLIC ACCESS AND TRAILS:** The public will have access to hiking trails which will be maintained by the Ridge and Valley Conservancy. The location of trails and trail regulations will be made known to farmers, who have the right to prevent users from accessing non-trail areas used in farm operations.

**LANDOWNER INCENTIVE PROGRAMS:** The Foodshed Alliance will cooperate with farmers who wish to pursue available landowner incentive programs that benefit the farm operation. The potential for any cost-sharing will be evaluated on a case-by-case basis.

**COMPLIANCE TO FARM MANAGEMENT PLAN:** The Foodshed Alliance will monitor compliance with your Farm Management Plan. Farmers who do not comply with their Plan and the land use protocols of this program will be asked to leave the program at the end of the growing season.

**LEASE RENEWAL:** Farmers have the right to renew their lease, should they be in compliance with an approved farm management plan and in good standing with respect to all other requirements.



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### **Land Use Protocols**

**SEEDS:** Farmers may choose to purchase conventionally produced seeds but may not use treated seed. If a farmer does choose to not purchase certified-organic seed, he or she may NOT use genetically modified/engineered seed (aka GM or GE), nor seed that has been treated with a non-approved chemical seed treatment.

**COVER CROPS AND ROTATION:** Farmers must cover crop and rotate crops once they acquire land as a standard practice to maintain soil tilth and health. Cover cropping includes spring-planted varieties (e.g. oats and field peas, clover), summer varieties (buckwheat or sorghum-sudan grass), and fall-planted varieties (oats, winter rye and hairy vetch). Cover crop types and varieties should be chosen according to specific goals of the farmer (building organic matter, fixing nitrogen, suppressing weeds, etc.) Cover crop varieties planned should be included in the submitted Farm Management Plan.

Farmers must lease enough land for proper crop rotation. We recommend for all non-perennial farmers an equal number of acres in cover crops as in cash crops. A minimum of 2/3 tillable acreage in cash crop and 1/3 tillable acreage in cover crop is required. A winter cover crop on all parcels is required whenever possible. Lease agreements will be the same for cash crop and cover crop parcels.

Perennial crop farms do not need to maintain this ratio of cover crop to cropped land. However, farmers must rotate perennials when feasible.

Any farmer(s) that require an exemption from these protocols must request the exemption in writing.

**FERTILIZER/COMPOST APPLICATION:** Proper soil management is the responsibility of each farm. All materials applied to fields must meet the standards set by the NOP. A nutrient management plan in accordance with the Natural Resources Conservation Service and the Warren County Soil Conservation District must be written before raw or composted animal manure may be imported onto the site.

**WEED MANAGEMENT:** Preventing weeds from reseeding and regenerating is essential to sustainable farm management. Acceptable means of controlling weeds are as follows: mulching, mowing, hoeing, cultivating and torching with flame weeders. Farmers may not use chemical substances to control weeds unless approved for organic use by the NOP.

Farmers are responsible for making regular field inspections for weed growth. Fields, field edges and road sides are required to be regularly maintained.

**INSECT MANAGEMENT** requires attracting and encouraging beneficial insect populations as a means to balance populations of insect pests. Farmers are required to understand current organic methods of control, including crop rotation, row cover and screens, biocontrols, and approved products. They should be versed in monitoring techniques such as scouting and trapping. Synthetic pesticides that are not approved by NOP standards are not allowed. Farmers must keep records of all pest controls in a log from year to year. This log is subject to inspection by Foodshed Alliance staff and may be requested for annual reporting.

**DISEASE MANAGEMENT:** The Sustainable Agriculture Enterprise does not allow the use of non-NOP approved synthetic chemicals, fungicides, or bactericides. Acceptable controls

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include: crop rotation, promotion of air flow, diseased plant removal and disposal, tool sanitation, restriction of foot traffic, cleanliness of clothing, boots, and gloves, straw mulch, black plastic mulch use, drip irrigation, and NOP-approved organic fungicides and biocontrols. Farmers need to be familiar with plant diseases and be able to identify them when they appear. Enterprise farmers must keep records of disease infections and controls to include in annual reports.

**CRITTERS:** Enterprise farmers are responsible for their own deer fencing and other systems to keep unwanted wildlife out of their fields. Possible wildlife includes deer, rabbits, voles, mice, raccoons, and groundhogs.

**IRRIGATION:** See section on Irrigation in previous section "Program Description and Standards." All farmers are expected to be courteous with their irrigation usage, and stay to the cooperative schedule unless approved otherwise by the Foodshed Alliance.

**END OF YEAR REPORTS:** Farmers are required to submit an end-of-year report each year. End of year reports are due by December 1 each year. Starting in Year 2 and after, the End of Year Reports should also include a copy of the previous year's Schedule F tax return. For example, with the December 2020 report, the farmer's 2019 Schedule F should be included.

**EMPLOYEES:** Farmers may hire employees. Employees must be properly registered and paid according to all local, state, and federal labor regulations. It is the responsibility of the farmer to be aware of all relevant labor regulations, including payroll taxation, workers compensation, child labor, and minimum wage. Farmers are expected to provide their employees with adequate time for water, bathroom, and lunch breaks, as well as to provide adequate training on food safety measures, tool safety techniques, and other relevant matters.

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### **Lease Rates**

Annual Operating Fee: \$250

Lease rate per acre per year: \$100 - \$150

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### **Application Procedure**

Foodshed Alliance Sustainable Agriculture Enterprise applicants will apply with a completed application and Farm Management Plan. The plan will include the business concept, mission and goals, organizational details, market plan, financial plan, production plan, and risk management plan.

- **November 1 to December 31:** Applications/Farm Management Plans submitted
- **January 31:** Approvals announced; 2-year renewable leases sent out for review and signature

Initial leases signed during the period while the land is being transferred from TNC to RVC and the Foodshed Alliance will be for two years, or until the land transfer is completed, whichever comes first. New leases will then be issued for a period of at least 10 years.

### **Application Requirements**

Applications may be emailed, or they may be typed and mailed, to Kendrya Close, Executive Director, at:

The Foodshed Alliance  
P.O. Box 713  
Blairstown, NJ 07825  
Kendrya@FoodshedAlliance.org

Applications must be submitted as one package that includes your cover letter, cover page, all farm plan sections and appendices. Applications received piecemeal or handwritten will not be accepted. Be concise whenever possible. This is a working document that will be useful to you as well.

The business/marketing plan should be primarily focused on the current year of production, but should also provide insight into the future. How far into the future you project, and with how much detail is up to you.

Please include a cover letter that describes your interest in Foodshed Alliance Sustainable Agriculture Enterprise and why you think that you are a good candidate to participate in this program.

Applications must include the following:

- Cover Letter
- Cover Page
- Executive Summary
- Personal Business Concept
- Description of how the business is organized
- Farm Management Plan
- Business/Marketing Plan
- Financial Plan
- Appendices

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- Resume(s)
- Marketing materials
- Other documents that may be helpful in providing evidence of the robustness of your plan and your abilities.

Upon acceptance to the program Enterprise farmers will be expected to supply the following:

- Copy of Business Registration
- Copy of IRS EIN Confirmation Letter
- Copy of current liability insurance for minimum of \$1 million.
- Completed production plan for all crops/products