

STATE AGRICULTURE DEVELOPMENT COMMITTEE (SADC)
Department of Agriculture
REGULAR MEETING

**REMOTE MEETING DUE TO CORONAVIRUS
EMERGENCY**

August 27, 2020

Chairman Fisher called the meeting to order at 9:02 a.m.

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

Roll call indicated the following:

Members Present

Chairman Fisher
Cecile Murphy
Gina Fischetti
Brian Schilling
James Waltman
Denis Germano
Martin Bullock
Ralph Siegel
Richard Norz
Pete Johnson
Scott Ellis

Members Absent None.

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

Minutes

A. SADC Regular Meeting of June 25, 2020 (Open Session)

It was moved by Mr. Schilling and seconded by Mr. Siegel to approve the Open Session minutes of the SADC regular meeting of June 25, 2020. A roll call vote was taken. Ms. Murphy, Mr. Germano, and Mr. Norz abstained from the vote. The remaining members voted in favor of the motion. The motion was approved.

Report of the Chairman

Chairman Fisher expressed his appreciation and thanked Ms. Payne and the SADC staff for running business smoothly during these difficult times. He noted that this is attributed to their ingenuity, ability and dedication.

Chairman Fisher stated that Senator Smith introduced Senate bill S2605 and there has been a heightened push for solar development in the state. SADC staff, as well as some environmental groups, have noticed the bill needs some attention and has identified 84,000 acres of farmland located both in and outside of the ADA that will be the most suitable for solar projects. Farms are targeted for solar projects because it is the cheapest and easiest way to lay out a solar array. He noted that as things advance in the process, he is hopeful that a balance between public policy and cost efficiency will be found.

Chairman Fisher stated that the Winery Special Occasion Events (SOEs) legislation has expired. He noted that there are two competing bills in the legislature that will be discussed further and staff is working with the Governor's office on that.

Report of the Executive Director

Ms. Payne directed the Committee to an article regarding the solar matter and the Dakota Powers Project, which serves as an example of what will continue to happen if adequate standards are not created related to solar siting.

Ms. Payne noted that SADC staff is waiting on the Office of Management and Budget (OMB) to certify the funds that will be available to support the appropriation request for FY2021 and is planning to submit the appropriations schedule to the Committee next month. She noted that FY2020 was not an average year as COVID-19 shut down many closings. In total fifty farms closed in FY2020 compared to 62 closings in FY2019 and a recent annual average of about 75 closings. Staff hopes is to recover some of the momentum in FY2021 as the counties are getting back on their feet and farmers are getting into the groove of the new normal.

Ms. Payne noted that the Delegation Report submitted to the Committee today lists the certifications of values, soil and water cost share and deer fencing grants issued.

Ms. Payne stated that public comments are to be emailed to sadc@ag.state.nj.us and all public comments received during the meeting will be read at either public comment section.

Mr. Everett stated that the SADC approved a contract to have a private company conduct remote reconnaissance farm visits on five farms utilizing drone technology. The Drone Pilot Project was conducted in Sussex and Warren Counties. Mr. Everett reviewed the finding from the Lyons Farm in Sussex county, which is a diversified farm with beef cattle, fruit trees and woodland. The original reconnaissance farm visit conducted in fall of 2019 determined that it did not meet SADC minimum eligibility criteria for tillable acreage due to a lot of overgrown stock. The drones were able to take photos and staff used them in connection with the GIS tracking system in order to orient the footage. Mr. Everett stated that there are many advantages and disadvantages of drone usage, but it helps to process applications during these difficult times.

Public Comment

No Public Comment.

Old Business

A. Soil Production Standards – Best Management Practices (Discussion Only)

Mr. Everett stated that before the COVID-19 pandemic hit, staff brought a series of Best Management Practices (BMPs) for Soil Production Standards to the Committee for its input. Mr. Everett reviewed the soil disturbance land use chart with the Committee and stated that it is color coded to capture land uses on farms and is broken down in categories based on soil disturbance reversibility. The red soil disturbance class indicates mostly permanent soil disturbance, orange indicates semi-permanent soil disturbance, yellow indicates temporary soil disturbance and green indicates not disturbance. Mr. Everett stated that he has gone to the County Agriculture Development Boards (CADBs) to get feedback and he is scheduled to discuss with the Burlington CADB in September. He noted that BMP presentations will be posted to the SADC's website as well as its YouTube channel for review and comment from stakeholders and CADBs.

Mr. Germano asked what, if any feedback, was given from the CADBs regarding the BMPs. Mr. Everett stated that there were not many complaints and there were no calls or written comments requiring more information as this is still in the discussion phase. Ms. Payne stated that the Committee looked at BMPs in January and February right before the pandemic, so it may have stifled the ability of the CADBs to spend time on this. The videos will create a tool for the stakeholders to consume this information and get more of a

conversation going. Chairman Fisher stated that as time has gone on, much of the opposition that was there earlier has dissipated.

Mr. Norz asked when the SADC will be allowed to give input or make changes to these before they go out. Ms. Payne stated that once the Committee is ok with this, it will be posted to the web and sent to the stake holders for their feedback and staff certainly wants the Committee's feedback.

Mr. Siegel stated that he is not clear on the feedback given from the stakeholder community as the soil disturbance limitation of up to six acres may get a negative comment from some stakeholders as the six- acre limit is hard to apply to smaller farms. Mr. Schilling stated that context matters, so what's important is that the number of disturbed acres right now is quite small and that ARDA has an expectation to support the industry.

Mr. Siegel reiterated his concern is for the smaller farms in this case and asked why staff has not heard from the New Jersey Conservation Foundation (NJCF). Ms. Payne stated that staff gave presentations to the NJCF but she has not heard anything from them. Staff is glad to speak at any and every meeting to which it is invited to elevate this topic. Mr. Johnson stated that this is the first time that he's seen hard numbers and design plans on the BMPs and that might have something to do with why there has been no real feedback given. Ms. Payne suggested having the BMPs referred back to the Deed of Easement (DOE) subcommittee of the SADC to get feedback. The feedback would then be brought to the Committee where it will have the final opportunity to review them at that point. Secretary Fisher concurred that the matter be forwarded to the DOE subcommittee for review.

B. Princeton Show Jumping – Request for Additional Show Dates in 2020

Note: Mr. Norz and Mr. Schilling have recused on this matter.

Ms. Payne reviewed the Princeton Show Jumping (PSJ) case with the Committee and stated that the SADC has received a copy of a letter dated August 6 from Anthony Sposaro, attorney for Hunter Farms/ Princeton Show Jumping (PSJ). Staff has been having an ongoing dialogue with them since 2013 with respect to their holding competitive hunter jumper shows. The SADC has approved PSJ to hold up to 9 shows on the Hunter Farms property consisting of not more than 42 days collectively.

Since the approval in 2013, PSJ asked for additional shows and in 2019 the SADC declined to approve more than 9 shows because there are a series of ongoing conservation concerns on the property. The SADC required PSJ to take care of all outstanding conservation issues before additional shows could be requested. The August 6th letter outlines a request for 3 additional shows in 2020 for an additional 17 days for a total of 12 shows for 57 total days.

The basis of the request is that COVID-19 caused the closure and cancellation of numerous horse shows in the Spring of 2020 which included the Devon horse show, the Brandy Wine horse show, the Garden State May horse show, the Sussex County horse show, the Hampton

Classic horse show and various other single day events. PSJ has licenses from the equine federation for more shows than the 9 shows that the SADC has approved. Since they have the licenses and because NJ is open for business for these kinds of events, PSJ is seeking approval from the SADC.

Ms. Payne reviewed four conservation concerns of the SADC with the Hunter Farm property and the status of those concerns. The first concern was an erosion channel in southern field of the farm and remediation on that area was completed per NRCS specifications and has been resolved to the satisfaction of the SADC.

The second concern is the lack of stormwater management facilities for the overall site. Mr. Sposaro responded that he received an email yesterday afternoon from John Showler at the Department of Agriculture stating that he had approved the storm water management plan. Mr. Sposaro stated that he would double check the approval with the soil conservation district.

Ms. Payne stated that the third issue was that Hunter Farms exceeded the 5% impervious cover limit. The owner has offered numerous potential concepts from professionals to remediate impervious surface over the current tent pad site, however, no actual plans for any one concept have been submitted for agency review. The SADC is requesting that they provide engineering plans for the specific concept they plan to move forward with.

The fourth outstanding issue involves the restoration of the former tent pad site along Burnt Hill Road. Upon review of soil logs, on August 6, 2020, the owner's professional rescinded her initial restoration proposal and offered a new, more intensive restoration concept. The owner has not stated whether he wishes to proceed with this new concept or not. No actual plans have been provided for agency review. The SADC is requiring PSJ provide engineering plans in order for them to move forward and no soil work will commence without formal SADC approval.

Ms. Payne stated that she has a letter dated August 26, 2020 from Montgomery Township attorney, Anthony Todaro, strongly objecting to additional shows for PSJ. She read the letter to the Committee at the request of Montgomery Township so that it will be added to the record:

“Dear Secretary Fisher & Committee Members:

As you may recall, this office serves as legal counsel to Montgomery Township (the "Township"). The Township is in receipt of Mr. Sposaro's correspondence on behalf of Hunter Farms, under cover of letter dated August 6, 2020. Please accept the following as the Township's opposition to the extraordinary relief sought by Hunter Farms therein.

As an initial matter, the Township did not have any reason to respond to Mr. Sposaro's letter until the SADC's August 27, 2020 agenda was amended on August 25, 2020, to include Hunter Farms' petition seeking to further exploit the Right to Farm Act (the

"RTFA"). Accordingly, the Township strongly disagrees with any formal action taken in connection with this matter during the August 27, 2020 meeting.

Notwithstanding said objection and without waiving same, the Township's primary concern in relation to the RTFA is the public's safety and its collaborative efforts to ensure preserved lands remain agricultural for future generations. Contrary to the insinuations found within the August 6, 2020 letter, the Township remains ready, willing and able to work towards resolving the outstanding issues caused by Hunter Farms' improper conduct and willful omissions. To the extent that the SADC decides to take formal action during Thursday's meeting, the Township respectfully requests that, prior to allowing any additional horse shows, the SADC either: (1) require Hunter Farms to submit to Agricultural Mediation with the Township; or (2) forward the matter to the Office of Administrative Law.

Next, Hunter Farms' continued non-compliance prevents the SADC from allowing any additional shows or amending its prior approvals. There can be no dispute that we all must comply with State laws in order to receive the protections afforded by the RTFA. The deed of easement governing activities on the Premises is drawn from the Agricultural Retention and Development Act (the "ARDA") and SADC regulations. Moreover, Hunter Farms must adhere to all environmental and construction regulations, such as New Jersey's Stormwater Management rules, N.J.A.C. 7:8, and the Uniform Construction Code. The overarching goal of this statutory framework is to preserve the agricultural integrity and productivity of New Jersey farmland for the current owner(s) as well as future generations. In this case, the unauthorized development has detrimentally altered the Premises for actual farming purposes, and increasing the number of shows will only exacerbate the problems caused by Hunter Farms' clear violations. Furthermore, Hunter Farms cannot be given any protections under the RTFA until it complies with the SADC's conditions of approval and State law.

Pursuant to the deed of easement, impervious coverage for existing and new construction on the Premises cannot exceed five percent of the total acreage. Rather than adhere to its 2013 approvals and SSAMP, Hunter Farms elected to develop the Premises for purely show purposes, including: (1) at least three additional sand rings; (2) new and expanded temporary horse stable areas; (3) new gravel parking for attendees; (4) warm-up area for horses; and (5) grass parking for spectators. All topsoil that was disturbed and stockpiled as a result of this unauthorized development has been allegedly redistributed to other portions of the Premises. The August 6, 2020 letter finally concedes the Township's longstanding position that Hunter Farms' impermissible construction on the Premises exceeds the five percent limitation. These development activities are incredibly problematic to soil conservation, stormwater run-off and retention considerations and future actual agricultural uses of the Premises, and thereby constitute significant violations of the deed of easement, ARDA, and SADC regulations. Before increasing the number of shows, Hunter Farms must be compelled to remediate the Premises "to a previous condition similar to that of the undisturbed portions of the farm in accordance with a plan approved by the Committee." See SADC Sept. 26, 2019 Resolution #FYR() at 6-7, ¶8.

The Committee permitted a limited number of shows in response to Hunter Farms' 2013 testimony that the value of horses bred and raised on the Premises increases based upon performance in competitions. To ensure that the shows were a legitimate marketing tool for the agricultural output and could not be confused with non-agricultural activities whose primary purpose is to impermissibly market the use of the farm's land, the Committee required that "a minimum of 10 horses or 10% of the horses participating in the shows, whichever is greater, shall be owned by [Hunter Farms], and bred, raised and/or trained on the Premises."

On a yearly basis, the SADC was to be provided with sufficient evidence of the agricultural output - i.e., horses bred, produced, raised, and trained on the Premises - shown during competitions and sold by Hunter Farms. While Hunter Farms may request additional show days, it must demonstrate the need for additional shows to market said output. Again, it is beyond question that the approved agricultural use on the Premises is Hunter Farms' breeding, raising, and training of horses. Absent the marketing of Hunter Farms' agricultural output, the shows constitute nonagricultural activities prohibited by the deed of easement and SADC regulations. Indeed, Resolution FY2013R5(5) explained that failure to provide the SADC with evidence of substantial equine production or sales resulting from holding shows on the Premises could result in the SADC rescinding its approval of the ability to hold equine shows on the Premises.

Here, Hunter Farms has not provided the SADC with sufficient information about the production activities on the Premises nor the sale of the horses bred, produced, raised, trained, and shown. In fact, the SADC even acknowledged last fall that "to date no horses have been bred or raised on the Premises." See SADC Sept. 26, 2019 Resolution #FYR() at 5, ¶1. Since Hunter Farms lacks any proof of actual farm production on the Premises, it cannot demonstrate a need for additional shows to market its agricultural output.

Similarly, the deed of easement and prior Resolution(s) require Hunter Farms to develop a conservation plan approved by the Somerset-Union Soil Conservation District. Hunter Farms is also obligated to satisfy New Jersey's Stormwater Management rules, N.J.A.C. 7:8, as well as implement a NRCS conservation plan for the Premises. Hunter Farms has yet to implement a Stormwater Management plan or NRCS conservation plan for the Premises. Both plans are required by the deed of easement, the Committee's prior approvals, and applicable State laws. Thus, it is appropriate for the SADC to reject Hunter Farms' petition at this time.

Lastly, with all due respect to Mr. Sposaro, the August 6, 2020 correspondence severely misconstrues Judge Miller's opinion in regards to local public assembly permits. There was no finding by the Court that the Township has "[refused] to abide by the Right to Farm Act." Unfortunately, the same cannot be said for Hunter Farms' flagrant disregard for the SADC's conditions of approval and RTFA during the past seven consecutive years.

For these reasons, it should come to no surprise that Hunter Farms' claim that it is currently experiencing "delays" in achieving compliance due to the COVID-19 virus is contrary to the facts. Hunter Farms had seven years to comply with the conditions of approval and satisfy its outstanding obligations. Ironically, during that same time period, Hunter Farms was able to: (a) advertise and hold shows on the Premises in excess of the number of permitted competitions; (b) host double the amount of allowable visitors and spectators during show dates; (c) build into the Township's right-of way in an attempt to provide additional access to the Premises during show dates; and (d) complete substantial development of the Premises to facilitate its non-agricultural operations. This is not a situation involving an unforeseen hardship to a commercial farmer. Instead, this is another excuse by Hunter Farms to avoid its outstanding obligations at the expense of the Right to Farm program, and to the detriment of actual farmers in need of additional safeguards.

In sum, contrary to Hunter Farms' allegation(s), this is not a matter involving a disgruntled municipality attempting to sidestep the SADC's jurisdiction. The Township shares in the laudable goal of promoting and facilitating farming activities within its borders. To be blunt, Hunter Farms' continuous violations and failure to conduct any actual farming activities on the Premises is the cause of all disputes involving the SADC, SCADB, and Township.

Rather, the time has come for the SADC to enforce the deed of easement and exercise its authority, or rescind Hunter Farms' protections pursuant to the RTFA. It is now clear that Hunter Farms has developed the Premises for purely non-agricultural purposes, and these improvements exceed the five percent impervious cover limitation. Moreover, Hunter Farms is not entitled to the protections of the RTFA until it complies with State law. Hunter Farms has ignored all applicable laws and regulations, including the ARDA, Stormwater Management regulations, and the RTFA itself. At this juncture, the only activities that should be authorized are the production of Hunter Farms' agricultural output and necessary restoration of the Premises.

Based on the foregoing, granting Hunter Farms permission for additional show days and amending its approvals would constitute an arbitrary, capricious, and patently unreasonable decision that would be in direct contravention of the applicable law.

Should the Committee have any questions or concerns, please do not hesitate to contact the undersigned directly, at the SADC's convenience.

With thanks, I remain,

Anthony R. Todaro, Esq."

Ms. Winzinger read an email from Mr. Emad Abou-Sabe, neighbor of PSJ, in which he states:

“We the neighbors wholly object to granting Hunter Farm any additional show dates. We have consistently offered evidence of HF’s non-compliance with the Deed of Easement as follows;

- Number of tents in excess of 2013 approval*
- Duration of use of tents in excess of 2013 approval*
- Photographs of the excess runoff from riding rings directly in to the Back Brook*
- Evidence that the construction of the rings is in fact impervious in nature*
- HF’s own admission that the tent pads are impervious*

Please note that NJ State codes stipulate that structures erected for longer than six months shall be deemed permanent and should be regulated that way.

*Thanks,
Emad”*

Chairman Fisher requested comments from PSJ.

Mr. Sposaro, stated that PSJ has made a good faith effort to comply with the requirements imposed by the resolution of the SADC and the Deed of Easement (DOE) and believes that with the temporary tent augmentation plan, PSJ will be in compliance with the 5% impervious cover limit. The stormwater plans have been approved and once shows are over and the soil is dry enough, that work will commence.

The former tent area work is partially complete as rocks were removed from the soil, and crops were planted and are fully vegetated. Mr. Sposaro stated that these efforts will take an extended period of time due to deep plowing and adding nutrients to the soil to bring it back to what it once was. Mr. Sposaro added that PSJ is looking for three additional shows and 14 show days.

Chairman Fisher stated that the PSJ case is before the Committee today because of the threat to the equine industry from show closures. He addressed the Committee and advised them to consider the extra show days for PSJ if it feels PSJ will comply with the Committee’s conditions by year’s end. Mr. Sposaro stated that the USEF has reached out to PSJ to offer more shows and the Committee has previously recognized that the sale of horses constitutes production because the horses are shown and developed at Hunter Farms. He noted that the equine industry was dead until these shows commenced in late June as they were delayed over two months due to the COVID-19 pandemic.

Mr. Germano asked Mr. Sposaro if PSJ has exceeded the number of shows and show days that they were authorized to have and if they plan to use Hunter Farms/PSJ horses to compete in the three additional shows. Mr. Sposaro stated that 8 shows and 40 show days were conducted so far, which is under the 9-show limit and 42 allowed days. PSJ is asking for 3 additional shows beyond that and 14 additional show days and it is a one-time only request.

Mr. Waltman stated that the SADC has been through this for years with PSJ and their non-compliance with the SADC's conditions, so he's objecting to them adding any events for this year until they satisfy the conditions.

Mr. Siegel stated that the letter from Montgomery Township's should be given weight in this case as Montgomery Township is strongly against the Hunter Jumper shows. Mr. Siegel motioned to deny the request of PSJ. Ms. Murphy seconded the motion. Chairman Fisher asked Mr. Stypinski if there are not enough votes to deny the request, does that mean it is approved. Mr. Stypinski stated that no, that there would have to be a motion to approve the request. Mr. Siegel withdrew his motion.

Chairman Fisher asked for a motion to approve PSJ's request to hold three additional shows for 14 additional show days. Mr. Germano moved to approve the request and Mr. Johnson seconded the motion. Mr. Germano stated that he is willing to approve the request because the restoration of the tents is an ongoing process that is done during the fall and based on what he understands, there are efforts to get it done and the same is true for the soil and water regulations and soil and water management plan. However, he noted the importance for the farm to get in compliance as soon as possible.

Mr. Philbrick stated that that horse shows are very important as his facility has allowed farm owners to stay in business. He noted that without horse shows scheduled in September, public and private facilities will be shut down and lots of people will be out of work.

Chairman Fisher commented that Hunter Farms/PSJ has not had a good history for several years with adhering to and complying with the conditions imposed by the SADC, and therefore, the Committee was frustrated because it was not getting the response it should have from them. The Committee tried to be accommodating and still felt that it was not getting a response until the last year or two. However, Chairman Fisher stated that it seems as though PSJ is taking the Committee seriously now. regarding what the Committee is requiring for the various conditions that are set forth. Chairman Fisher addressed the Committee and stated that they should vote today based on how serious they think PSJ is about carrying out its efforts to fulfill its agricultural commitments, and that it will not be back next year before the Committee asking for more dates until they do what is required of them.

It was moved by Mr. Germano and seconded by Mr. Johnson to approve Princeton Show Jumping request to have three additional shows and fourteen additional show days, for one time only. A roll call vote was taken. Mr. Norz and Mr. Schilling recused from the vote. Ms. Murphy, Mr. Waltman, Mr. Bullock, Mr. Siegel and Mr. Ellis voted against the motion. Ms. Fischetti, Mr. Germano, Mr. Johnson and Secretary Fisher voted in favor of PSJ's request. The motion was denied.

New Business

A. Reorganization

1. Election of Vice Chairman

Ms. Payne stated that long acting Vice Chairman, Mr. Alan Danser, has stepped down from the SADC and it's time to elect a new Vice Chairman. The Vice Chairman's role is to serve when the Secretary or his designee is unable to attend a meeting. Secretary Fisher requested nominations from the committee. Mr. Schilling commented that he favors the Vice Chairman being among the ranks of the public and farmer members and nominated Mr. Germano to serve as Vice Chairman. Mr. Siegel seconded the nomination. There were no other nominations from the committee. It was moved by Mr. Norz and seconded by Secretary Fisher to close the nominations. The motion was unanimously approved.

It was moved by Mr. Schilling and seconded by Mr. Siegel to approve the election of Mr. Germano as Vice Chairman of the SADC. The motion was unanimously approved.

2. September 2020 to July 2021 Meeting Dates

It was moved by Mr. Schilling and seconded by Mr. Germano to approve the September 2020 to July 2021 Meeting Dates. The motion was unanimously approved.

B. FY21 Budget Approval

Mr. Distaulo reviewed the FY21 administrative budget for the SADC's Farmland Preservation Program activities. He explained that COVID-19 impacted many of the line items of the budget due to unexpected costs of employees working from home, new equipment and the realities of things that were not anticipated before. The main difference from last year's budget relates to fringe costs. In FY20 the Office of Management and Budget (OMB) required the SADC to pay 25% of its fringe costs from the SADC's Corporate Business Tax (CBT) proceeds, whereas for FY21, OMB is requiring the SADC to cover 100% of its fringe costs, resulting in an increase of \$750,000. Mr. Distaulo stated that staff recommendation is to grant final approval of the FY2021 budget outlined before them.

Mr. Norz asked where the extra money is coming from to increase the budget. Ms. Payne stated that the SADC administrative budget is funded entirely by Corporate Business Tax (CBT) revenues with the biggest change coming from the fringe costs. Since the history of the program, up until FY2019, all fringe costs associated with staff were paid through the Governor's general budget and were not paid for by the SADC through its Farmland Preservation funds; however, that mandate has changed.

In FY20, SADC paid one quarter of its fringe costs, and in FY2021, SADC is required to pay the full amount. The funds are available and sufficient administrative funds were

approved by the legislature and available to satisfy this. Mr. Norz asked for the percentage of money that will be coming out of the Preservation Program. Ms. Payne answered that CBT funds last year were 50 million dollars and this year it may be 35 or 40 million. Chairman Fisher stated that there is one million dollars that would have gone to farmland preservation that is now going to administrative costs.

It was moved by Mr. Siegel and seconded by Mr. Germano to approve FY21 budget. A roll call was taken. Mr. Norz voted against the motion. The remaining members voted in favor of the motion. The motion was approved.

C. Stewardship

1. House Replacement

Grumpy Farm LLC, Block 46, Lot 22.01, Reading Township, Hunterdon County, 70.07 acres.

Mr. Roohr referred the Committee to a request for a house replacement on the Grumpy Farm, LLC. He reviewed the specifics of the application with the Committee, noting that the application was approved by the Hunterdon CADB at its July 9 meeting, and stated that staff recommendation is to grant approval as it meets the DOE requirements.

Mr. Roohr noted that a letter came in on August 26th from an entity called Paradise Farm, in Clinton, NJ. Paradise Farm is objecting to this house replacement because it involves relocating a farm house outside of its original farmstead complex area. Their rationale is that the language in the DOE allowing for the construction of a single family residential building anywhere on the premises to replace a single-family residential unit in place of the time of conveyance of the easement with the approval of the Committee does not apply to farm houses. The letter takes the position that a farmhouse is a specific ag structure and not a general residence, therefore the language in the DOE is not applicable to farmhouses. Ms. Payne stated that staff wanted to bring this objection before the Committee, however, it does not agree with this interpretation of the DOE because farmhouses have always been considered as residential units by the SADC when it interprets the deed of easement.

It was moved by Mr. Germano and seconded by Mr. Siegel to approve Resolution FY2021R8(1), granting approval for the house replacement request for Grumpy Farm. A roll call vote was taken. The motion was unanimously approved. A copy of Resolution FY2021R8(1) is attached to and a part of these minutes.

D. Review of Non-Agricultural Development in the ADA (N.J.S.A. 4:1C-19) PSE&G Roseland- Pleasant Valley Transmission Project Segment 1: Morris and Somerset Counties

Mr. Bruder reviewed a draft resolution with the Committee which outlined a proposed PSE&G project to replace existing electric transmission lattice towers with taller monopole

structures within a 50-mile stretch of its existing right of way. The resolution finds that the proposed project does not cause an unreasonably adverse effect on preserved farms, the ADA, or State agricultural preservation and development policies. Both Morris and Somerset CADBs have reviewed the matter and made the same findings. Mr. Bruder stated that staff recommendation is to approve the resolution.

It was moved by Mr. Germano and seconded by Mr. Schilling to approve Resolution FY2021R8(2), finding that the proposed PSE&G Roseland-Pleasant Valley Transmission Project does not cause unreasonably adverse effects on preserved farms, the ADA or State agricultural preservation or development policies. The motion was unanimously approved. A copy of Resolution FY2021R8(2) is attached to and a part of these minutes.

E. Soil Protection Standards Agreement – Dubrow Farm
Franklin Township, Hunterdon County

Mr. Everett reviewed with the Committee how staff should administer farms seeking enrollment into the Farmland Protection Program (FPP) where the extent of soil disturbance approaches the maximum allowed under the proposed soil protection standards being developed by the Committee. The concern in the Dubrow case is that a landowner may make the decision to preserve his farm, but once preserved, there could be very little remaining capacity for disturbance. Staff is seeking a method of ensuring that landowners are aware of the draft standards and acknowledge that their farm would be subject to such limitations once preserved to avoid the likelihood of soil disturbance-related litigation in the future. Staff drafted a template of an agreement that could be used in such instances for Committee review.

Mr. Germano suggested some changes to be made to the last paragraph of the Soil Protection Standards Agreement, which reads:

“Owner acknowledges that paragraph 2 of the Deed of Easement provides: “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...”, and Owner understands and agrees that: (1) the SADC reserves the right to deny or rescind approval of the application or cost share grant should development occur on the Premises prior to preservation in contravention of the soil protection standards; (2) the Owner of the preserved Premises will be subject to the soil protection regulations to be adopted by the SADC; (3) by accepting the Premises for enrollment in the farmland preservation program, the SADC reserves its rights under the Deed of Easement; (4) the Owner shall provide a copy of this Agreement to any party who takes title to the Premises prior to preservation; (5) this Agreement shall be recorded contemporaneously with the Deed of Easement.”

Mr. Germano suggested the word “*development*” be changed to “***additional soil disturbance***”, and that point number two of the paragraph should read (2) *the Owner of the preserved Premises will be subject to the soil protection regulations to be adopted by the SADC notwithstanding the fact that the property is enrolled in the program before the rule is adopted.* He noted that point (1) should come after point (2).

Chairman Fisher suggested that the Soil Protection Standards Agreement should just be a signed agreement that acknowledges that the farmland owners have received the rules and information and that they are aware of penalties. Ms. Payne stated that the most conservative way to go about this to protect the SADC would be to have the landowner sign something that says they acknowledge what the draft proposal is and that they understand that even if that proposal changes they will be held to the regulations that the SADC adopts. An alternative approach would be for staff to develop a “guidance document” on soil disturbance that landowners would need to acknowledge receipt of, as is done for other subject areas related to application submission. Staff is concerned as the Dubrow Farm is approaching closing and the landowner was not aware of how the limits apply to their farm. The recommendation is for a more formal process that would require recording the agreement. Mr. Norz stated that his concern is that he does not want to see landowners get into a position where they are caught off guard and find out that they have to remediate their land and wind up having to spend lots of money to come into compliance with SADC regulations. Chairman Fisher asked how this agreement will be moved from one landowner to the next. Ms. Payne stated that if the document is recorded, any future owner of the property will see this document from a title search. Ms. Payne stated that the Dubrow Farm landowners are anxious to close and that staff is looking for the Committee to set the tone on how this issue will be handled with regard to this property, which will set the precedent on how similarly-situated properties will be handled going forward. Chairman Fisher stated that he agrees with recording a document to outline standards, but not as hyper-specific as this document is and that the landowners just need to know what standards they have to follow. .

It was moved by Mr. Norz and seconded by Mr. Germano to attach the Soil Protection Standards Agreement with the changes to the agreement that were suggested by Mr. Germano to the deed documents. A roll call vote was taken. The motion was unanimously approved.

F. PIG Program Implementation Procedure Update

Ms. Miller reviewed the PIG Program Implementation Procedure Update with the Committee. In 2007 when the SADC adopted its full Planning Incentive Grant (PIG) rules, it also issued written implementation procedures to provide detailed guidance to county PIG program participants on how the PIG rules worked. In light of the recent update to the county PIG rules and substantial amendments to the municipal PIG rules, including creation of a municipal competitive grant fund, staff has prepared an update of the prior PIG implementation procedures. Once approved by the Committee, the document will be sent to

all PIG program participants to assist them with understanding how to successfully participate in the PIG program.

It was moved by Mr. Siegel and seconded by Mr. Germano to approve the PIG Program Implementation Procedure Update. The motion was unanimously approved.

G. Resolutions: Final Approval – County PIG Program

Ms. Miller referred the Committee to four requests for final approval under the County PIG Program. She reviewed the specifics of the requests with the Committee and stated that the staff recommendation is to grant final approval.

Note: Mr. Johnson recused from both the RTE Farms discussions.

It was moved by Mr. Germano and seconded by Mr. Waltman to approve Resolutions FY2021R8(3) and FY2021R8(4) granting approval to the following applications under the County PIG Program, as presented, subject to any conditions of said resolution.

1. Dennis & Nancy Dare, SADC ID# 17-0223-PG, Resolution FY2021R8(3), Block 43, Lot 13, Upper Pittsgrove Township, Salem County, 75.4 acres.
2. Martin and Cathleen DeSapia, SADC ID#10-0430-PG, Resolution FY2021R8(4), Block 6, Lot 11, Kingwood Township, Hunterdon County, 48.4 acres.

A roll call vote was taken. The motion was unanimously approved. A copy of Resolutions FY2021R8(3) and FY2021R8(4) is attached to and a part of these minutes.

It was moved by Mr. Schilling and seconded by Mr. Norz to approve Resolutions FY2021R8(5) and FY2021R8(6) granting approval to the following applications under the County PIG Program, as presented, subject to any conditions of said resolution.

3. RTE III Farms, LLC, SADC ID#03-0433-PG, Resolution FY2021R8(5), Block 903, Lot 22.01, Tabernacle Township, Burlington County, 56 acres.
4. RTE III Farms, LLC, SADC ID#03-0432-PG, Resolution FY2021R8(6), Block 903, Lot 14.01, Tabernacle Township, Burlington County, 98 acres.

A roll call vote was taken. The motion was approved. A copy of Resolutions FY2021R8(5) through FY2021R8(6) is attached to and a part of these minutes.

H. Resolutions: Final Approval- Municipal PIG Program

Ms. Miller referred the Committee to one request for final approval under the Municipal PIG Program. She reviewed the specifics of the request with the Committee and stated that the staff recommendation is to grant final approval.

It was moved by Mr. Schilling and seconded by Mr. Germano to approve Resolution FY2021R8(7) granting approval to the following application under the Municipal PIG Program, as presented, subject to any conditions of said resolution.

1. Wesley & Melinda Kollmer, LLC, SADC ID#10-0249-PG, Resolution FY2021R8(7), Block 6, Lot 7, Kingwood Township, Burlington County, 26 acres.

A roll call vote was taken. The motion was unanimously approved. A copy of Resolution FY2021R8(7) is attached to and a part of these minutes.

I. Resolutions: Final Approval- Direct Easement Purchase Program

Ms. Miller referred the Committee to six requests for final approval under the Direct Easement Purchase Program. She reviewed the specifics of the request with the Committee and stated that staff recommendation is to grant final approval.

1. Estate of Oscar Braun, SADC ID# 10-0275-DE, Resolution FY2021R8(8), Block 15, Lots 2 and 22.01, Holland Township, Hunterdon County, 128.2 acres.
2. Lori & Russell Pittenger, SADC ID#19-0022-DE, Resolution FY2021R8(9), Block 19, Lot 13, Green Township, Sussex County, 87.4 acres.
3. Judy Roof, SADC ID#19-0021-DE, Resolution FY2021R8(10), Block 2701, Lot 9, Stillwater Township, Sussex County, 66.65 acres.
4. Mary Roebling Foster, SADC ID#11-0048-DE, Resolution FY2021R8(11), Block 54, Lot 1, 2 & 11, Hopewell Township, Mercer County, 124.1 acres.
5. Donald Stimpson Sr. & Donald Stimpson Jr., SADC ID#17-0341-DE, Resolution FY2021R8(12), Block 47, Lot 13; Block 43, Lots 10 & 12; Block 46, Lot 8, Upper Pittsgrove Township, Salem County, 126.5 net easement acres.

6. Alice Fogg, SADC ID#06-0082-DE, Resolution FY2021R8(13), Block 3, Lot 7, Stow Creek Township, Cumberland County, 128.7 net easement acres.

A roll call vote was taken. The motion was unanimously approved. A copy of Resolution FY2021R8(8) through FY2021R8(13) is attached to and a part of these minutes.

J. Resolutions: Approval of Fee Resale Value
The Land Conservancy of New Jersey – Bain Estate
Frankford Township, Sussex County, FY09 Nonprofit Fee Grant

Ms. Miller referred the Committee to one request for approval of Fee Resale Value. 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. Norz and seconded by Mr. Schilling to approve Resolution FY2021R8(14) granting approval to the following application under Fee Resale Value, as presented, subject to any conditions of said resolution.

1. Bain Estate Farm, SADC ID# 19-0012-NP, Resolution FY2021R8(14), Block 26, Lots 14, 16 and 20.01, Frankford Township, Sussex County, 120.756 acres.

A roll call vote was taken. The motion was unanimously approved. A copy of Resolution FY2021R8(14) is attached to and a part of these minutes.

Public Comment

Chairman Fisher asked if there were any emails submitted from the public.

Ms. Winzinger stated that two emails came in.

The first email came from Amy Hansen, from the New Jersey Conservation Foundation, which reads:

“On behalf of the NJ Conservation Foundation, we will provide comments on the soil protection standards before the next SADC meeting in September and we apologize for the delay. We also support holding outreach sessions outlining the standards for the non-profit conservation community this fall. Thanks very much for this opportunity to comment.”

The second email came from Ashley Kerr, from the NJ Farm Bureau, which reads:

“Does the SADC have any comments on the Solar on Farmland bill by Senator Smith? Does the BPU endorsement Monday at the State Environment Committee meeting mean the administration has signed off on the solar bill? Is the SADC blocking an application in Hunterdon County for an easement purchase based on the proposed soil protection standards?”

Chairman Fisher announced that the SADC will be moving to 200 Riverview Plaza between the months of November and December if everything goes according to plan. He noted that the location of next month’s meeting is still to be determined. Chairman Fisher thanked everyone for attending the meeting and for their efforts.

TIME AND PLACE OF NEXT MEETING

SADC Regular Meeting: September 24, 2020, 9 A.M.

Location: To Be Announced

ADJOURNMENT

The meeting was adjourned at 12:13 p.m.

Respectfully Submitted,



Susan E. Payne, Executive Director
State Agriculture Development Committee

STATE AGRICULTURE DEVELOPMENT COMMITTEE

RESOLUTION #FY2021R8(1)

Request to Replace a Single-Family Residence

Grumpy, LLC Farm

August 27, 2020

Subject Property:

Block 46, Lot 22.01

Readington Township, Hunterdon County

70.07- Acres

WHEREAS, Grumpy, LLC, hereinafter "Owner," is the current record owner of Block 46, Lot 22.01, in Readington Township, Hunterdon County, by deed dated September 25, 2018, and recorded in the Hunterdon County Clerk's office in Deed Book 2450, Page 304, hereinafter referred to as the "Premises", as shown in Schedule "A"; and

WHEREAS, Michael Bradley is the principal of Grumpy, LLC; and

WHEREAS, the Premises totals 70.07 acres, as shown in Schedule A; and

WHEREAS, the Owner currently utilizes the property for vegetable, hay and livestock production; and

WHEREAS, a development easement on the Premises was conveyed to the Township of Readington on December 2, 1998, by the previous owners, Paul and Peter Reno, 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 Hunterdon County Clerk's Office in Deed Book 1203, Page 76; and

WHEREAS, on September 13, 2004, the Deed of Easement for the Premises was assigned to the County of Hunterdon through an Assignment of the Deed of Easement recorded with the Hunterdon County Clerk's Office in Deed Book 2111, Page 915; 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, on April 30, 2020, the SADC received a request from the Hunterdon County Agriculture Development Board (CADB), on behalf of the Owner, to replace the previously existing single-family residence on the Premises; and

WHEREAS, the previously existing residence in question was located at 105 Cole Rd in Readington Twp., as shown in Schedule "A"; 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 (Hunterdon CADB) and the Committee; and

WHEREAS, the preservation survey prepared by Robert C. Bogart & Associates, dated June 12, 2003, shows a 2-story single family residence located slightly east of the gravel driveway circle;

WHEREAS, the previously existing residence was demolished in 2007 by the previous owners; and

WHEREAS, SADC staff received confirmation from the New Jersey Historic Preservation office that the previously existing residence was not listed on the New Jersey or National Register of Historic Places;

WHEREAS, staff received confirmation from the HCADB that the previously existing residence was not included on the County or Local Historic Sites list; and

WHEREAS, the Owner proposes to replace the previously existing residence with an approximately 3,086 sq./ft., 4-bedroom, ranch-style home, hereinafter referred to as the "Proposed Residence" to be used as a residence for the Owner and his family; and

WHEREAS, the Proposed Residence will be built along Cole Rd. in an existing hay field along the southern part of the farm as shown in Schedule "A"; and

WHEREAS, the new residence will require a 150-ft long, 20-ft wide, driveway be installed from Cole Road; and

WHEREAS, a new septic will be installed adjacent to the home as shown in Schedule A; and

WHEREAS, the Owner will utilize an existing, unimproved farm lane to access to the farmstead complex; and

WHEREAS, on July 9, 2020, the Hunterdon CADB approved the Owner's request to replace a residence on the Premises; and

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 previously 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 constructing a new residence which shall service as the primary residence for the Owner and his immediate family.
3. The Committee approves the construction of a four-bedroom residence, consisting of

approximately 3,086 sq. ft., of heated living space to be constructed on the Premises as shown in Schedule "A," to replace a previously existing residence that has been removed.

4. This approval is valid for a period of three years from the date of this resolution.
5. This approval is non-transferable.
6. The construction of the new residence is subject to all applicable local, State and Federal regulations.
7. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey.
8. This action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

8/27/2020

Date



Susan E. Payne, Executive Director
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

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

Schedule A



FARMLAND PRESERVATION PROGRAM
NJ State Agriculture Development Committee

Grumpy LLC (Reno Farm)
 Block 46 Lot 22.01
 Readington Twp., Hunterdon County
 70-Acres



6/1/2020

Farmland Preservation Program		State Planning Areas	
	PRESERVED EASEMENT		(PK1) METRO
	EXCEPTION AREA		(PK2) SUBURBAN
	PRESERVED EASEMENT / NR		(PK3) FRINGE
	EXCEPTION AREA / NR		(PK4) RURAL
	FINAL APPROVAL		(PK4B) RURAL ENV SEGIS
	PRELIMINARY APPROVAL		(PK5) ENV SEGIS
	ACTIVE APPLICATION		(PK5B) ENV SENSITIVE BARRIERS
	8 YEAR PRESERVED		(P10) PINELANDS
	TARGETED FARM		PARK
	EXCEPTION AREA TARGETED		MILITARY
	INACTIVE APPLICATION		NEW JERSEY MEADOWLANDS
	INACTIVE/FEDERALLY FUNDED		WATER
	NO CORRESPONDING DATA	Base Map	
	PRESERVED/FEDERALLY FUNDED		County Boundaries
			Municipal Boundaries
			Highlands Planning Area
			Highlands Preservation Area
			Pinelands Area
			Green Acres Preserved Easements

STATE AGRICULTURE DEVELOPMENT COMMITTEE

**REVIEW OF A NON-AGRICULTURAL DEVELOPMENT PROJECT IN AN
AGRICULTURAL DEVELOPMENT AREA**

ROSELAND-PLEASANT VALLEY TRANSMISSION PROJECT – SEGMENT 1

IN

**TOWNSHIP OF LONG HILL, MORRIS COUNTY AND TOWNSHIPS OF BERNARDS
& BRANCBURG, SOMERSET COUNTY**

RESOLUTION #FY2021R8(2)

August 27, 2020

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 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, since construction was completed in 1930, Public Service Electric & Gas Company (PSE&G) has owned and maintained the 230,000-volt (230kV) Roseland-Pleasant Valley (RPV) electric transmission system; and

WHEREAS, the RPV transmission system is a 50-mile long, approximately 150-foot wide, utility corridor between the Roseland Switching Station in Roseland Borough, Essex County, and the Branchburg Switching Station in Branchburg Township, Somerset County; and

WHEREAS, PSE&G has proposed the replacement of existing 230kV overhead power lines supported by 77 to 129-foot tall steel lattice towers with 230kV circuits on new 108 to 183-foot tall Y-frame and H-frame monopole structures within their existing right-of-way (the project); and


WHEREAS, PSE&G identified the replacement of aging infrastructure as necessary to correct end of service life issues associated with the existing structures and ensure the safety and reliability of their transmission system; and

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

BE IT FURTHER RESOLVED that should amendments to the project as described in the NOI be necessary, PSE&G shall revise and resubmit its NOI so that the Morris and Somerset CADBs 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.

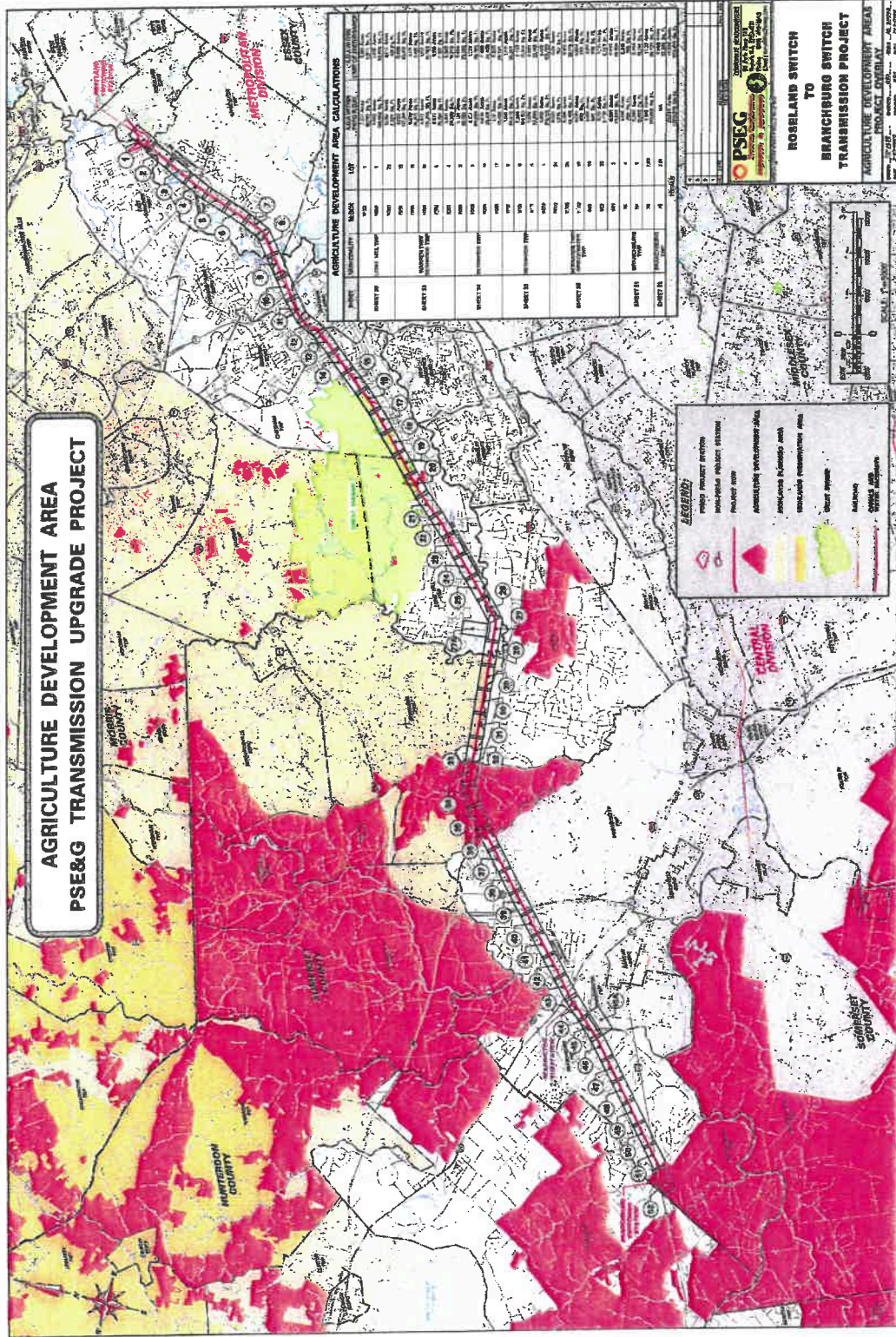
8/27/2020
Date


Susan E. Payne, Executive Director
State Agriculture Development Committee

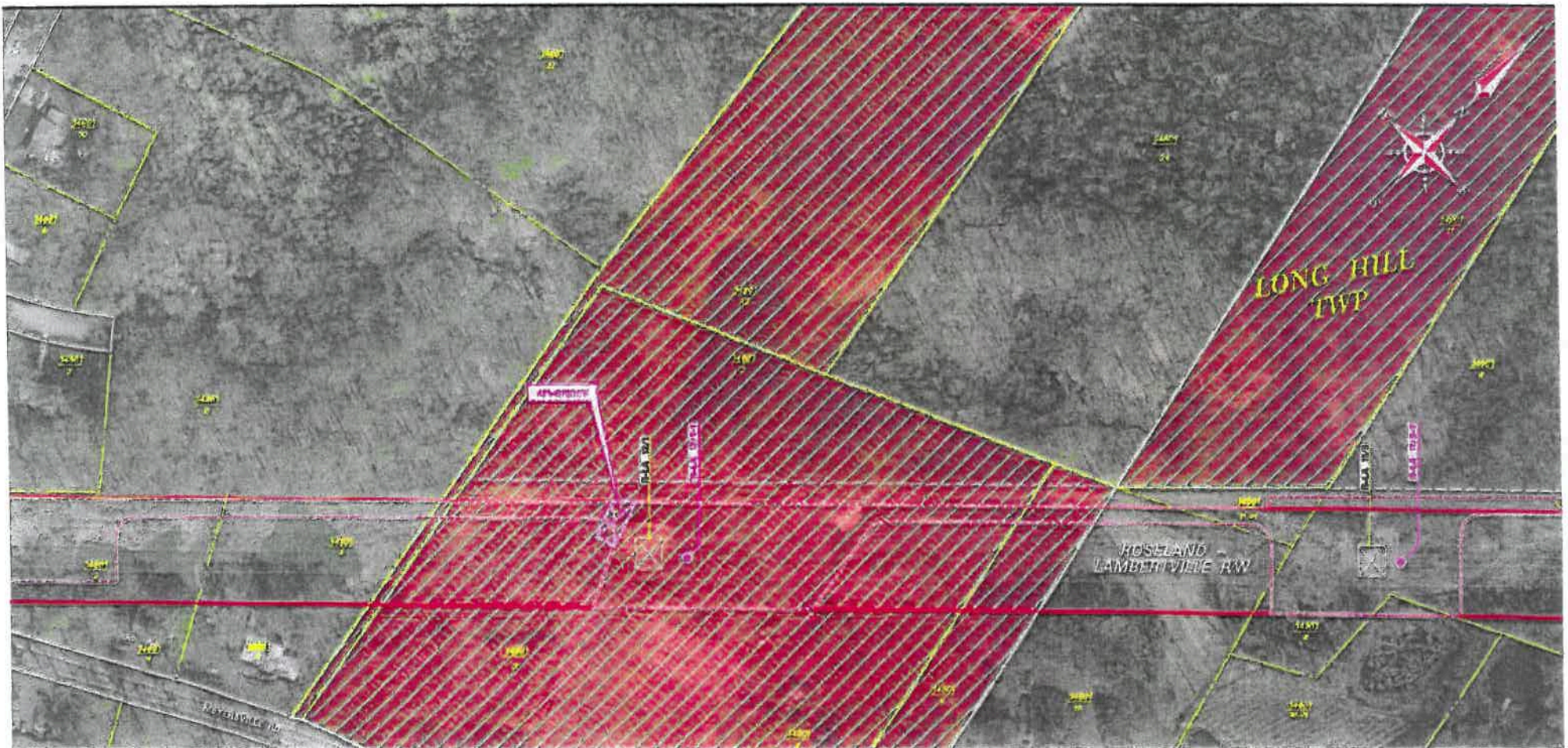
VOTE WAS RECORDED AS FOLLOWS:

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

Schedule A



Schedule B





Schedule C

STATE AGRICULTURE DEVELOPMENT COMMITTEE
RESOLUTION FY2021R8(3)
FINAL REVIEW AND APPROVAL OF A PLANNING INCENTIVE GRANT TO
SALEM COUNTY
for the
PURCHASE OF A DEVELOPMENT EASEMENT
On the Property of Dare, Dennis & Nancy ("Owners")
SADC ID#17-0223-PG
Upper Pittsgrove Township, Salem County
N.J.A.C. 2:76-17 et seq.

AUGUST 27, 2020

WHEREAS, on August 16, 2019 it was determined that the application for the sale of a development easement for the subject farm identified as Block 43, Lot 13, Upper Pittsgrove Township, Salem County, totaling approximately 75.4 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 Owners 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 #1 Project Area; and

WHEREAS, the Property includes one (1), approximately 3 acre severable exception area for a future single family residential unit and one (1) approximately 1.5 acre non-severable exception area for an existing single family residential unit, resulting in approximately 70.9 net acres to be preserved; and

WHEREAS, the approximately 3-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 restricted to 1 future single family residential unit
- 4) Right-to-Farm language will be included in the Deed of Easement; and

WHEREAS, the approximately 1.5 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 restricted to 1 existing single family residential unit
- 4) Right-to-Farm language will be included in the Deed of Easement; and

WHEREAS, the portion of the Property outside the exception areas includes:

- 1) Zero (0) housing opportunities
- 2) Zero (0) agricultural labor units
- 3) No pre-existing non-agricultural uses; and

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

WHEREAS, the Property has a quality score of 64.59 which exceeds 48, 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 February 27, 2020 the SADC certified a development easement value of \$5,300 per acre based on zoning and environmental regulations in place as of the current valuation date November 11, 2019; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.12, the Owner accepted the County's offer of \$5,300 per acre for the development easement for the Property; and

WHEREAS, on April 22, 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 April 14, 2020, the Upper Pittsgrove Township Committee approved the application for the sale of development easement and a funding commitment of \$875 per acre; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13 on April 22, 2020, the Salem County Agriculture Development Board passed a resolution granting final approval for the development easement acquisition on the Property; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13 on May 6, 2020, the Salem County Board of Chosen Freeholders passed a resolution granting final approval and a commitment of funding for \$875 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, 73.03 acres will be utilized to calculate the grant need; and

WHEREAS, the estimated cost share breakdown is as follows (based on 73.03 acres):

	<u>Total</u>	<u>Per/acre</u>
SADC	\$259,256.50	(\$3,550/acre)
Township	\$63,901.25	(\$875/acre)
County	\$63,901.25	(\$875/acre)
Total Easement Purchase	\$387,059.00	(\$5,300/acre)

WHEREAS, pursuant to N.J.A.C. 2:76-17.14, the County is requesting \$259,256.50 in base grant funding which is available at this time (Schedule B); and

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

NOW THEREFORE BE IT RESOLVED:

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 Property, comprising approximately 73.03 net easement acres, at a State cost share of \$3,550 per acre, (66.98% of certified easement value and purchase price), for a total grant of approximately \$259,256.50 pursuant to N.J.A.C. 2:76-6.11 and the conditions contained in (Schedule C).
3. 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).
4. If unencumbered base grant funds become available subsequent to this final approval and prior to the County's execution of a Grant Agreement, the SADC shall utilize those funds before utilizing competitive funding.
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 Property to be preserved outside of any exception areas, adjusted for proposed road rights-of-way, other rights-of-way or easements as determined by the SADC, 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.

8/27/2020
Date

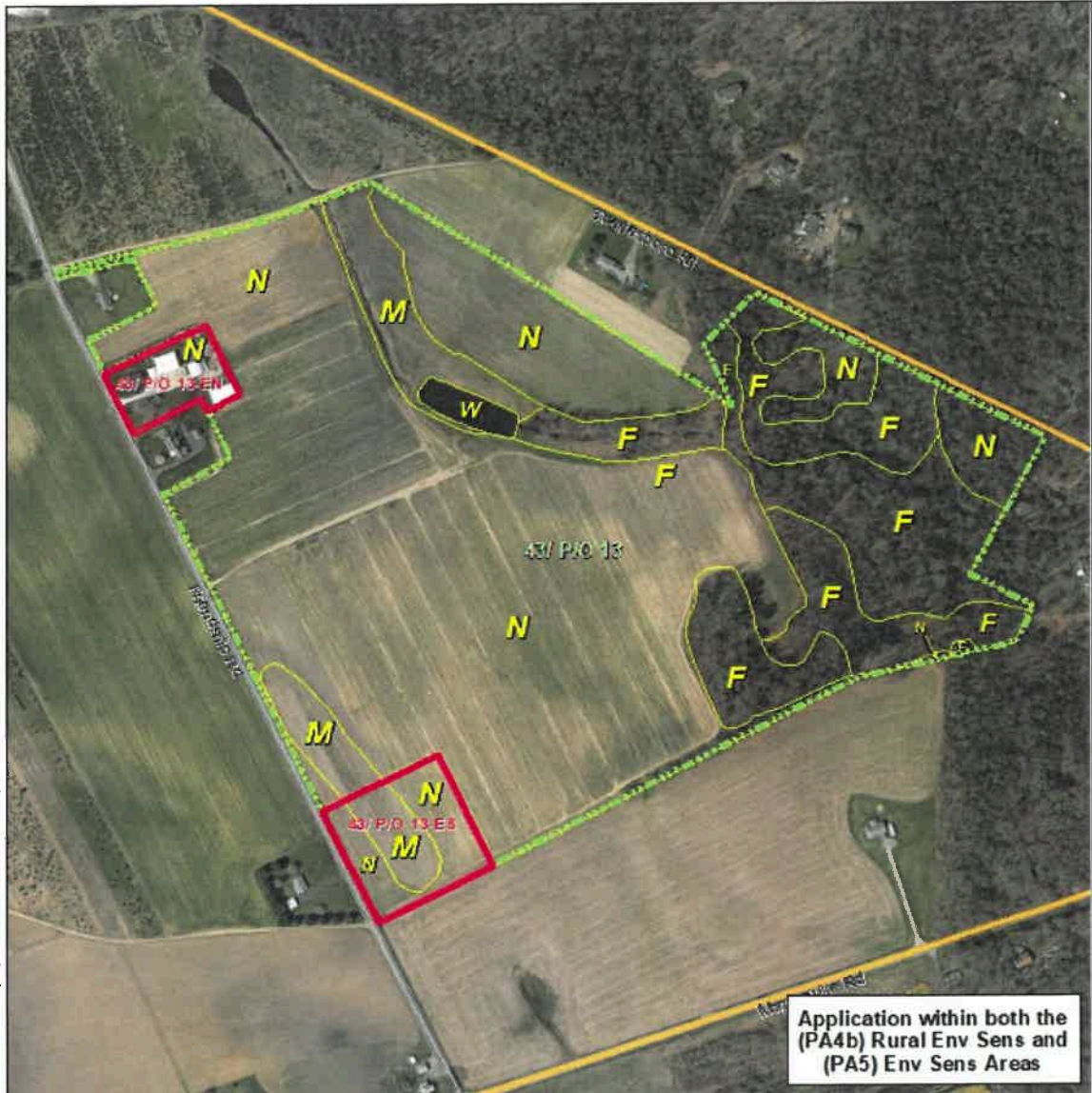


Susan E. Payne, Executive Director
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

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

Wetlands



X:\counties\info\projects\Dare, Dennis & Nancy\fw.mxd

FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Dare, Dennis & Nancy
Block 43 Lots P/O 13 (70.9 ac); P/O 13-ES (severable exception - 3.0 ac)
& P/O 13-EN (non-severable exception - 1.5 ac)
Gross Total = 75.4 ac
Upper Pittsgrove Twp., Salem County



Source:
NJ Farmland Preservation Program
Green Acres Conservation Easement Data
Protected Areas Database of the United States (PAAD-US)
NJ Wetlands Data
NCEM/ODS 20 to Google Aerial Image

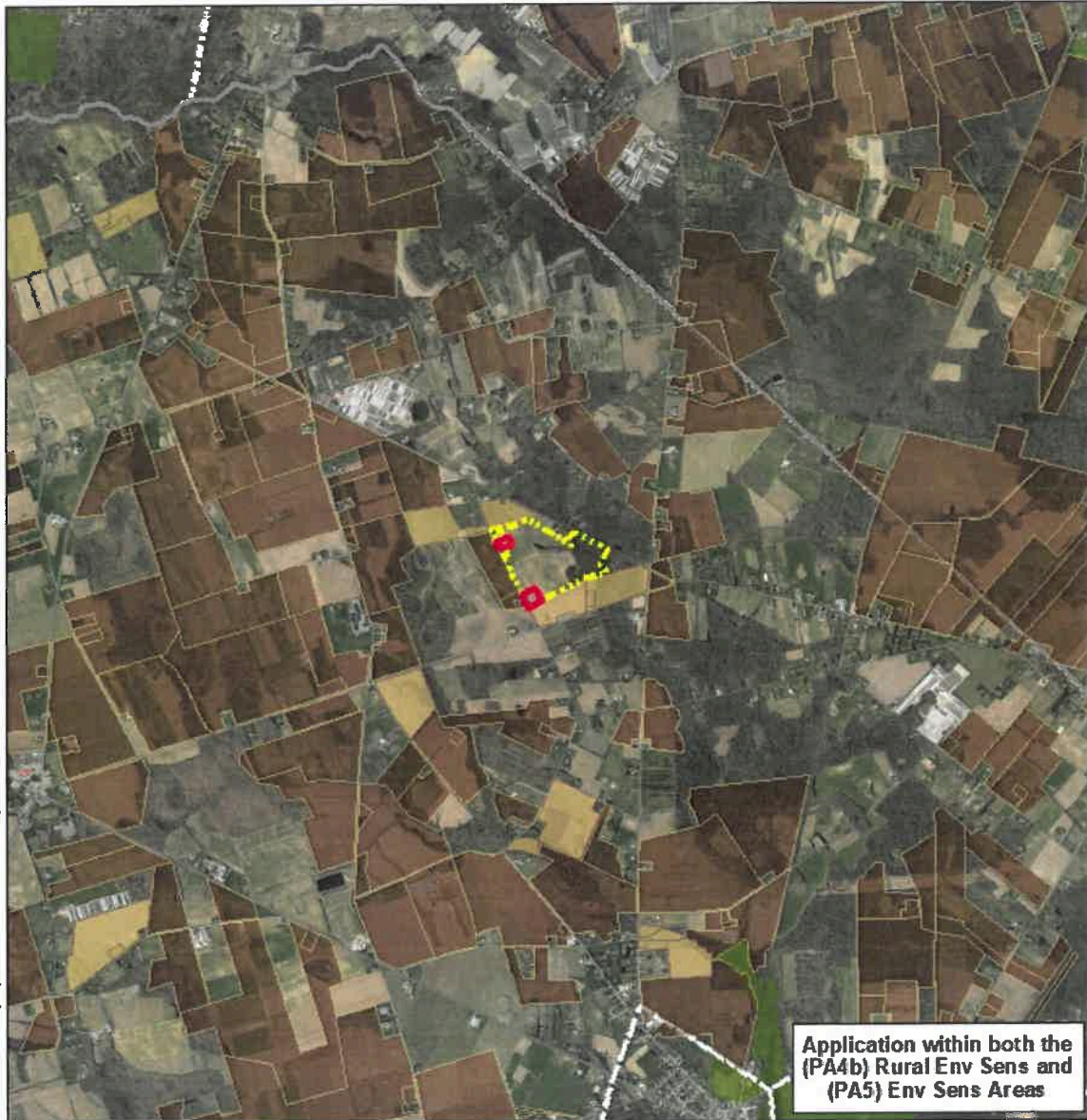
DISCLAIMER: Any use of the product with respect to accuracy and precision shall be the sole responsibility of the user. The configuration and geo-referenced location of parcel polygons in this data layer are approximate and were developed primarily for planning purposes. The geographic accuracy and precision of this GEO data contained in this file are not guaranteed and the user is advised to be advised upon its reliance requiring additional and location of the ground horizontal and/or vertical controls as would be obtained by an actual ground survey conducted by a licensed Professional Land Surveyor.

	Property in Question
	EN - (Non-Severable) Exception
	ES - (Severable) Exception
	Wetlands Boundaries
	Primary - Limited Access
	Federal or State Hwy's
	County Roads
	Municipal/Local Roads



Wetlands Legend:
 I - Freshwater Wetlands
 L - Lotic Wetlands
 M - Wetlands Modified for Agriculture
 E - Fresh Wetlands
 N - Non-Wetlands
 S - 100' Buffer
 W - Water

Preserved Farms and Active Applications Within Two Miles



X:\township\basico\projects\Dare, Dennis & Nancy 2miles.mxd

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

FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Dare, Dennis & Nancy
Block 43 Lots P/O 13 (70.9 ac); P/O 13-ES (severable exception - 3.0 ac)
& P/O 13-EN (non-severable exception - 1.5 ac)
Gross Total = 75.4 ac
Upper Pittsgrove Twp., Salem County



	Property in Question
	Exception
	Preserved Easements
	Transfer Development Rights (TDR)
	Preserved Highlands, Plateaus and Wetlands
	Active Applications
	County Boundaries
	Municipal Boundaries
	Municipal, County and Non-Profit Preserved Open Space, State Owned Conservation Easements, & State Owned Off & Recreation Easements



Sources:
NJ Farmland Preservation Programs
Open Space Conservation Assessment Data
Protected Areas Database of the United States (PAD-US)
USDA/NRCS 2013 Digital Aerial Image

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

State Agriculture Development Committee
SADC Final Review: Development Easement Purchase

Dare, Dennis & Nancy
17- 0223-PG
County PIG Program
71 Acres

Block 43	Lot 13	Upper Pittsgrove Twp. Salem County			
SOILS:		Local	58 %	.05	= .25
		Other	18 %	0	= .00
		Prime	52 %	.15	= 7.50
		Statewide	25 %	.1	= 2.50
					SOIL SCORE: 10.55
TILLABLE SOILS:		Cropland Harvested	71 %	.15	= 10.65
		Wetlands/Water	22 %	0	= .00
		Woodlands	6 %	0	= .00
					TILLABLE SOILS SCORE: 10.65
FARM USE:	Corn-Cash Grain	57 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 SFDU
Exception is severable
Exception is to be limited to one future single family residential unit(s)
 - 2nd (1.5) acres for Existing buildings and SFRU
Exception is not to be severed from Premises
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 FY2021R8(4)
FINAL REVIEW AND APPROVAL OF A PLANNING INCENTIVE GRANT TO
HUNTERDON COUNTY
for the
PURCHASE OF A DEVELOPMENT EASEMENT
On the Property of DeSapio, Martin and Cathleen ("Owners")
SADC ID# 10-0430-PG
Kingwood Township, Hunterdon County
N.J.A.C. 2:76-17 et seq.

AUGUST 27, 2020

WHEREAS, on January 17, 2019 it was determined that the application for the sale of a development easement for the subject farm identified as Block 6, Lot 11, Kingwood Township, Hunterdon County, totaling approximately 48.4 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 Owners have 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 Project Area; and

WHEREAS, the Green Light Approval and certification of easement value were conditioned upon the SADC's approval of the Township's 2019 Comprehensive Farmland Preservation Plan annual update to include this property as a targeted farm; and

WHEREAS, the SADC approved the annual update in May 2019 to add the Property as a targeted farm; and

WHEREAS, the Property includes one (1), approximately 2.8 acre non-severable exception area for the existing single family residential unit and to afford future flexibility for nonagricultural uses resulting in approximately 45.6 net acres to be preserved; and

WHEREAS, the 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 restricted to one (1) single family residential
- 4) Right-to-Farm language will be included in the Deed of Easement; and

WHEREAS, the portion of the Property 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, the Property has a quality score of 63.18 which exceeds 45, 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 February 27, 2020 the SADC certified a development easement value of \$3,500 per acre based on zoning and environmental regulations in place as of the current valuation date October 2019; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.12, the Owner accepted the County's offer of \$3,500 per acre for the development easement for the Property; and

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

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

WHEREAS, the landowner has signed the Guidance Document regarding ALE Grants and agreed to the additional restrictions associated with the ALE Grant, including no future division of the premises and a 5.33% maximum impervious coverage restriction (approximately 2.43 acres) for the construction of agricultural infrastructure on the Property outside of exception area, which is the maximum allowable for this property through the ALE program at this time; and

WHEREAS, at this time, the ALE approved current easement value has not been finalized, therefore, the estimated ALE grant of \$2,400 per acre (50% of \$4,800) or approximately \$112,723.20 in total ALE funds will be utilized; and

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

WHEREAS, due to a shortage of available funds, this final approval is conditioned upon ALE funding in an amount sufficient enough to cover the County and Township's cost share and any remaining funds will be used to offset the SADC grant; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13, on July 2, 2020, the Kingwood Township Committee approved the application for the sale of development, but is not participating financially in the easement purchase due to the anticipated receipt of the ALE funds; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13 on June 18, 2020, the 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 July 7, 2020, the County Board of Chosen Freeholders passed a resolution granting final approval, but is not participating financially in the easement purchase due to the anticipated receipt of ALE funds; and

WHEREAS, the County has requested to encumber an additional 3% buffer for possible final surveyed acreage increases, therefore, 46.968 acres will be utilized to calculate the grant need; and

WHEREAS, the estimated cost share breakdown is as follows (based on 46.968 acres):

	<u>Total</u>	<u>Per/acre</u>
SADC	\$117,420	(\$2,500/acre)
Kingwood Township	\$ 23,484	(\$ 500/acre)
<u>Hunterdon County</u>	<u>\$ 23,484</u>	<u>(\$ 500/acre)</u>
Total Easement Purchase	\$164,388	(\$3,500/acre)

Whereas, the estimated cost share breakdown if the \$112,723.20 ALE Grant is finalized and applied:

	Total	ALE	New Cost Share	Per/acre
SADC	\$117,420	\$ 65,755.20	\$ 51,664.80	(\$1,100/acre)
Kingwood Township	\$ 23,484	\$ 23,484	\$0	
Hunterdon County	\$ 23,484	\$ 23,484	\$0	
<u>ALE Grant</u>			<u>\$112,723.20</u>	<u>(\$2,400/acre)</u>
TOTAL	\$164,388	\$112,723.20	\$164,388	(\$3,500/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 \$51,664.80 in base grant funding which is available at this time (Schedule B); and

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

NOW THEREFORE BE IT RESOLVED:

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

2. The Green Light Approval and certification of easement value were conditioned upon the SADC's approval of the Township's 2019 Comprehensive Farmland Preservation Plan annual update to include this property as a targeted farm, and in May of 2019 the SADC approved the annual update to add the Property as a targeted farm.
3. The SADC grants final approval to provide a cost share grant to the County for the purchase of a development easement on the Property, comprising approximately 46.968 net easement acres, at a State cost share of \$1,100 per acre, 31.43% of certified easement value and purchase price), for a total grant of approximately \$51,664.80 pursuant to N.J.A.C. 2:76-6.11 and the conditions contained in (Schedule C).
4. This approval is conditioned upon receipt of ALE funds sufficient enough to cover the Township and County's cost share or in the absence of ALE funding, a resolution by the Township and the County Board of Chosen Freeholder's to commit the funds needed to cover the Township's and County's cost share.
5. If ALE funding is secured and approved for use by the SADC, said funding will first be used to reduce the county and municipal cost share and then, with the remaining funds (estimated \$65,755.20), reduce the SADC's cost share.
6. Any unused funds encumbered from either the base or competitive grants at the time of closing shall be returned to their respective sources (competitive or base grant fund).
7. If unencumbered base grant funds become available subsequent to this final approval and prior to the County's execution of a Grant Agreement, the SADC shall utilize those funds before utilizing competitive funding.
8. 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.
9. The SADC's cost share grant to the County for the purchase of a development easement on the approved application shall be based on the final surveyed acreage of the area of the Property to be preserved outside of any exception areas, adjusted for proposed road rights-of-way, other rights-of-way or easements as determined by the SADC, and streams or water bodies on the boundaries as identified in Policy P-3-C.
10. The SADC shall enter into a Grant Agreement with the County in accordance with N.J.A.C. 2:76-6.18.
11. All survey, title and all additional documents required for closing shall be subject to review and approval by the SADC.

12. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey.
13. This action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

8/27/2020

Date



Susan E. Payne, Executive Director
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

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

Preserved Farms and Active Applications Within Two Miles



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FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

DeSapio, Martin A & Cathleen J
Block 6 Lots P/O 11 (45.6 ac)
& P/O 11-EN (non-severable exception - 2.8 ac)
Gross Total = 48.4 ac
Kingwood Twp., Hunterdon County



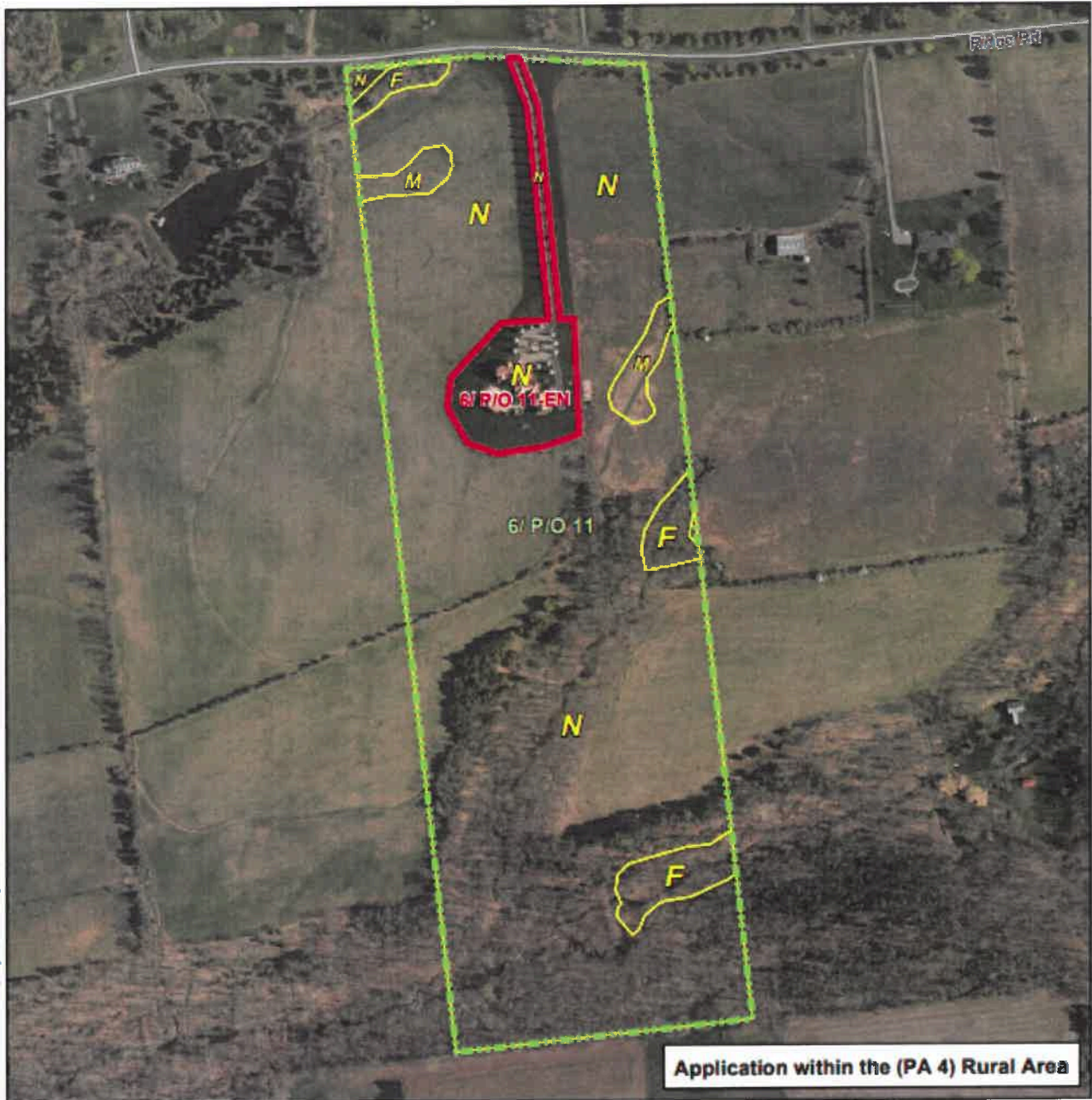
	Property in Question
	Exceptions
	Preserved Easements
	Transfer Development Rights (TDR) Preserved: Highlands, Pinelands and Municipal
	Active Applications
	County Boundaries
	Municipal Boundaries
	Municipal, County and Non-Profit Preserved Open Space, State Owned Conservation Easements, & State Owned OS & Recreation Easements



Source:
NJ Farmland Preservation Program
Green Acres Conservation Easement Data
Protected Areas Database of the United States (PAD-US)
NAD 83 UTM 18Q UTM Zone 18Q
January 10, 2019

16072:
The parcel breaks and boundaries shown on this map are approximate and should not be construed
to be a final survey as defined by the New Jersey Board of Professional Engineers and Land Surveyors

Wetlands



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FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

DeSapio, Martin A & Cathleen J
Block 6 Lots P/O 11 (45.6 ac)
& P/O 11-EN (non-severable exception ~ 2.8 ac)
Gross Total = 48.4 ac
Kingwood Twp., Hunterdon County



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

DISCLAIMER: Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The configuration and geo-referenced locations 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 are intended to be, relied upon in matters requiring definition 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.

Application within the (PA 4) Rural Area

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

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

State Agriculture Development Committee
SADC Final Review: Development Easement Purchase

DeSapio, Martin A. and Cathleen J.
10- 0430-PG
County FIG Program
46 Acres

Block 6	Lot 11	Kingwood Twp.	Hunterdon County		
SOILS:		Other	46% * 0	=	.00
		Prime	21% * .15	=	3.15
		Statewide	33% * .1	=	3.30
					SOIL SCORE: 6.45
TILLABLE SOILS:		Cropland Harvested	59% * .15	=	8.85
		Wetlands/Water	4% * 0	=	.00
		Woodlands	37% * 0	=	.00
					TILLABLE SOILS SCORE: 8.85
FARM USE:		Agricultural Production Crops	30 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 (2.8) Acres for Around existing dwelling and driveway
Exception is not to be severed from Premises
 - c. Additional Restrictions: No Additional Restrictions
 - d. Additional Conditions:
 1. FY19 ALE via HLT subject to zero (0) future divisions and a 5.33% maximum impervious cover restriction on the Premises.
 - 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.

Schedule B

SADC County Pig Financial Status
Schedule B

Hunterdon County

Account	Item	Balance	Debit	Credit	Balance	Account	Item	Balance	Debit	Credit	Balance
10-426-00	Hunterdon Pig Fund	42,995.00			42,995.00	10-426-00	Hunterdon Pig Fund	42,995.00			42,995.00
10-426-00	General Fund	42,995.00			42,995.00	10-426-00	General Fund	42,995.00			42,995.00
10-426-00	County	42,995.00			42,995.00	10-426-00	County	42,995.00			42,995.00
10-426-00	State	42,995.00			42,995.00	10-426-00	State	42,995.00			42,995.00
10-426-00	Federal	42,995.00			42,995.00	10-426-00	Federal	42,995.00			42,995.00
10-426-00	Local	42,995.00			42,995.00	10-426-00	Local	42,995.00			42,995.00
10-426-00	Private	42,995.00			42,995.00	10-426-00	Private	42,995.00			42,995.00
10-426-00	Non-Profit	42,995.00			42,995.00	10-426-00	Non-Profit	42,995.00			42,995.00
10-426-00	Trust	42,995.00			42,995.00	10-426-00	Trust	42,995.00			42,995.00
10-426-00	Other	42,995.00			42,995.00	10-426-00	Other	42,995.00			42,995.00
10-426-00	Unallocated	42,995.00			42,995.00	10-426-00	Unallocated	42,995.00			42,995.00
10-426-00	Total	42,995.00			42,995.00	10-426-00	Total	42,995.00			42,995.00
10-426-00	Operating	42,995.00			42,995.00	10-426-00	Operating	42,995.00			42,995.00
10-426-00	Non-Operating	42,995.00			42,995.00	10-426-00	Non-Operating	42,995.00			42,995.00
10-426-00	Capital	42,995.00			42,995.00	10-426-00	Capital	42,995.00			42,995.00
10-426-00	Debt	42,995.00			42,995.00	10-426-00	Debt	42,995.00			42,995.00
10-426-00	Reserves	42,995.00			42,995.00	10-426-00	Reserves	42,995.00			42,995.00
10-426-00	Retirement	42,995.00			42,995.00	10-426-00	Retirement	42,995.00			42,995.00
10-426-00	Unemployment	42,995.00			42,995.00	10-426-00	Unemployment	42,995.00			42,995.00
10-426-00	Medical	42,995.00			42,995.00	10-426-00	Medical	42,995.00			42,995.00
10-426-00	Health	42,995.00			42,995.00	10-426-00	Health	42,995.00			42,995.00
10-426-00	Other	42,995.00			42,995.00	10-426-00	Other	42,995.00			42,995.00
10-426-00	Interest	42,995.00			42,995.00	10-426-00	Interest	42,995.00			42,995.00
10-426-00	Income	42,995.00			42,995.00	10-426-00	Income	42,995.00			42,995.00
10-426-00	Expenses	42,995.00			42,995.00	10-426-00	Expenses	42,995.00			42,995.00
10-426-00	Assets	42,995.00			42,995.00	10-426-00	Assets	42,995.00			42,995.00
10-426-00	Liabilities	42,995.00			42,995.00	10-426-00	Liabilities	42,995.00			42,995.00
10-426-00	Equity	42,995.00			42,995.00	10-426-00	Equity	42,995.00			42,995.00
10-426-00	Total	42,995.00			42,995.00	10-426-00	Total	42,995.00			42,995.00
10-426-00	Operating	42,995.00			42,995.00	10-426-00	Operating	42,995.00			42,995.00
10-426-00	Non-Operating	42,995.00			42,995.00	10-426-00	Non-Operating	42,995.00			42,995.00
10-426-00	Capital	42,995.00			42,995.00	10-426-00	Capital	42,995.00			42,995.00
10-426-00	Debt	42,995.00			42,995.00	10-426-00	Debt	42,995.00			42,995.00
10-426-00	Reserves	42,995.00			42,995.00	10-426-00	Reserves	42,995.00			42,995.00
10-426-00	Retirement	42,995.00			42,995.00	10-426-00	Retirement	42,995.00			42,995.00
10-426-00	Unemployment	42,995.00			42,995.00	10-426-00	Unemployment	42,995.00			42,995.00
10-426-00	Medical	42,995.00			42,995.00	10-426-00	Medical	42,995.00			42,995.00
10-426-00	Health	42,995.00			42,995.00	10-426-00	Health	42,995.00			42,995.00
10-426-00	Other	42,995.00			42,995.00	10-426-00	Other	42,995.00			42,995.00
10-426-00	Interest	42,995.00			42,995.00	10-426-00	Interest	42,995.00			42,995.00
10-426-00	Income	42,995.00			42,995.00	10-426-00	Income	42,995.00			42,995.00
10-426-00	Expenses	42,995.00			42,995.00	10-426-00	Expenses	42,995.00			42,995.00
10-426-00	Assets	42,995.00			42,995.00	10-426-00	Assets	42,995.00			42,995.00
10-426-00	Liabilities	42,995.00			42,995.00	10-426-00	Liabilities	42,995.00			42,995.00
10-426-00	Equity	42,995.00			42,995.00	10-426-00	Equity	42,995.00			42,995.00
10-426-00	Total	42,995.00			42,995.00	10-426-00	Total	42,995.00			42,995.00

**STATE AGRICULTURE DEVELOPMENT COMMITTEE
RESOLUTION FY2021R8(5)
FINAL REVIEW AND APPROVAL OF A PLANNING INCENTIVE GRANT TO
BURLINGTON COUNTY
for the
PURCHASE OF A DEVELOPMENT EASEMENT
On the Property of RTE, III Farms, LLC (Eckert East) ("Owner")
SADC ID# 03-0433-PG
Tabernacle Township, Burlington County
N.J.A.C. 2:76-17 et seq.**

August 27, 2020

WHEREAS, on September 27, 2019 it was determined that the application for the sale of a development easement for the subject farm identified as Block 903, Lot 22.01, Tabernacle Township, Burlington County, totaling approximately 56 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 has 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 South Project Area and in the Pinelands Agricultural Production Area; and

WHEREAS, the original application included one (1), approximately 2-acre non-severable exception area for a future single-family residence and to afford future flexibility of uses; and

WHEREAS, on October 15, 2019, the landowner requested to change the location, reduce the size to 1 acre and remove the single family residential opportunity from the non-severable exception area, resulting in approximately 55 net acres to be preserved; and

WHEREAS, pursuant N.J.A.C. 2:76-19.3, on October 15, 2019 the landowner requested that the farm be appraised in accordance with N.J.A.C. 2:76-19.1 et seq. and anticipating that the formula was going to remain higher than the certified market value, waived an update to the appraisals and certified market value to reflect these changes; and

WHEREAS, the 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 from the Premises
- 3) Shall be limited to zero (0) single family residential units
- 4) Right-to-Farm language will be included in the Deed of Easement; and

WHEREAS, the portion of the Property outside the exception area 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 soybean production; and

WHEREAS, the Property has a quality score of 64.10 which exceeds 48, 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, the New Jersey Pinelands Commission Letter of Interpretation #2184 allocated 2.0 Pinelands Development Credits (PDCs) to Block 903, Lot 22.01; and

WHEREAS, as a result of the change to the single-family residential opportunity on the exception area, the New Jersey Pinelands Commission confirmed the PDC allocation would increase from 2.0 to 2.25; and

WHEREAS, as a result of the conveyance of the deed of easement to the County, the 2.25 PDCs will be retired; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.11, on February 27, 2020 the SADC certified a development easement value of \$2,350 per acre and a fee simple value of \$8,700 per acre based on zoning and environmental regulations in place as of the current valuation date August 22, 2019; and

WHEREAS, as per N.J.A.C. 2:76-19.3, landowners shall have a choice of having their development easement appraised as per the Pinelands Valuation Formula (Formula) or pursuant to N.J.S.A. 4:1C-31; and

WHEREAS, pursuant to N.J.A.C. 2:76-19.3, on December 12, 2019 the SADC issued a Pinelands Formula Valuation Certification of \$3,194 per acre without the impervious cover option and \$3,593 with the 10% impervious cover option; and

WHEREAS, the Formula takes into consideration the PDCs for a particular parcel and the presence of important agricultural and environmental features. The Formula provides for certain base values to be adjusted upward in varying percentages depending on factors such as site-specific environmental quality, access to highways, septic suitability and agricultural viability; and

WHEREAS, N.J.A.C. 2:76-19.4 provides that the development easement value shall not exceed 80 percent of the fee simple market value as determined by the Committee, which is \$8,700 per acre; and

WHEREAS, pursuant to N.J.A.C. 2:76-19.14, the Owner accepted the County's offer of \$3,593 per acre with the 10% impervious cover option for the development easement for the Property which is higher than the certified development easement value but less than 80 percent of the fee simple market value; and

WHEREAS, the Owner agreed to the additional restrictions associated with accepting the higher of the two Pinelands formula evaluations, a maximum (10%) impervious cover, or approximately 5.5 acres, available for the construction of agricultural infrastructure on the Property outside of the exception area; and

WHEREAS, on July 15, 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 April 27, 2020, the Tabernacle 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 January 9, 2020, the Burlington County Agriculture Development Board passed a resolution granting final approval for the development easement acquisition on the Property; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13 on April 9, 2020, the Burlington County Board of Chosen Freeholders passed a resolution granting final approval and a commitment of funding for \$3,593 per acre for the pre-acquisition of the development easement; and

WHEREAS, subsequent to purchasing the development easement, the County will request a cost share reimbursement from the SADC; and

WHEREAS, the estimated cost share breakdown is as follows (based on 55 net acres):

	<u>Total</u>	<u>Per/acre</u>
SADC	\$140,569	(\$2,555.80/acre)
<u>Burlington County</u>	<u>\$57,046</u>	<u>(\$1,037.20/acre)</u>
Total Easement Purchase	\$197,615	(\$3,593/acre)

WHEREAS, pursuant to N.J.A.C. 2:76-17.14, the County is requesting \$140,569 in base grant funding which is available at this time (Schedule B); and

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

NOW THEREFORE BE IT RESOLVED:

1. The WHEREAS paragraphs set forth above are incorporated herein by reference.
2. The original application, Green Light Approval Letter and Certification of Market Value are hereby amended to reflect the aforesaid change to the location and size of the exception area along with the associated residential opportunities.
3. The SADC grants final approval to provide a cost share grant to the County for the purchase of a development easement on the Property, comprising approximately 55 net easement acres, at a State cost share of \$2,555.80 per acre, (71.13% of Formula value and purchase price), for a total grant of approximately \$140,569 pursuant to N.J.A.C. 2:76-6.11 and the conditions contained in (Schedule C).
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. If unencumbered base grant funds become available subsequent to this final approval and prior to the County's execution of a Grant Agreement, the SADC shall utilize those funds before utilizing competitive funding.
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 Property to be preserved outside of any exception areas, adjusted for proposed road rights-of-way, other rights-of-way or easements as determined by the SADC, 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.

8/27/2020
Date

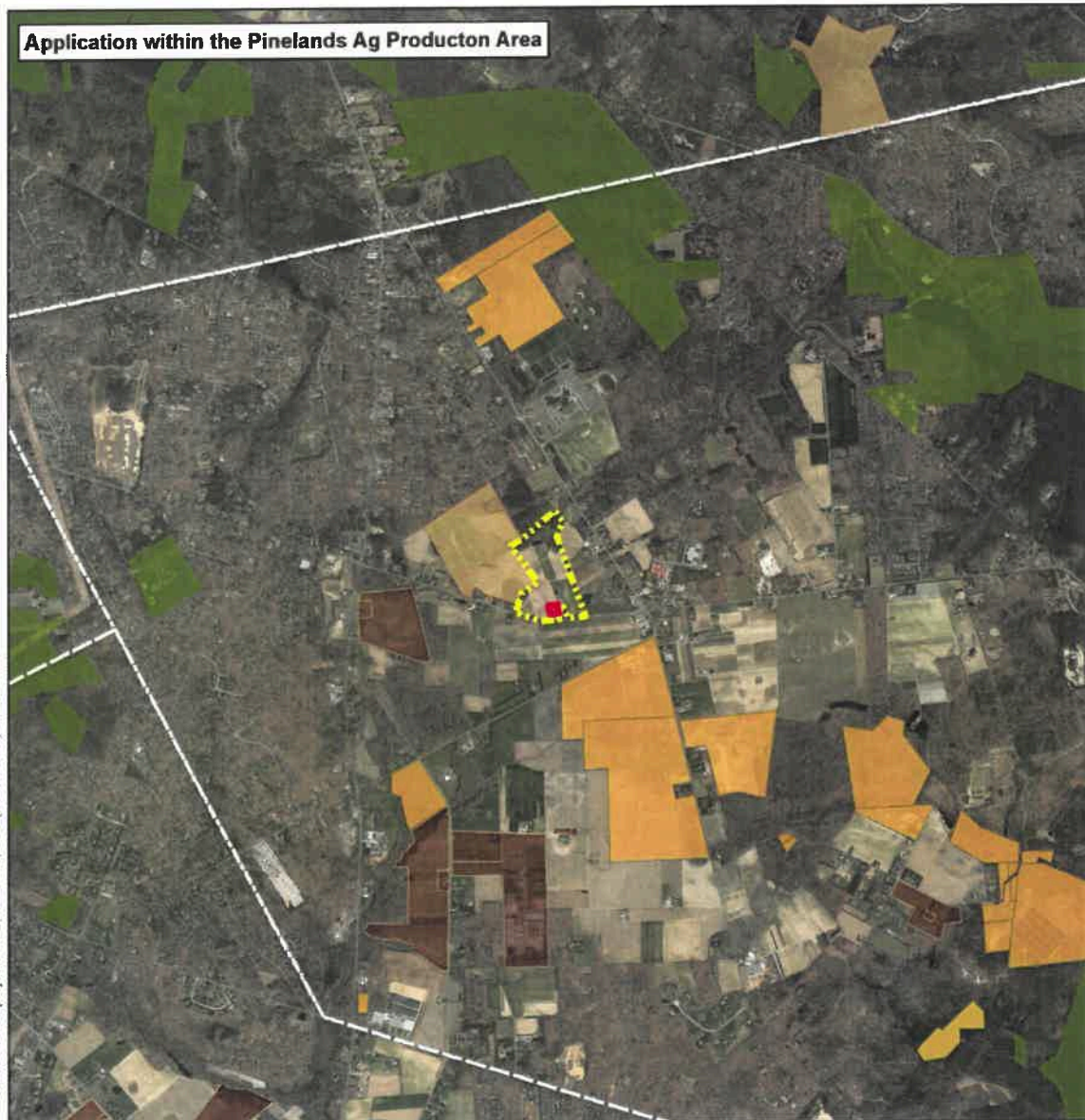


Susan E. Payne, Executive Director
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

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

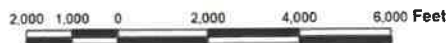
Preserved Farms and Active Applications Within Two Miles



X:\counties\burco\projects\RTE, III Farms, LLC (Eckert East) 2 mile 2.mxd

FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

RTE, III Farms, LLC (Eckert East)
Block 903 Lots P/O 22.01 (54.5ac)
& P/O 22.01-EN (non-severable exception - 1.0 ac)
Gross Total = 55.5 ac
Tabernacle Twp., Burlington 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

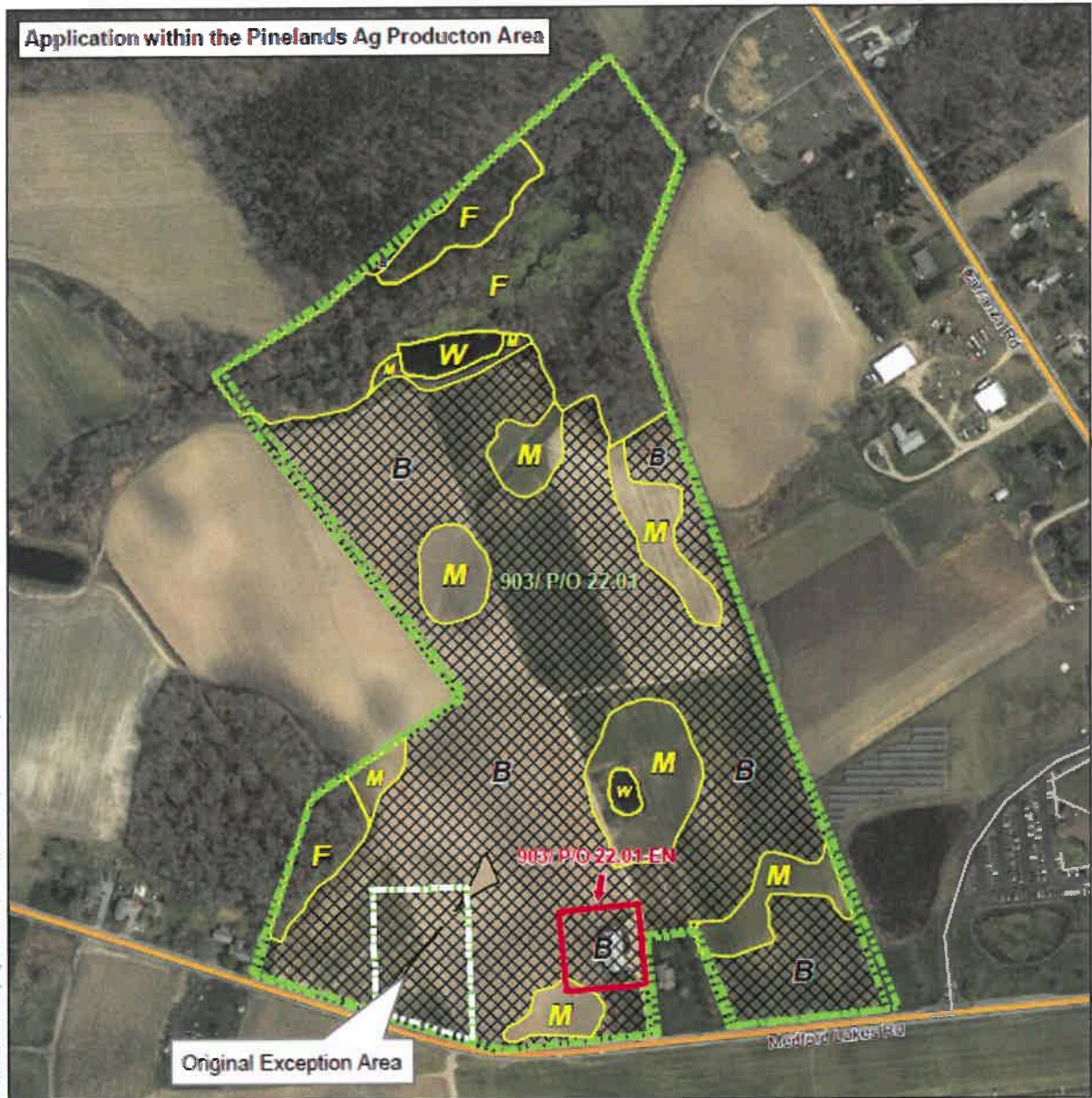


Sources:
NJ Farmland Preservation Program
Green Acres Conservation Easement Data
Protected Areas Database of the United States (PAD-US)
NJOT/OGIS 2015 Digital Aerial Image

July 31, 2020

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



X:\working\sburo\project\ATE, III Farms, LLC (Eckert East)\New 2.mxd

FARMLAND PRESERVATION PROGRAM
NJ State Agriculture Development Committee

RTE, III Farms, LLC (Eckert East)
Block 903 Lots P/O 22.01 (54.5ac)
& P/O 22.01-EN (non-severable exception - 1.0 ac)
Gross Total = 55.5 ac
Tabernacle Twp., Burlington County



Source:
NJ Farmland Preservation Program
Green Acres Conservation Easement Data
Protected Areas Database of the United States (PAD-US)
NJ DEP Wetlands Data
NJ Pinelands Commission POC Data
NCTC/CIG 2016 Digital Aerial Strips

DISCLAIMER: Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The configuration and geo-referenced location of parcel polygons in this data layer are approximate and were developed primarily for planning purposes. The geospatial accuracy and precision of the GIS data contained in this file and any other files, maps, reports, or other deliverables derived from this data layer are not guaranteed and should be verified by a Registered Professional Land Surveyor.

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



Wetlands Legend:
F - Freshwater Wetlands
L - Linear Wetlands
M - Wetlands Modified for Agriculture
T - Tidal Wetlands
N - Non-Wetlands
B - 30' Buffer
W - Water

State Agriculture Development Committee
SADC Final Review: Development Easement Purchase

RTE, III Farms, LLC (Eckert East)
03- 0433-PG
County PIG Program
55 Acres

Block 903	Lot 22.01	Tabernacle Twp.	Burlington County	
SOILS:		Other	2%	0 = .00
		Prime	76%	.15 = 11.40
		Statewide	2%	.1 = .30
		Unique zero	18%	0 = .00
				SOIL SCORE: 11.70
TILLABLE SOILS:		Cropland Harvested	74%	.15 = 11.10
		Other	1.5%	0 = .00
		Wetlands/Water	24%	0 = .00
		Woodlands	.8%	0 = .00
				TILLABLE SOILS SCORE: 11.10
FARM USE:	Soybeans-Cash Grain		50 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 one (1) acres for Zero dwelling opportunities, barn and future flexibility
 - Exception is not to be severed from Premises
 - Exception is to be limited to zero existing single family residential unit(s) and zero future single family residential unit(s)
 - c. Additional Restrictions:
 1. A maximum (10%) impervious cover, or approximately 5.5 acres, available for the construction of agricultural infrastructure on the Property outside of the exception area.
 - 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 FY2021R8(6)
FINAL REVIEW AND APPROVAL OF A PLANNING INCENTIVE GRANT TO
BURLINGTON COUNTY
for the
PURCHASE OF A DEVELOPMENT EASEMENT
On the Property of RTE, III Farms, LLC (Eckert West) ("Owner")
SADC ID# 03-0432-PG
Tabernacle Township, Burlington County
N.J.A.C. 2:76-17 et seq.**

August 27, 2020

WHEREAS, on September 27, 2019 it was determined that the application for the sale of a development easement for the subject farm identified as Block 903, Lot 14.01, Tabernacle Township, Burlington County, totaling approximately 98 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 has 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 South Project Area and in the Pinelands Agricultural Production Area; and

WHEREAS, the original application included one (1), approximately 3-acre non-severable exception area for and limited to one (1) future single-family residence and to afford future flexibility of uses; and

WHEREAS, in preparation for final approval, the landowner requested to relocate and reduce the size of the non-severable exception area to 2 acres resulting in approximately 96 net acres to be preserved; and

WHEREAS, it is the opinion of the SADC staff Review Appraiser that this change does not impact the SADC certified value; and

WHEREAS, the 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 from the Premises
- 3) Shall be limited to one (1) future single family residential unit
- 4) Right-to-Farm language will be included in the Deed of Easement; and

WHEREAS, the portion of the Property outside the exception area 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 and soybean production; and

WHEREAS, the Property has a quality score of 59.95 which exceeds 48, 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, the New Jersey Pinelands Commission Letter of Interpretation #2185 allocated 4.0 Pinelands Development Credits (PDCs) to Block 903, Lot 14.01; and

WHEREAS, as a result of the conveyance of the deed of easement to the County, the 4.0 PDCs will be retired; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.11, on January 23, 2020 the SADC certified a development easement value of \$2,400 per acre and a fee simple value of \$7,500 per acre based on zoning and environmental regulations in place as of the current valuation date August 22, 2019; and

WHEREAS, as per N.J.A.C. 2:76-19.3, landowners shall have a choice of having their development easement appraised as per the Pinelands Valuation Formula (Formula) or pursuant to N.J.S.A. 4:1C-31; and

WHEREAS, pursuant to N.J.A.C. 2:76-19.3, on December 12, 2019 the SADC issued a Pinelands Formula Valuation Certification of \$3,391 per acre without the impervious cover option and \$3,815 per acre with the 10% impervious cover option; and

WHEREAS, the Formula takes into consideration the PDCs for a particular parcel and the presence of important agricultural and environmental features. The Formula provides for certain base values to be adjusted upward in varying percentages depending on factors such as site-specific environmental quality, access to highways, septic suitability and agricultural viability; and

WHEREAS, N.J.A.C. 2:76-19.4 provides that the development easement value shall not exceed 80 percent of the fee simple market value as determined by the Committee, which is \$7,500 per acre; and

WHEREAS, pursuant to N.J.A.C. 2:76-19.14, the Owner accepted the County's offer of \$3,815 per acre with the 10% impervious cover option for the development easement for the Property which is higher than the certified easement but less than 80 percent of the fee simple market value; and

WHEREAS, the Owner agreed to the additional restrictions associated with accepting the higher of the two Pinelands formula evaluations, a maximum (10%) impervious cover, or approximately 9.6 acres, available for the construction of agricultural infrastructure on the Property outside of the exception area; and

WHEREAS, on July 15, 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 April 27, 2020, the Tabernacle 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 January 9, 2020, the Burlington County Agriculture Development Board passed a resolution granting final approval for the development easement acquisition on the Property; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13 on April 9, 2020, the Burlington County Board of Chosen Freeholders passed a resolution granting final approval and a commitment of funding for \$3,815 per acre for the pre-acquisition of the development easement; and

WHEREAS, subsequent to purchasing the development easement, the County will request a cost share reimbursement from the SADC; and

WHEREAS, the estimated cost share breakdown is as follows (based on 96 net acres):

	<u>Total</u>	<u>Per/acre</u>
SADC	\$258,144	(\$2,689/acre)
<u>Burlington County</u>	<u>\$108,096</u>	<u>(\$1,126/acre)</u>
Total Easement Purchase	\$366,240	(\$3,815/acre)

WHEREAS, pursuant to N.J.A.C. 2:76-17.14, the County is requesting \$258,144 in base grant funding which is available at this time (Schedule B); and


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

NOW THEREFORE BE IT RESOLVED:

1. The WHEREAS paragraphs set forth above are incorporated herein by reference.
2. The original application, Green Light Approval Letter and Certification of Market Value are hereby amended to reflect the aforesaid change to the non-severable exception size from 3 to 2 acres.

3. The SADC grants final approval to provide a cost share grant to the County for the purchase of a development easement on the Property, comprising approximately 96 net easement acres, at a State cost share of \$2,689 per acre, (70.48% of Formula value and purchase price), for a total grant of approximately \$258,144 pursuant to N.J.A.C. 2:76-6.11 and the conditions contained in (Schedule C).
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 fund).
5. If unencumbered base grant funds become available subsequent to this final approval and prior to the County's execution of a Grant Agreement, the SADC shall utilize those funds before utilizing competitive funding.
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 Property to be preserved outside of any exception areas, adjusted for proposed road rights-of-way, other rights-of-way or easements as determined by the SADC, 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.

8/27/2020
Date

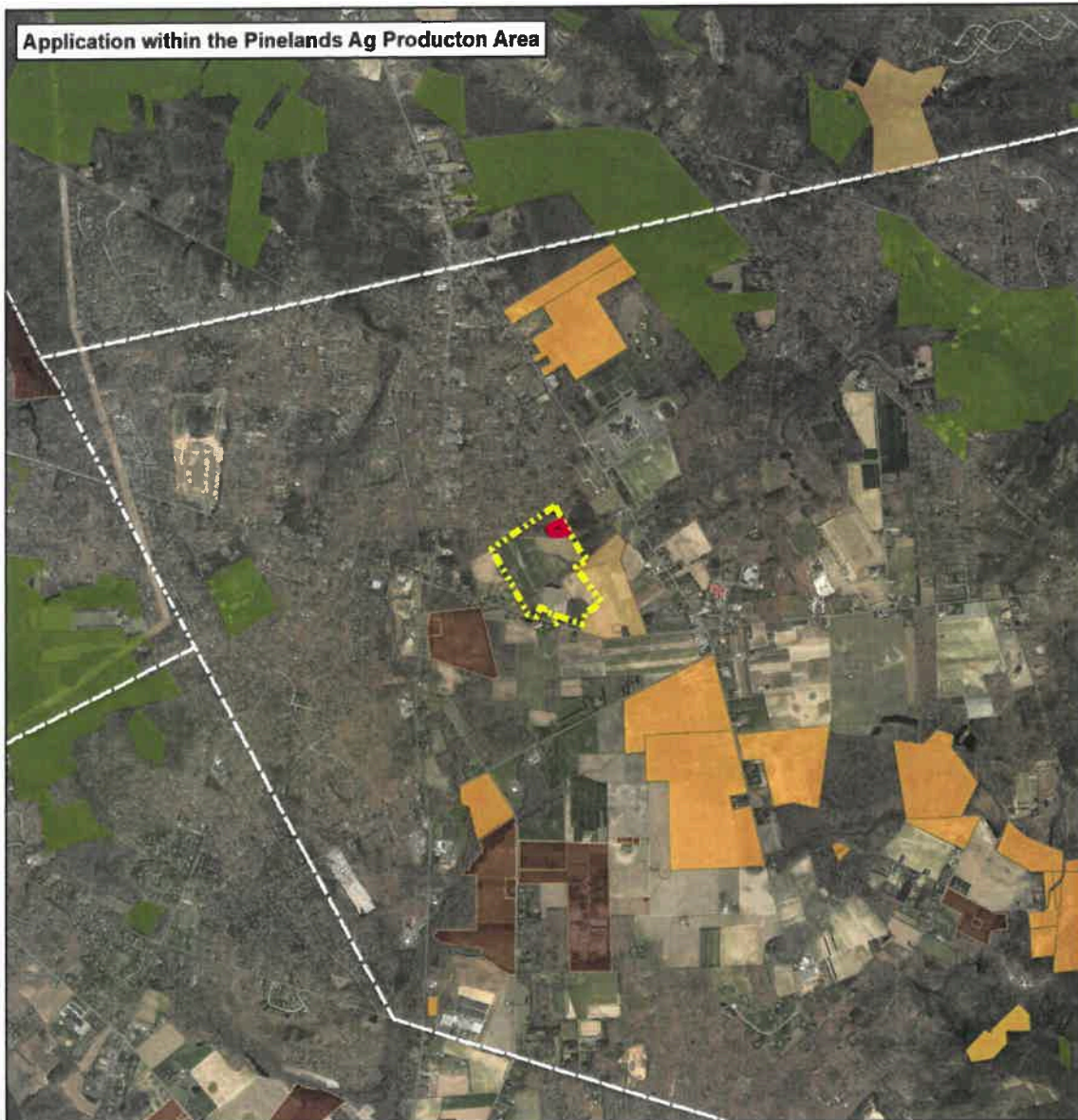


Susan E. Payne, Executive Director
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

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

Preserved Farms and Active Applications Within Two Miles



X:\counties\burco\projects\RTE, III Farms, LLC (Eckert West) 2mile 2.mxd

FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

RTE, III Farms, LLC (Eckert West)
Block 903 Lots P/O 14.01 (95.0 ac)
& P/O 14.01-EN (non-severable exception - 2.0 ac)
Gross Total = 97.0 ac
Tabernacle Twp., Burlington 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

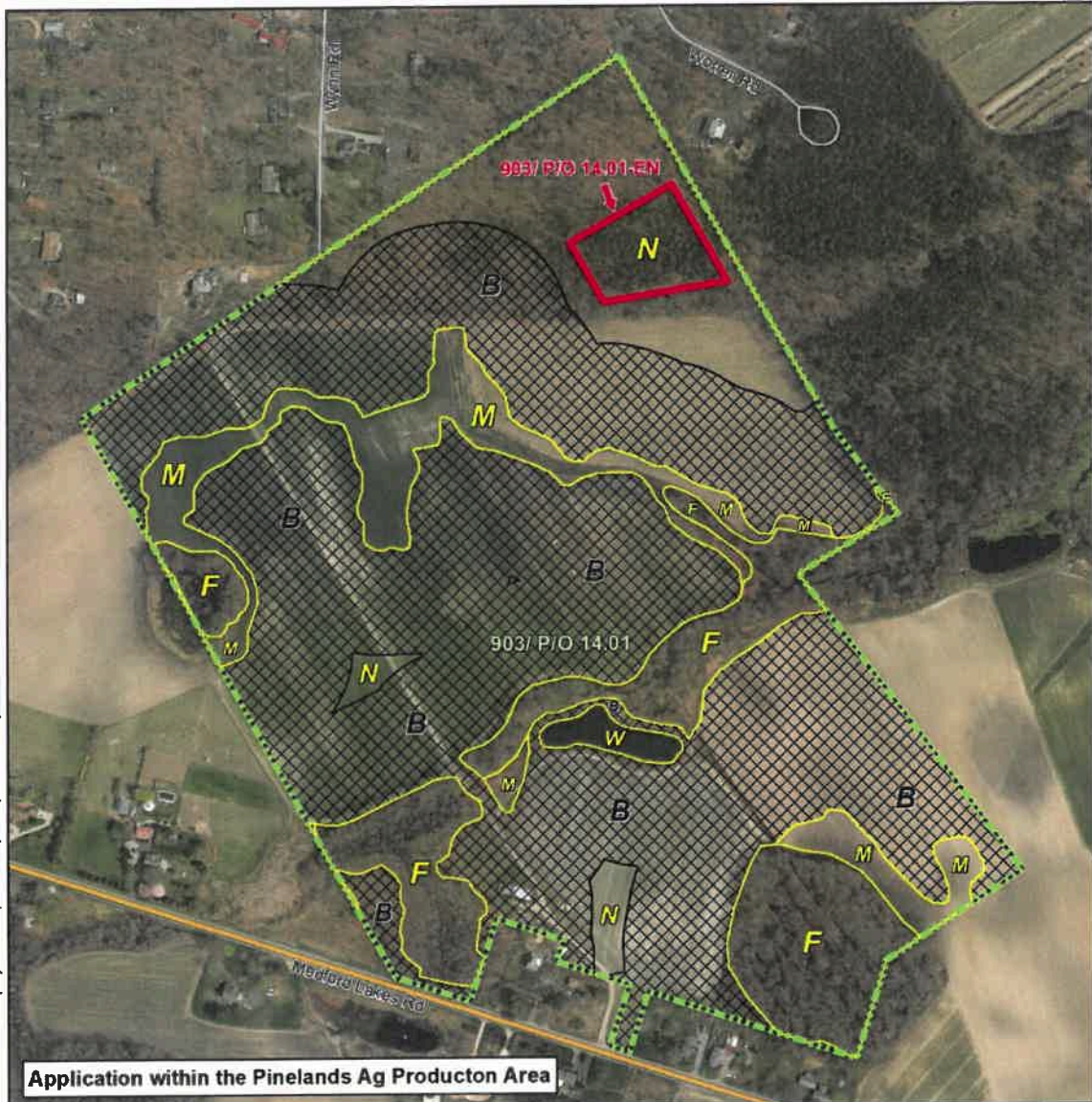


Sources:
NJ Farmland Preservation Program
Green Acres Conservation Easement Data
Protected Areas Database of the United States (PAD-US)
NJOTTOGIS 2015 Digital Aerial Image

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

July 31, 2020

Wetlands



X:\counties\burco\project\RT_E, III Farms, LLC (Eckert West) fww 2.mxd

FARMLAND PRESERVATION PROGRAM
NJ State Agriculture Development Committee

RTE, III Farms, LLC (Eckert West)
 Block 903 Lots P/O 14.01 (95.0 ac)
 & P/O 14.01-EN (non-severable exception - 2.0 ac)
 Gross Total = 97.0 ac
 Tabernacle Twp., Burlington County



Sources:
 NJ Farmland Preservation Program
 Green Acres Conservation Easement Data
 Protected Areas Database of the United States (PAD-US)
 NJDEP Wetlands Data
 NJ Pinelands Commission PDC Data
 NJOTISGIS 2015 Digital Aerial Image

DISCLAIMER: Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The configuration and geo-referenced location of parcel polygons in this data layer are approximate and were developed primarily for planning purposes. The 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 definition 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
- Wetlands Boundaries
- Primary - Limited Access
- Federal or State Hwys
- County Roads
- Municipal/Local Roads



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

State Agriculture Development Committee
SADC Final Review: Development Easement Purchase

RTE, III Farms, LLC (Eckert West)
03- 0432-PG
County PIG Program
96 Acres

Block 903	Lot 14.01	Tabernacle Twp.	Burlington County	
SOILS:		Other	17% * 0	= .00
		Prime	65% * .15	= 9.75
		Statewide	6% * .1	= .60
		unique zero	12% * 0	= .00
				SOIL SCORE: 10.35
TILLABLE SOILS:		Cropland Harvested	71% * .15	= 10.65
		Other	1% * 0	= .00
		wetlands/water	14% * 0	= .00
		woodlands	14% * 0	= .00
				TILLABLE SOILS SCORE: 10.65
FARM USE:		Corn-Cash Grain	22 acres	
		Soybeans-Cash Grain	33 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 two (2) acres for Future dwelling & flexibility
Exception is not to be severed from Premises
Exception is to be limited to zero existing
single family residential unit(s) and one future
single family residential unit(s)
 - c. Additional Restrictions:
 1. A maximum (10%) impervious cover, or approximately 9.6 acres, available for the construction of agricultural infrastructure on the Property outside of the exception area.
 - ci. Additional Conditions: No Additional Conditions
 - cii. Dwelling Units on Premises: No Dwelling Units
 - ciii. 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 FY2021R8(7)
FINAL REVIEW AND APPROVAL OF A PLANNING INCENTIVE GRANT TO
KINGWOOD TOWNSHIP
for the
PURCHASE OF A DEVELOPMENT EASEMENT
On the Property of Kollmer, Wesley & Melinda ("Owners")
SADC ID# 10-0429-PG
Kingwood Township, Hunterdon County
N.J.A.C. 2:76-17A. et seq.**

AUGUST 27, 2020

WHEREAS, on January 11, 2019 it was determined that the application for the sale of a development easement for the subject farm identified as Block 6, Lot 7, Kingwood Township, Hunterdon County, totaling approximately 26 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 Township has met the Township Planning Incentive Grant ("PIG") criteria pursuant to N.J.A.C. 2:76-17A.6 - 7; and

WHEREAS, the Owners have 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 Township's Project Area; and

WHEREAS, the Property includes one (1), approximately 2-acre non-severable exception area for a future single family residential unit and to afford future flexibility for nonagricultural uses resulting in approximately 24 net acres to be preserved; and

WHEREAS, the 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 (1) single family residential unit
- 4) Right-to-Farm language will be included in the Deed of Easement; and

WHEREAS, the portion of the Property outside the exception area 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 hay production; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.11, on May 27, 2020 in accordance with Resolution #FY2020R4(14), Executive Director Payne and Secretary Fisher certified the Development Easement value of \$4,000 per acre based on zoning and environmental regulations in place as of the current valuation date March 2020; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.12, the Owner accepted the Township's offer of \$5,000 per acre for the development easement for the Property, (which is higher than the certified easement, but not higher than the highest appraised value of \$5,000); and

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

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

WHEREAS, the landowner has signed the Guidance Document regarding ALE Grants and agreed to the additional restrictions associated with the ALE Grant, including no future division of the premises and a 4.67% maximum impervious coverage restriction (approximately 1.12 acres) for the construction of agricultural infrastructure on the Property outside of exception area, which is the maximum allowable for this property through the ALE program at this time; and

WHEREAS, at this time the ALE approved current easement value has not been finalized, therefore, the estimated ALE grant of \$2,500 per acre (50% of \$5,000) or approximately \$60,000 in total ALE funds will be utilized; and

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

WHEREAS, due to a shortage of available funds, this final approval is conditioned upon ALE funding in an amount sufficient enough to cover the County and Township's cost share and any remaining funds will be used to offset the SADC grant; and

WHEREAS, pursuant to N.J.A.C. 2:76-17A.13, on July 2, 2020, the Kingwood Township Committee approved the application for the sale of development easement but is not participating financially in the easement purchase due to the anticipated receipt of ALE funds; and

WHEREAS, pursuant to N.J.A.C. 2:76-17A.13 on June 18, 2020, the 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. 2:76-17A.13 on July 7, 2020, the County Board of Chosen Freeholders passed a resolution granting final approval, but is not participating financially in the easement purchase due to the anticipated receipt of ALE funds; and

WHEREAS, the estimated cost share breakdown is as follows (based on 24 acres):

	<u>Total</u>	<u>Per/acre</u>
SADC	\$ 67,200	(\$2,800/acre) based on certified value
Kingwood Township	\$ 38,400	(\$1,600/acre) based on township offer of \$5,000 per acre
Hunterdon County	\$ 14,400	(\$600/acre) based on certified value
Total Easement Purchase	\$120,000	(\$5,000/acre)

Whereas, the estimated cost share breakdown if the \$60,000 ALE Grant is finalized and applied:

	<u>Total</u>	<u>ALE</u>	<u>New Cost Share</u>	<u>Per/acre</u>
SADC	\$ 67,200	\$ 7,200	\$ 60,000	(\$2,500/acre)
Kingwood Township	\$ 38,400	\$ 38,400	\$0	
Hunterdon County	\$ 14,400	\$ 14,400	\$0	
ALE Grant			\$ 60,000	(\$2,500/acre)
TOTAL	\$120,000	\$ 60,000	\$120,000	(\$5,000/acre)

WHEREAS, the Township is requesting \$2,500 per acre or approximately \$60,000 and sufficient funds are available (Schedule B); and

WHEREAS, pursuant to N.J.A.C. 2:76-17A.15, the County shall hold the development easement since the County is providing funding for the preservation of the farm; and

WHEREAS, pursuant to N.J.A.C. 2:76-17A.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; and


WHEREAS, pursuant to N.J.A.C. 2:76-6.11, the SADC shall provide a cost share grant to the Township for up to 50% of the eligible ancillary costs for the purchase of a development easement which will be deducted from its PIG appropriation and subject to the availability of funds;

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 Township for the purchase of a development easement on the Property, comprising approximately 24 net easement acres, at a State cost share of \$2,500 per acre, (62.5% of certified easement value and 50% of the purchase price), for a total grant of approximately \$60,000 pursuant to N.J.A.C. 2:76-6.11 and the conditions contained in (Schedule C).
3. This approval is conditioned upon receipt of ALE funds sufficient enough to cover the Township and County's cost share or in absence of ALE funding a resolution by the Township and the County Board of Chosen Freeholder's to commit the funds needed to cover the Township's and County's cost share.

4. If ALE funding is secured and approved for use by the SADC, said funding will first be used to reduce the county and municipal cost share and then, with the remaining funds (estimated \$7,200), reduce the SADC's cost share.
5. Should additional funds be needed and grant funding be available, the grant may be adjusted to utilize unencumbered grant funds.
6. The SADC will be providing its grant directly to Hunterdon County, and the SADC shall enter into a Grant Agreement with the Township and County pursuant to N.I.A.C. 2:76-6.18, 6.18(a) and 6.18(b).
7. The SADC's cost share grant to the Township for the purchase of a development easement on the approved application shall be based on the final surveyed acreage of the area of the Property to be preserved outside of any exception areas, adjusted for proposed road rights-of-way, other rights-of-way or easements as determined by the SADC, and streams or water bodies on the boundaries as identified in Policy P-3-C.
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.

8/27/2020
Date

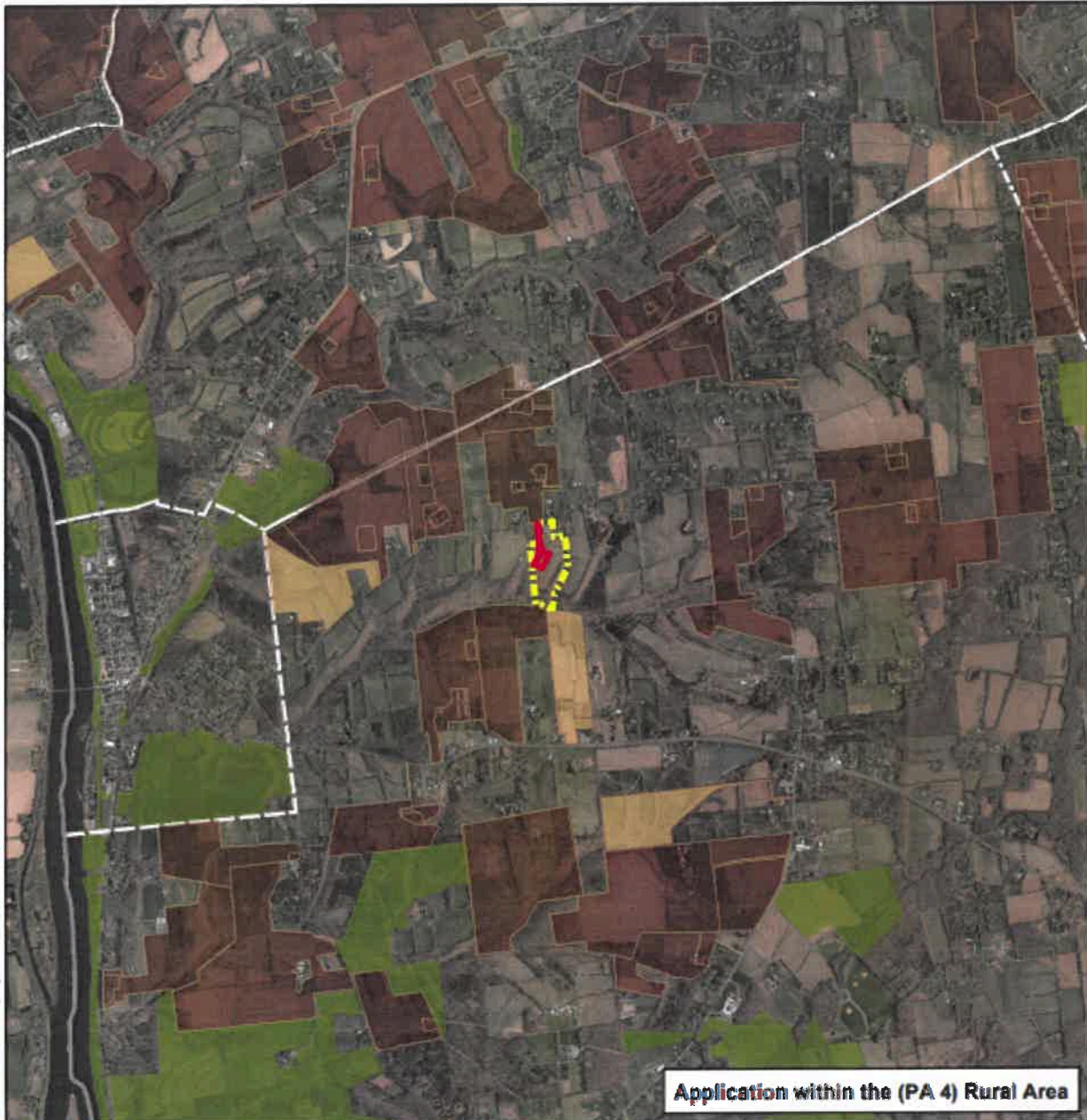


Susan E. Payne, Executive Director
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

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

Preserved Farms and Active Applications Within Two Miles



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Application within the (PA 4) Rural Area

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

Kolmer, Wesley M. & Melinda L.
Block 6 Lots P/O 7 (24.0 ac)
& P/O 7-EN (non-severable exception - 2.0 ac)
Gross Total = 26.0 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



Source:
 NJ Farmland Preservation Program
 Green Acres Conservation Easement Data
 Protected Areas Database of the United States (PAD-US)
 N.J.C.I./CIG (2015) Digital Assets Team

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

Wetlands



X:\count\air\hunc\proj\proj\kolmer, Wesley M. & Melinda L. few.mxd

FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

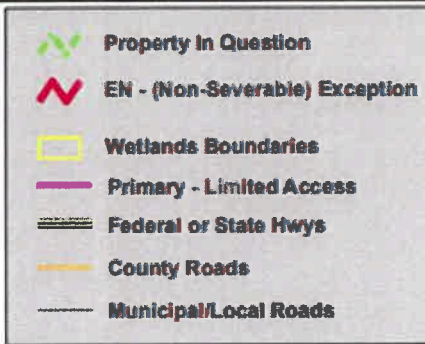
Kolmer, Wesley M. & Melinda L.
Block 6 Lots P/O 7 (24.0 ac)
& P/O 7-EN (non-severable exception - 2.0 ac)
Gross Total = 26.0 ac
Kingwood Twp., Hunterdon County



Source:
NJ Farmland Preservation Program
Green Acres Conservation Easement Data
Protected Areas Database of the United States (PAD-US)
NJDEP Wetlands Data
NCEM GIS 2010 Digital Aerial Image

DISCLAIMER: Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The configuration and geo-referenced location of parcel polygons in this data layer are approximate and were developed primarily for planning purposes. The 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 long ground horizontal and/or vertical control as would be obtained by an actual ground survey conducted by a licensed Professional Land Surveyor.

Application within the (PA 4) Rural Area



Wetlands Legend:
F - Freshwater Wetlands
L - Linear Wetlands
M - Wetlands Modified for Agriculture
T - Tidal Wetlands
N - Non-Wetlands
B - 200' Buffer
W - Water

December 27, 2016

State Agriculture Development Committee
SADC Final Review: Development Easement Purchase

Kollmer, Wesley M. & Melinda L.
10- 0429-PG
PIG EP - Municipal 2007 Rule
24 Acres

Block 6	Lot 7	Kingwood Twp.	Hunterdon County		
SOILS:		Other	29%	*	0 = 0.00
		Prime	41%	*	.15 = 6.15
		Statewide	30%	*	.1 = 3.00
					SOIL SCORE: 9.15
TILLABLE SOILS:		Cropland Harvested	55%	*	.15 = 8.25
		Woodlands	45%	*	0 = .00
					TILLABLE SOILS SCORE: 8.25

FARM USE:

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

1. Available funding.
2. The allocation, not to exceed 0 Residual Dwelling Site Opportunities on the Premises subject to confirmation of acreage by survey.
3. Compliance with all applicable statutes, rules and policies.
5. Other:
 - a. Pre-existing Nonagricultural Use:
 - b. Exceptions:
 - 1st two (2) acres for Future single family residence and flexibility of use
 - Exception is not to be severed from Premises
 - Exception is to be limited to one future single family residential unit(s)
 - c. Additional Restrictions:
 1. FY19 ALE via HLT subject to zero (0) future divisions and a 4.67% maximum impervious cover restriction on the Premises.
 - 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 #FY2021R8(8)
FINAL REVIEW AND APPROVAL OF A SADC EASEMENT PURCHASE**

On the Property of Braun, Oscar – Estate of

AUGUST 27, 2020

Subject Property: **Braun, Oscar – Estate of**
Block 15, Lots 2 & 22.01
Holland Township, Hunterdon County
SADC ID#: 10-0275-DE
Approximately 123.2 Net Easement Acres

WHEREAS, on October 30, 2019, the State Agriculture Development Committee (“SADC”) received a development easement sale application from Braun, Oscar – Estate of, hereinafter “Owner,” identified as Block 15, Lots 2 & 22.01, Holland Township, Hunterdon County, hereinafter the “Property,” totaling approximately 128.2 gross acres, identified in (Schedule A); and

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

WHEREAS, the 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 5-acre severable exception area for a future single-family residential unit and to afford future flexibility for nonagricultural uses resulting in approximately 123.2 net acres to be preserved; and

WHEREAS, the 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 portion of the Property outside the exception area includes:

- 1) Zero (0) housing opportunities
- 2) One (1) 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 July 26, 2018, 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 123.2 acres and has a quality score of 72.67; 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 \$3,500 per acre based on zoning and environmental regulations in place as of January 1, 2004 and \$1,300 per acre based on zoning and environmental regulations in place as of the current valuation date December 2019; and

WHEREAS, the Owner accepted the SADC's offer to purchase the development easement for \$3,500 per acre; and

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

WHEREAS, 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 \$3,500 per acre for a total of approximately \$431,200 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 Property to be preserved outside of any exception areas, adjusted for proposed road rights-of-way, other rights-of-way or easements as determined by the SADC, streams or water bodies on the boundaries as identified in Policy P-3-C.
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.I.S.A. 4:1C-4f.

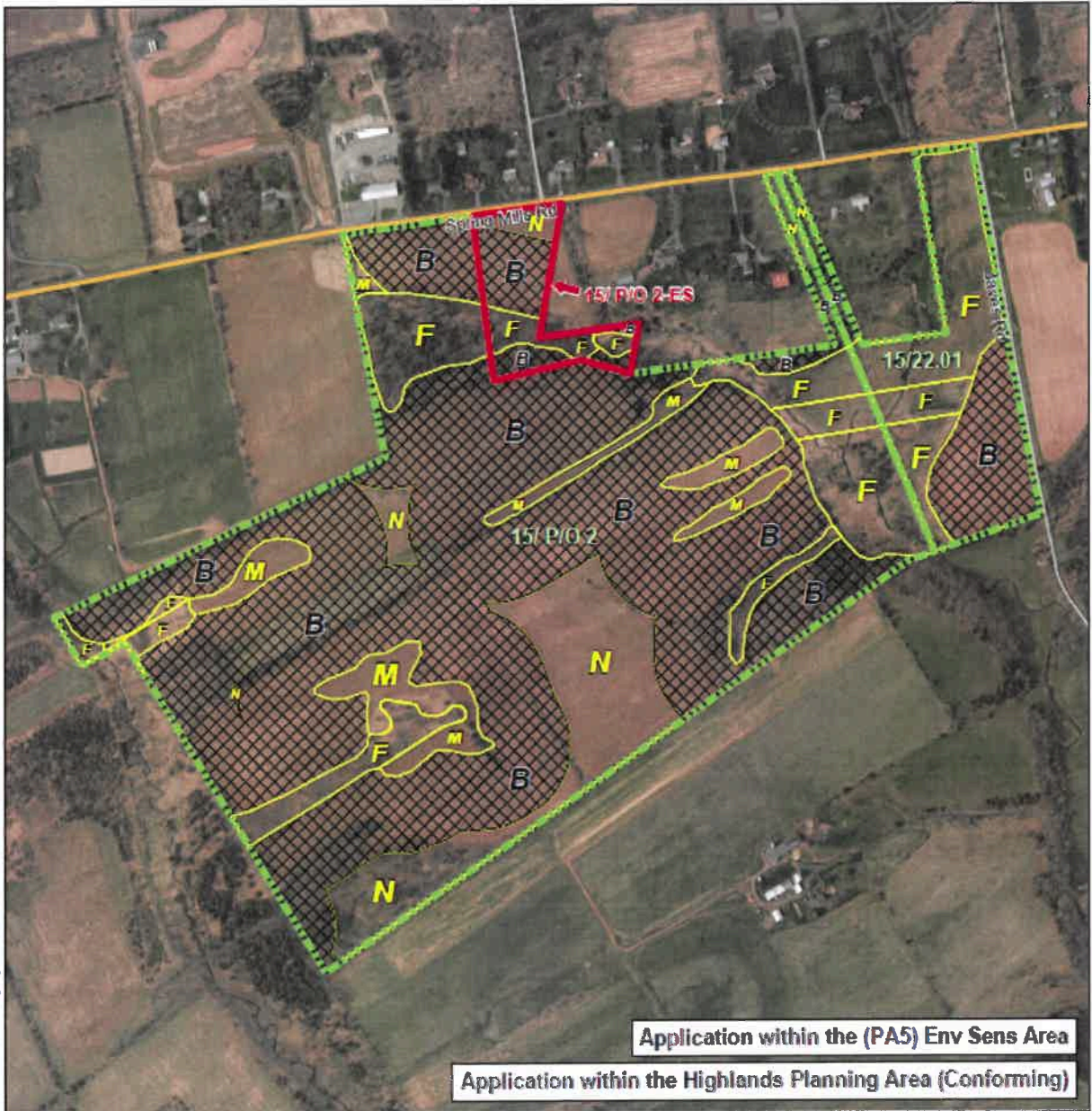
8/27/2020
Date


Susan E. Payne, Executive Director
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

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

Wetlands



X:\com\st\braun\oscar\braun_081818\braun_081818.dwg - Estate of Braun, Oscar

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

Braun, Oscar - Estate of
Block 15 Lots 22.01 (14.5 ac); P/O 2 (108.7 ac);
& P/O 2-ES (severable exception - 5.0 ac)
Gross Total = 128.2 ac
Holland Twp., Hunterdon County



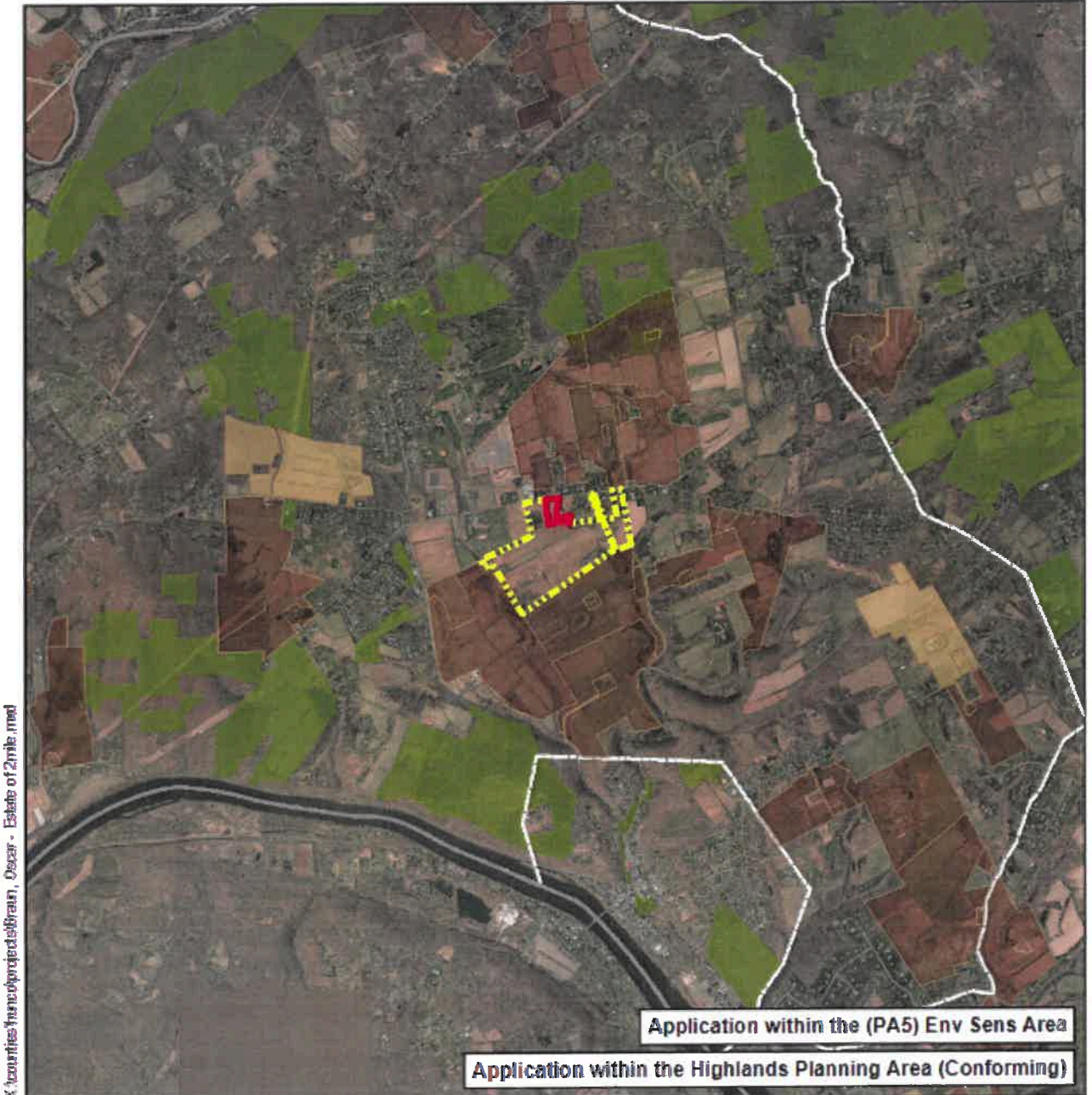
References:
NJ Farmland Preservation Program
Green Acres Conservation Easement Data
Professional Photo Database of the United States (PAD-US)
NJDEP Wetlands Data
NJ Highlands Council Data
NAD 83/USGS 2015 Digital Aerial Image

DISCLAIMER: Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The configuration and geo-referenced location of parcel polygons in this data layer are agricultural and were developed primarily for planning purposes. The geographic accuracy and precision of the GIS data contained in this file and any other files, are not 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
	ES - (Severable) Exception
	Wetlands Boundaries
	300 ft Buffered Wetlands
	Primary - Limited Access
	Federal or State Hwys
	County Roads
	Municipal/Local Roads

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

Preserved Farms and Active Applications Within Two Miles



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FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Braun, Oscar - Estate of
Block 15 Lots 22.01 (14.5 ac); P/O 2 (108.7 ac);
& P/O 2-ES (severable exception - 5.0 ac)
Gross Total = 128.2 ac
Holland Twp., Hunterdon County



- Property in Question
- Exceptions
- Preserved Estates
- 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

Source:
NJ Farmland Preservation Program
Green Acres Conservation Easement Data
Pinelands Area's Database of the United States (PADUS)
NJDOT/GIS 2016 Digital Aerial Image

November 1, 2018

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

State Agriculture Development Committee
SADC Final Review: Development Easement Purchase

Braun, Oscar - Estate of
Easement Purchase - SADC
123 Acres

Block 15	Lot 2	Holland Twp.	Hunterdon County		
Block 15	Lot 22.01	Holland Twp.	Hunterdon County		
SOILS:		Other	30% * 0	=	.00
		Prime	44% * .15	=	6.60
		Statewide	26% * .1	=	2.60
				SOIL SCORE:	9.20
TILLABLE SOILS:		Cropland Harvested	72% * .15	=	10.80
		Wetlands/Water	19% * 0	=	.00
		Woodlands	9% * 0	=	.00
				TILLABLE SOILS SCORE:	10.80
FARM USE:		Corn-Cash Grain	14 acres		
		Wheat-Cash Grain	68 acres		
		Hay	8 acres		

This final approval is subject to the following:

1. Available funding.
2. The allocation of 1 Residual Dwelling Site Opportunity(ties) on the Premises subject to confirmation of acreage by survey.
3. Compliance with all applicable statutes, rules and policies.
4. Other:
 - a. Pre-existing Nonagricultural Use: No Nonagricultural Uses
 - b. Exceptions:
 - 1st five (5) acres for Future dwelling
 - Exception is severable
 - Right to Farm language is to be included in Deed of Future Lot
 - Exception is to be limited to one future single family residential unit(s)
 - c. Additional Restrictions: No Additional Restrictions
 - d. Additional Conditions: No Additional Conditions
 - e. Dwelling Units on Premises:
 - No Structures On Premise
 - 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 #FY2021R8(9)
FINAL REVIEW AND APPROVAL OF A SADC EASEMENT PURCHASE**

On the Property of Pittenger, Lori E. & Russell G. ("Owners")

August 27, 2020

Subject Property: **Pittenger, Lori E. & Russell G. ("Owners")**
Block 19, Lot 13
Green Township, Sussex County
SADC ID#: 19-0022-DE
Approximately 86.4 Net Easement Acres

WHEREAS, on January 8, 2019, the State Agriculture Development Committee ("SADC") received a development easement sale application from Lori E. and Russell G. Pittenger, hereinafter "Owners," identified as Block 19, Lot 13, Green Township, Sussex County, hereinafter the "Property," totaling approximately 87.4 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 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 1-acre non-severable exception area for an existing single family residential unit resulting in approximately 86.4 net acres to be preserved; and

WHEREAS, the 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 (1) single family residential unit
- 4) Right-to-Farm language will be included in the Deed of Easement; and

WHEREAS, the portion of the Property 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 beef cattle, hay, and soybean production; and

WHEREAS, staff evaluated this application for the sale of development easement pursuant to SADC Policy P-14-E, Prioritization criteria, N.J.A.C. 2:76-6.16 and the State Acquisition Selection Criteria approved by the SADC on July 26, 2018, which categorized applications into "Priority", "Alternate" and "Other" groups; and

WHEREAS, SADC staff determined that the Property meets the SADC's "Priority" category for Sussex County (minimum acreage of 51 and minimum quality score of 51) because it is approximately 86.4 acres and has a quality score of 59.88; 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 \$4,400 per acre based on zoning and environmental regulations in place as of January 1, 2004 and \$4,000 per acre based on zoning and environmental regulations in place as of the current valuation date October 23, 2019; and

WHEREAS, the Owners accepted the SADC's offer to purchase the development easement for \$4,400 per acre; and

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

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

NOW THEREFORE BE IT RESOLVED:

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 \$4,400 per acre for a total of approximately \$380,160 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 Property to be preserved outside of any exception areas, adjusted for proposed road rights-of-way, other rights-of-way or easements as determined by the SADC, streams or water bodies on the boundaries as identified in Policy P-3-C.
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.

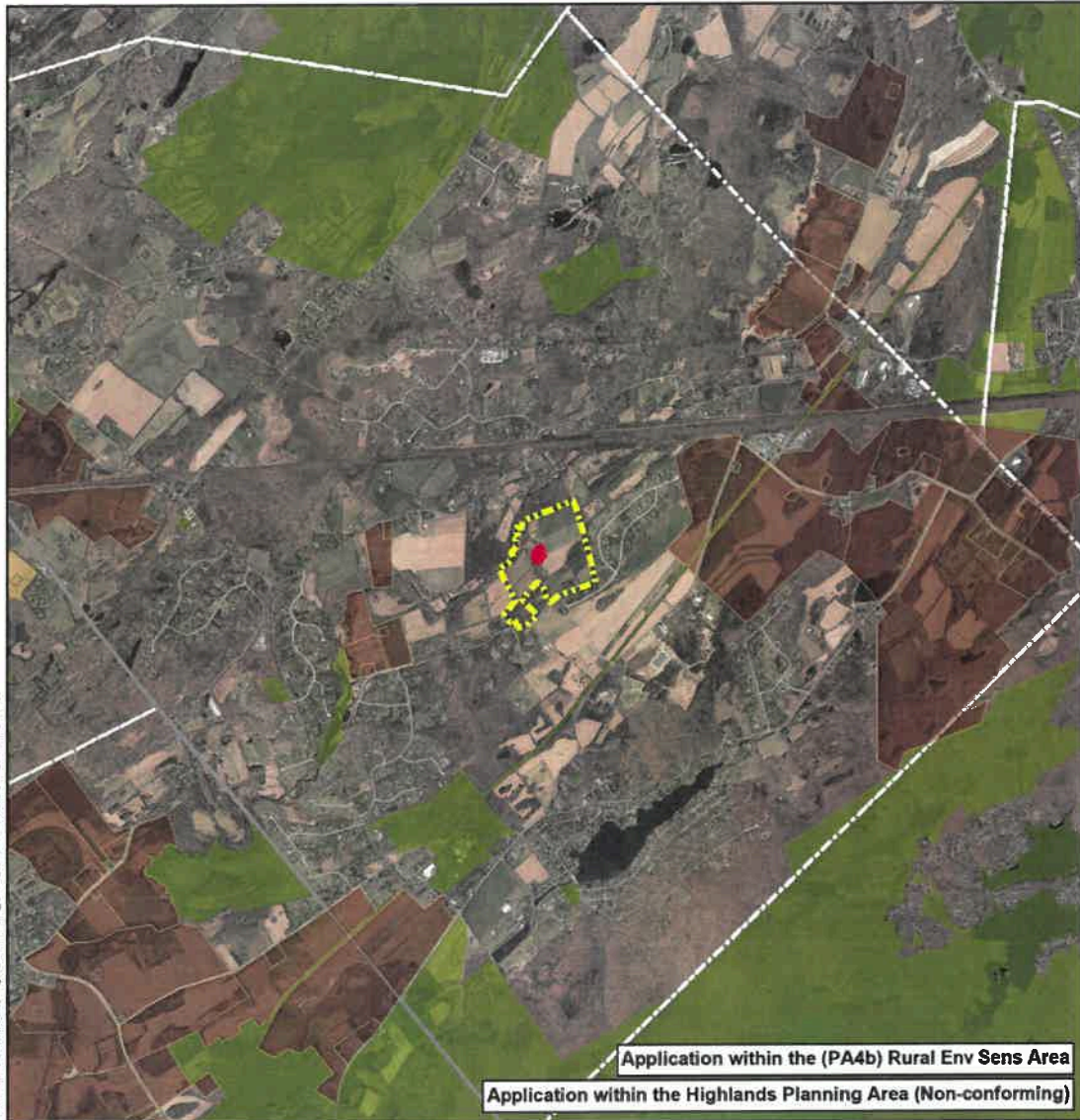
8/27/2020
Date


Susan E. Payne, Executive Director
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

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

Preserved Farms and Active Applications Within Two Miles



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FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Pittenger, Lori E. & Russell G
Block 19 Lots P/O 13 (86.4 ac);
P/O 13-EN (non-severable exception – 1.0 ac)
Gross Total = 87.4 ac
Green Twp., Sussex 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



Sources:
 NJ Farmland Preservation Program
 Green Acres Conservation Easement Data
 Protected Areas Database of the United States (PAD-US)
 NJGIT/OGIS 2015 Digital Aerial Image

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

Wetlands



X:\counties\sussex\projects\Pittenger, Lori E & Russell G fww.mxd

Application within the (PA4b) Rural Env Sens Area

Application within the Highlands Planning Area (Non-conforming)

FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Pittenger, Lori E. & Russell G
Block 19 Lots P/O 13 (86.4 ac);
P/O 13-EN (non-severable exception – 1.0 ac)
Gross Total = 87.4 ac
Green Twp., Sussex 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
NJOT/OGIS 2015 Digital Aerial Image

DISCLAIMER: Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The configuration and geo-referenced location of parcel polygons in this data layer are approximate and were developed primarily for planning purposes. The 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
	Wetlands Boundaries
	Primary - Limited Access
	Federal or State Hwys
	County Roads
	Municipal/Local Roads

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

January 15, 2018

Schedule B

State Agriculture Development Committee
SADC Final Review: Development Easement Purchase

Pittenger, Lori E. & Russell G.
Easement Purchase - SADC
86 Acres

Block 19	Lot 13	Green Twp.	Sussex County		
SOILS:		Other	41% * 0	=	.00
		Prime	59% * .15	=	8.85
				SOIL SCORE:	8.85
TILLABLE SOILS:		Cropland Harvested	65% * .15	=	9.75
		Wetlands/Water	8% * 0	=	.00
		Woodlands	27% * 0	=	.00
				TILLABLE SOILS SCORE:	9.75
FARM USE:	Hay		53 acres	42.1 ac of hay (excluding salt hay)	
	Soybeans-Cash Grain		11 acres		
	Beef Cattle Feedlots		47 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 one (1) acres for Existing residence
Exception is not to be severable from Premises
Exception is to be limited to one 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 #FY2021R8(10)
FINAL REVIEW AND APPROVAL OF A SADC EASEMENT PURCHASE**

On the Property of Roof, Judy ("Owner")

August 27, 2020

Subject Property: **Roof, Judy ("Owner")**
Block 2701, Lot 9
Stillwater Township, Sussex County
SADC ID#: 19-0021-DE
Approximately 63.70 Net Easement Acres

WHEREAS, on October 24, 2019, the State Agriculture Development Committee ("SADC") received a development easement sale application from Judy Roof, hereinafter "Owner," identified as Block 2701, Lot 9, Stillwater Township, Sussex County, hereinafter the "Property," totaling approximately 66.65 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 one (1), approximately 2.95-acre non-severable exception area for a future single family residential unit and to afford future flexibility for nonagricultural uses resulting in approximately 63.70 net acres to be preserved; and

WHEREAS, the 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 restricted to one (1) single family residential unit
- 4) Right-to-Farm language will be included in the Deed of Easement; and

WHEREAS, the portion of the Property outside the exception area 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 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 Sussex County (minimum acreage of 44 and minimum quality score of 42) because it is approximately 63.70 acres and has a quality score of 42.69; and

WHEREAS, pursuant to N.J.A.C 2:76-17.11, on May 27, 2020, in accordance with Resolution #FY2020R4(14), Executive Director Payne and Secretary Fisher certified the Development Easement value of \$4,900 per acre based on zoning and environmental regulations in place as of the current valuation date April 10, 2020; and

WHEREAS, the Owners accepted the SADC's offer to purchase the development easement for \$4,900 per acre; and

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

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

NOW THEREFORE BE IT RESOLVED:

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 \$4,900 per acre for a total of approximately \$312,130 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 Property to be preserved outside of any exception areas, adjusted for proposed road rights-of-way, other rights-of-way or easements as determined by the SADC, streams or water bodies on the boundaries as identified in Policy P-3-C.
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.

8/27/2020

Date



Susan E. Payne, Executive Director
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

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

Preserved Farms and Active Applications Within Two Miles



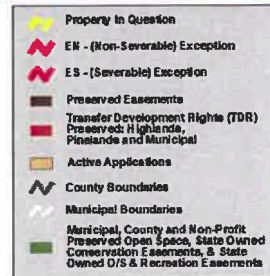
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Application within the (PA4b) Rural Env Sens Area

FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Roof, Judy
Block 2701 Lots P/O 9 (63.7 ac);
P/O 9-EN (non-severable exception – 2.95 ac)
Gross Total = 66.65 ac
Stillwater Twp., Sussex County

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

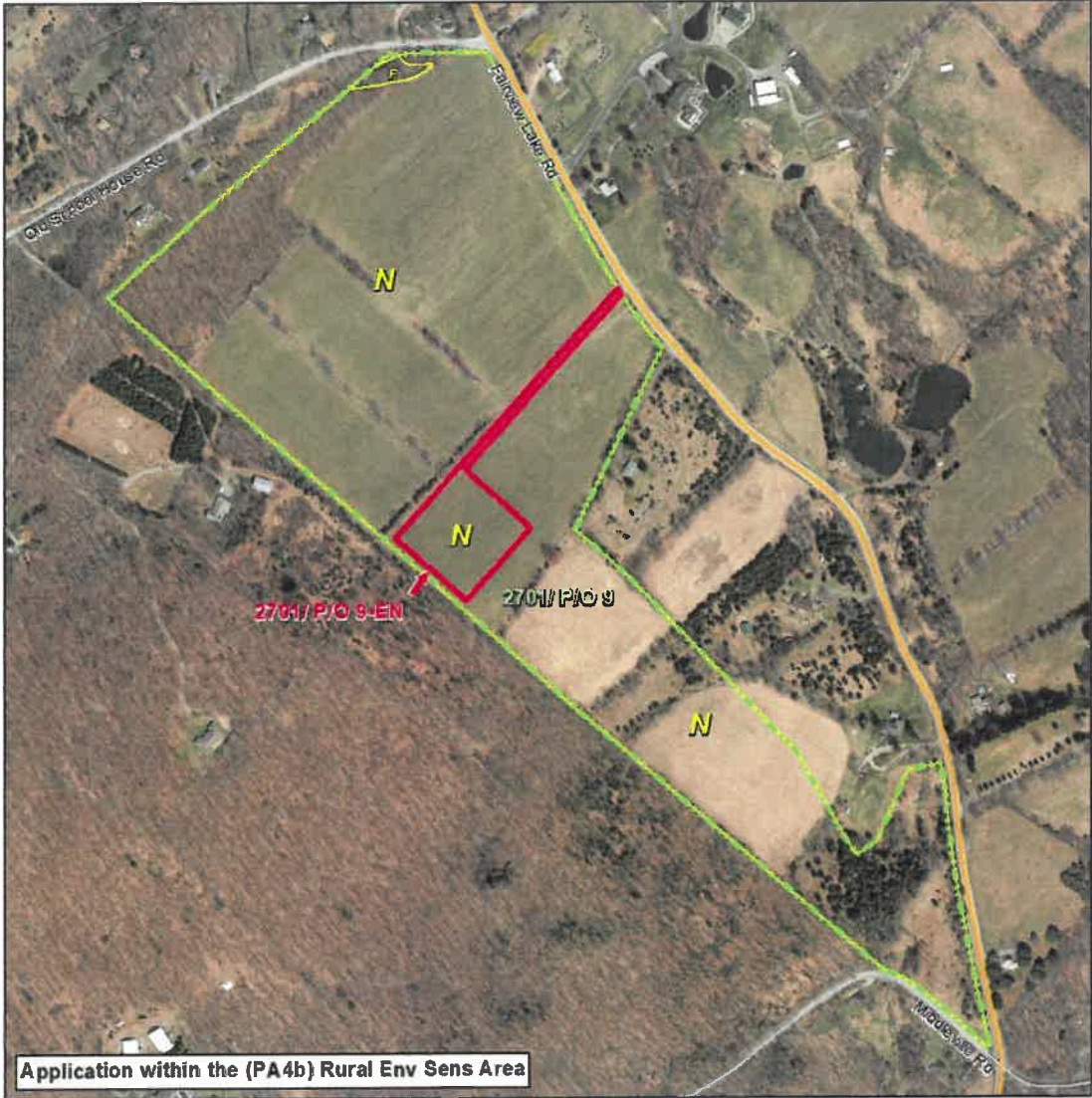


Sources:
NJ Farmland Preservation Program
Open Acres Conservation Easement Data
Protected Areas Database of the United States (PAD-US)
NJOT/OGIS 2015 Digital Aerial Image

December 4, 2016

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



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Application within the (PA4b) Rural Env Sens Area

FARMLAND PRESERVATION PROGRAM
NJ State Agriculture Development Committee

Roof, Judy
 Block 2701 Lots P/O 9 (63.7 ac);
 P/O 9-EN (non-severable exception – 2.95 ac)
 Gross Total = 66.65 ac
 Stillwater Twp., Sussex County



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

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



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

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

State Agriculture Development Committee
 SADC Final Review: Development Easement Purchase

Roof, Judy
 Easement Purchase - SADC
 64 Acres

Block 2701	Lot 9	Stillwater Twp.	Sussex County		
SOILS:		Other	100% *	0	= .00
					SOIL SCORE: .00
TILLABLE SOILS:		Cropland Harvested	77.8% *	.15	= 11.67
		Wetlands/Water	.5% *	0	= .00
		Woodlands	21.7% *	0	= .00
					TILLABLE SOILS SCORE: 11.67
FARM USE:	Hay		41 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 (2.95) acres for future residence
 Exception is not to be severable from Premises
 Exception is to be limited to zero existing single family residential unit(s) and one future single family residential unit(s)
 - c. Additional Restrictions: No Additional Restrictions
 - d. Additional Conditions: No Additional Conditions
 - e. Dwelling Units on Premises: No Dwelling Units
 - f. Agricultural Labor Housing Units on Premises: No Ag Labor Housing
5. Review and approval by the Office of the Attorney General for compliance with legal requirements.

**STATE AGRICULTURE DEVELOPMENT COMMITTEE
RESOLUTION #FY2021R8(11)
FINAL REVIEW AND APPROVAL OF A SADC EASEMENT PURCHASE**

On the Property of Foster, Mary Roebling ("Owner")

August 27, 2020

Subject Property: **Foster, Mary Roebling**
Block 54, Lots 1, 2 & 11
Hopewell Township, Mercer County
SADC ID#: 11-0048-DE
Approximately 122.1 Net Easement Acres

WHEREAS, on November 4, 2019, the State Agriculture Development Committee ("SADC") received a development easement sale application from Mary Roebling Foster, hereinafter "Owner," identified as Block 54, Lots 1, 2 & 11, Hopewell Township, Mercer County, hereinafter the "Property," totaling approximately 124.1 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 one (1), approximately 2-acre non-severable exception area for a future single family residential unit and to afford future flexibility for nonagricultural uses resulting in approximately 122.1 net acres to be preserved; and

WHEREAS, the 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 (1) single family residential unit
- 4) Right-to-Farm language will be included in the Deed of Easement; and

WHEREAS, the portion of the Property outside the exception area includes:

- 1) Zero (0) housing opportunities
- 2) One (1) 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 and beef 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 Mercer County (minimum acreage of 58 and minimum quality score of 63) because it is approximately 122.1 acres and has a quality score of 66.58; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.11, on May 27, 2020, in accordance with Resolution #FY2020R4(14), Executive Director Payne and Secretary Fisher certified the Development Easement value of \$10,800 per acre based on zoning and environmental regulations in place as of the current valuation date March 19, 2020; and

WHEREAS, the Owners accepted the SADC's offer to purchase the development easement for \$10,800 per acre; and

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

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

NOW THEREFORE BE IT RESOLVED:

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 \$10,800 per acre for a total of approximately \$1,318,680 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 Property to be preserved outside of any exception areas, adjusted for proposed road rights-of-way, other rights-of-way or easements as determined by the SADC, streams or water bodies on the boundaries as identified in Policy P-3-C.
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.

8/27/2020

Date



Susan E. Payne, Executive Director
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

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

Preserved Farms and Active Applications Within Two Miles



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Application within both the (PA4) Rural and the (PA4b) Rural Env Sens Areas

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

Foster, Mary Roebling
Block 54 Lots 1 (9.9 ac); P/O 2 (48.4 ac);
P/O Lot 2-EN (non-severable exception – 2.0 ac) & 11 (63.8 ac)
Gross Total = 124.1 ac
Hopewell Twp., Mercer County



	Property in Question
	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

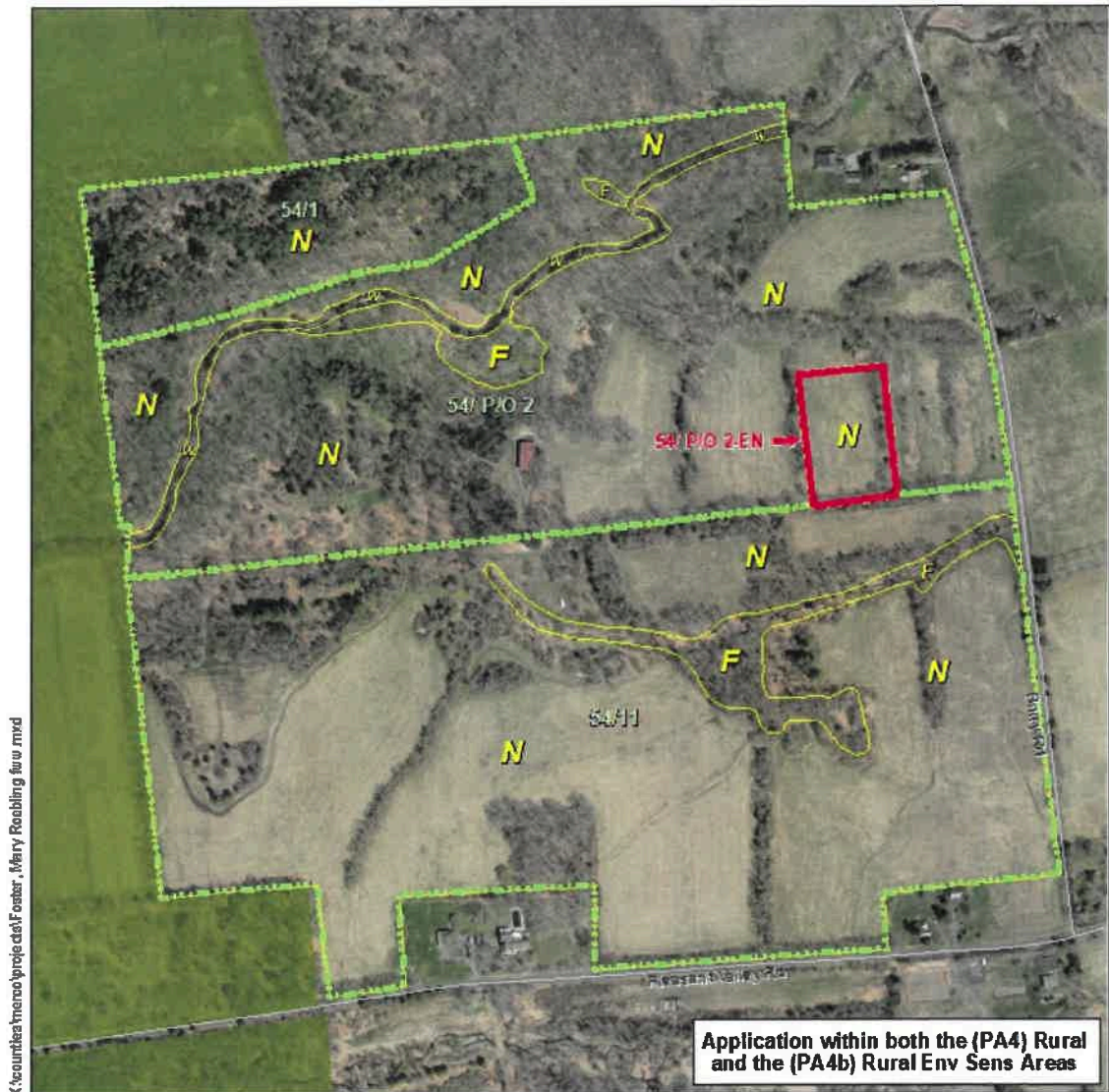


NOTE:
The parcel location and boundaries shown on this map are approximate and should not be construed to be a final survey as defined by the New Jersey Board of Professional Engineering and Land Surveyors.

Sources:
NJ Department of Transportation
NJ State Agriculture Development Committee
NJ State Office of Planning and Economic Development
NJ State Office of Environmental Affairs
NJ State Office of Information Technology
NJ State Office of Management and Enterprise Services
NJ State Office of Public Safety
NJ State Office of the Attorney General
NJ State Office of the Inspector General
NJ State Office of the State Architect
NJ State Office of the State Comptroller
NJ State Office of the State Treasurer
NJ State Office of the State Auditor
NJ State Office of the State Historian
NJ State Office of the State Librarian
NJ State Office of the State Museum
NJ State Office of the State Office of the State Police
NJ State Office of the State Office of the State Police
NJ State Office of the State Office of the State Police
November 14, 2014

Schedule A

Wetlands



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FARMLAND PRESERVATION PROGRAM
NJ State Agriculture Development Committee

Foster, Mary Roebling
 Block 54 Lots 1 (9.9 ac); P/O 2 (48.4 ac);
 P/O Lot 2-EN (non-severable exception – 2.0 ac) & 11 (63.8 ac)
 Gross Total = 124.1 ac
 Hopewell Twp., Mercer County



Source:
 NJ Farmland Preservation Program
 Great Acres Conservancy Lands and State
 Protected Areas Database of New Jersey (PA4) NJ-SP
 03/02/17 Wetlands Data
 NJDC/CHS 2016 Digital Aerial Imagery

DISCLAIMER: Any use of this material with respect to accuracy and precision and for the sole responsibility of the user. The configurations and geo-referenced location of parcel polygons in this data layer are approximate and were developed primarily for planning purposes. The geospatial accuracy and precision of the GIS data contained in this file are map sheet and the user are intended to be relied upon in the field regarding determination and location of true ground horizontal and/or vertical controls are would be obtained by an actual ground survey conducted by a licensed Professional Land Surveyor.

Application within both the (PA4) Rural and the (PA4b) Rural Env Sens Areas

	Property In Question
	EN - (Non-Severable) Exception
	Wetlands Boundaries
	Primary - Limited Access
	Federal or State Hwys
	County Roads
	Municipal/Local Roads
	Municipal, County and Non-Profit Preserved Open Space, State Owned Conservation Easements, & State Owned O/S & Recreation Easements

Wetlands Legend:
 F - Flooded Wetlands
 L - Lowland Wetlands
 N - Wetlands Modified for Agriculture
 NS - Non-Wetlands
 S - State Owned
 W - Water

November 04, 2019

Schedule B

State Agriculture Development Committee
SADC Final Review: Development Easement Purchase

Foster, Mary Roebling
Easement Purchase - SADC
122 Acres

Block 54	Lot 1	Hopewell Twp.			Mercer County	
Block 54	Lot 2	Hopewell Twp.			Mercer County	
Block 54	Lot 11	Hopewell Twp.			Mercer County	
SOILS:		Other	30%	*	0	= .00
		Prime	33%	*	.15	= 4.95
		Statewide	37%	*	.1	= 3.70
						SOIL SCORE: 8.65
TILLABLE SOILS:		Cropland Harvested	49%	*	.15	= 7.35
		Wetlands/Water	6%	*	0	= .00
		Woodlands	45%	*	0	= .00
						TILLABLE SOILS SCORE: 7.35
FARM USE:		Beef Cattle Feedlots			6 acres	
		Hay			106 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 two (2) acres for Future dwelling
Exception is not to be severable from Premises
Exception is to be limited to zero existing single family residential unit(s) and one future single family residential unit(s)
 - 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 #FY2021R8(12)
FINAL REVIEW AND APPROVAL OF A SADC EASEMENT PURCHASE**

On the Property of Stimpson, Donald B. Sr. & Stimpson, Donald B. Jr. ("Owners")

August 27, 2020

Subject Property: **Stimpson, Donald B. Sr. & Stimpson, Donald B. Jr.**
 Block 47, Lot 13; Block 43, Lots 10 & 12, Block 46, Lot 8
 Upper Pittsgrove Township, Salem County
 SADC ID#:17-0341-DE
 Approximately 126.5 Net Easement Acres

WHEREAS, on January 16, 2019, the State Agriculture Development Committee ("SADC") received a development easement sale application from Donald B. Stimpson Sr. & Donald B. Stimpson Jr., hereinafter "Owners," identified as Block 47, Lot 13; Block 43, Lots 10 & 12, Block 46, Lot 8, Upper Pittsgrove Township, Salem County, hereinafter the "Property," totaling approximately 128.5 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 Owners read and signed SADC Guidance Documents regarding, Division of the Premises, Division of the Premises for Non-Contiguous Parcels, and Non-Agricultural Uses; and

WHEREAS, the Property includes one (1), approximately 2-acre non-severable exception area for the existing single family residential unit and to afford future flexibility for nonagricultural uses resulting in approximately 126.5 net acres to be preserved; and

WHEREAS, the 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
- 4) Right-to-Farm language will be included in the Deed of Easement; and

WHEREAS, the portion of the Property outside the exception area includes:

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

WHEREAS, the Option Agreement, certification of easement value and this final approval are conditioned on the restriction that any one or more of these lots may be divided and conveyed as separate preserved farms only with the approval of the SADC and in combination with another preserved farm; and

WHEREAS, at the time of application, the Property was in soybeans & wheat production; and

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

WHEREAS, SADC staff determined that the Property meets the SADC's "Priority" category for Salem County (minimum acreage of 92 and minimum quality score of 48) because it is approximately 126.5 acres and has a quality score of 69.21; and

WHEREAS on May 13th, 2020, in accordance with Resolution #FY2020R4(14), Executive Director Payne and Secretary Fisher certified the Development Easement value of \$4,900 per acre based on zoning and environmental regulations in place as of the current valuation date December 10, 2019; and

WHEREAS, the Owners accepted the SADC's offer to purchase the development easement for \$4,900 per acre; and

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

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


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 \$4,900 per acre for a total of approximately \$619,850 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 Property to be preserved outside of any exception areas, adjusted for proposed road rights-

of-way, other rights-of-way or easements as determined by the SADC, streams or water bodies on the boundaries as identified in Policy P-3-C.

4. The Option Agreement, certification of easement value and this final approval are conditioned on the restriction that any one or more of these lots may be divided and conveyed as separate preserved farms only with the approval of the SADC and in combination with another preserved farm.
5. Contracts and closing documents shall be prepared subject to review by the Office of the Attorney General.
6. 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.
7. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey.
8. This action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

8/27/2020
Date

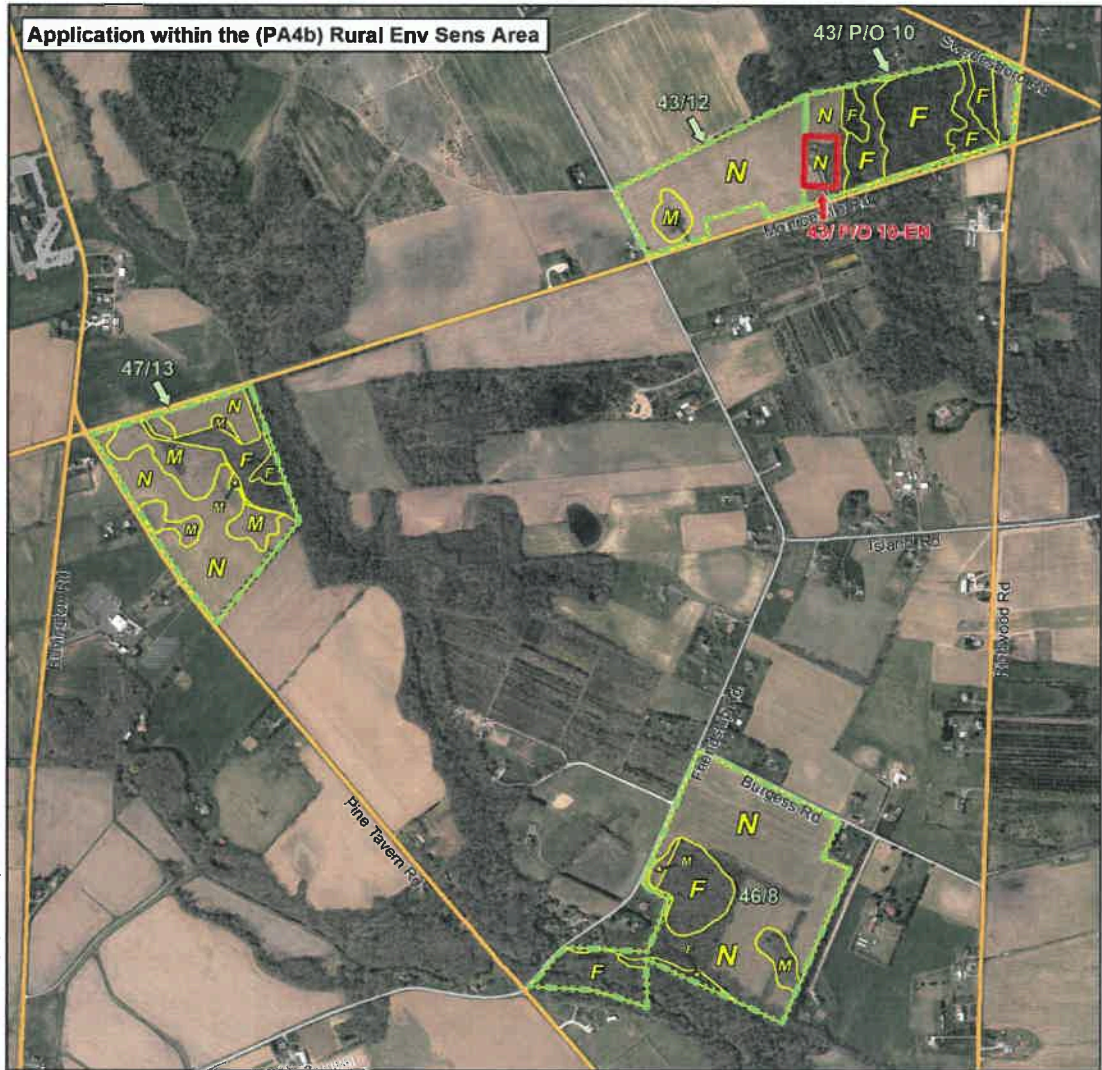

Susan E. Payne, Executive Director
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

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

Schedule A

Wetlands



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

Stimpson, Donald B Sr & Donald B Jr
Block 43 Lots P/O 10 (23.4 ac); P/O 10-EN (non-severable exception - 2.0 ac);
& 12 (19.1 ac); Block 46 Lot 8 (49.1 ac) & Block 47 Lot 13 (32.9 ac)
Gross Total = 126.5 ac
Upper Pittsgrove Twp., Salem County



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

DISCLAIMER: Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The configuration and geo-referenced location of parcel polygons in this data layer are approximate and were developed primarily for planning purposes. The geodetic accuracy and precision of the GIS data contained in this file and map shall not be, nor are intended to be, relied upon in making a required 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
	Wetlands Boundaries
	Primary - Limited Access
	Federal or State Hwys
	County Roads
	Municipal/Local Roads



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

Preserved Farms and Active Applications Within Two Miles



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FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Simpson, Donald B Sr & Donald B Jr
Block 43 Lots P/O 10 (23.4 ac); P/O 10-EN (non-severable exception - 2.0 ac);
& 12 (19.1 ac); Block 46 Lot 8 (49.1 ac) & Block 47 Lot 13 (32.9 ac)
Gross Total = 126.5 ac
Upper Pittsgrove Twp., Salem 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



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

April 4, 2018

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

Schedule B

State Agriculture Development Committee
SADC Final Review: Development Easement Purchase

Stimpson, Donald B. Sr. & Donald B. Jr.
Easement Purchase - SADC
125 Acres

Block 43	Lot 10	Upper Pittsgrove Twp. Salem County			
Block 43	Lot 12	Upper Pittsgrove Twp. Salem County			
Block 46	Lot 8	Upper Pittsgrove Twp. Salem County			
Block 47	Lot 13	Upper Pittsgrove Twp. Salem County			
SOILS:			Other	21% * 0	= .00
			Prime	68% * .15	= 10.20
			Statewide	11% * .1	= 1.10
					SOIL SCORE: 11.30
TILLABLE SOILS:			Cropland Harvested	65% * .15	= 9.75
			Wetlands/Water	28% * 0	= .00
			Woodlands	7% * 0	= .00
					TILLABLE SOILS SCORE: 9.75
FARM USE:			Soybeans-Cash Grain	57 acres	
			Wheat-Cash Grain	27 acres	

This final approval is subject to the following:

1. Available funding.
2. The allocation of 1 Residual Dwelling Site Opportunity(ties) on the Premises subject to confirmation of acreage by survey.
3. Compliance with all applicable statutes, rules and policies.
4. Other:
 - a. Pre-existing Nonagricultural Use: No Nonagricultural Uses
 - b. Exceptions:
 - 1st two (2) acres for Existing single family residence
Exception is not to be severable from Premises
Exception is to be limited to one existing single family residential unit(s)
 - c. Additional Restrictions:

These lots may be divided and conveyed as separate preserved farms only with the approval of the SADC and in combination with another preserved farm.
 - 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 #FY2021R8(13)
FINAL REVIEW AND APPROVAL OF A SADC EASEMENT PURCHASE**

On the Property of Fogg, Alice H. ("Owner")

August 27, 2020

Subject Property: **Fogg, Alice H. ("Owner")**
Block 3, Lot 7
Stow Creek Township, Cumberland County
SADC ID#:06-0082-DE
Approximately 128.7 Net Easement Acres

WHEREAS, on June 12, 2019, the State Agriculture Development Committee ("SADC") received a development easement sale application from Alice H. Fogg, hereinafter "Owner," identified as Block 3, Lot 7, Stow Creek Township, Cumberland County, hereinafter the "Property," totaling approximately 131.7 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 read and signed SADC Guidance Documents regarding Exceptions, Division of the Premises, and Non-Agricultural Uses; and

WHEREAS, the Property includes one (1), approximately 1.5 acre severable exception area for the existing single family residential unit and to afford future flexibility for nonagricultural uses and one (1), approximately 1.5 acre severable exception area for a future single family residential unit and to afford future flexibility for nonagricultural uses resulting in approximately 128.7 net acres to be preserved; and

WHEREAS, the Exception Areas:

- 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 each
- 4) Right-to-Farm language will be included in the Deed of Easement; and

WHEREAS, the portion of the Property outside the exception area includes:

- 1) Zero (0) housing opportunities
- 2) One (1) 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, sugar beets, and soybean production; and

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

WHEREAS, SADC staff determined that the Property meets the SADC's "Priority" category for Cumberland County (minimum acreage of 83 and minimum quality score of 57) because it is approximately 128.7 acres and has a quality score of 68.25; and

WHEREAS, on May 13, 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 the current valuation date October 16, 2019; and

WHEREAS, the Owners accepted the SADC's offer to purchase the development easement for \$4,600 per acre; and

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

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

NOW THEREFORE BE IT RESOLVED:

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 \$592,020 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 Property to be preserved outside of any exception areas, adjusted for proposed road rights-of-way, other rights-of-way or easements as determined by the SADC, streams or water bodies on the boundaries as identified in Policy P-3-C.

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.

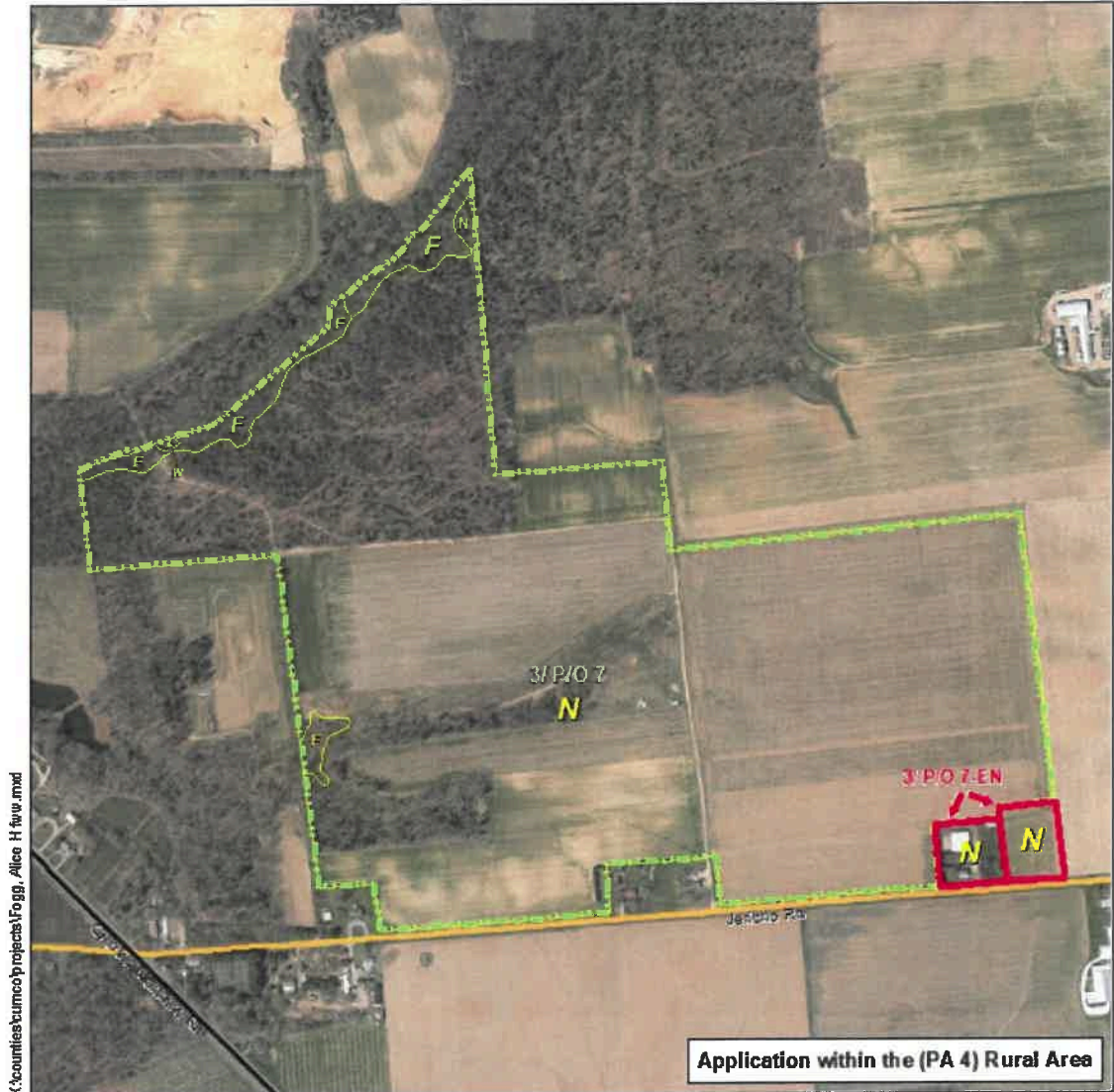
8/27/2020
Date


Susan E. Payne, Executive Director
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

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

Wetlands



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Application within the (PA 4) Rural Area

FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Fogg, Alice H.
Block 3 Lots P/O 7 (128.7 ac);
& P/O 7-EN (non-severable exceptions - 1.5 & 1.5 ac)
Gross Total = 131.7 ac
Stow Creek Twp., Cumberland County



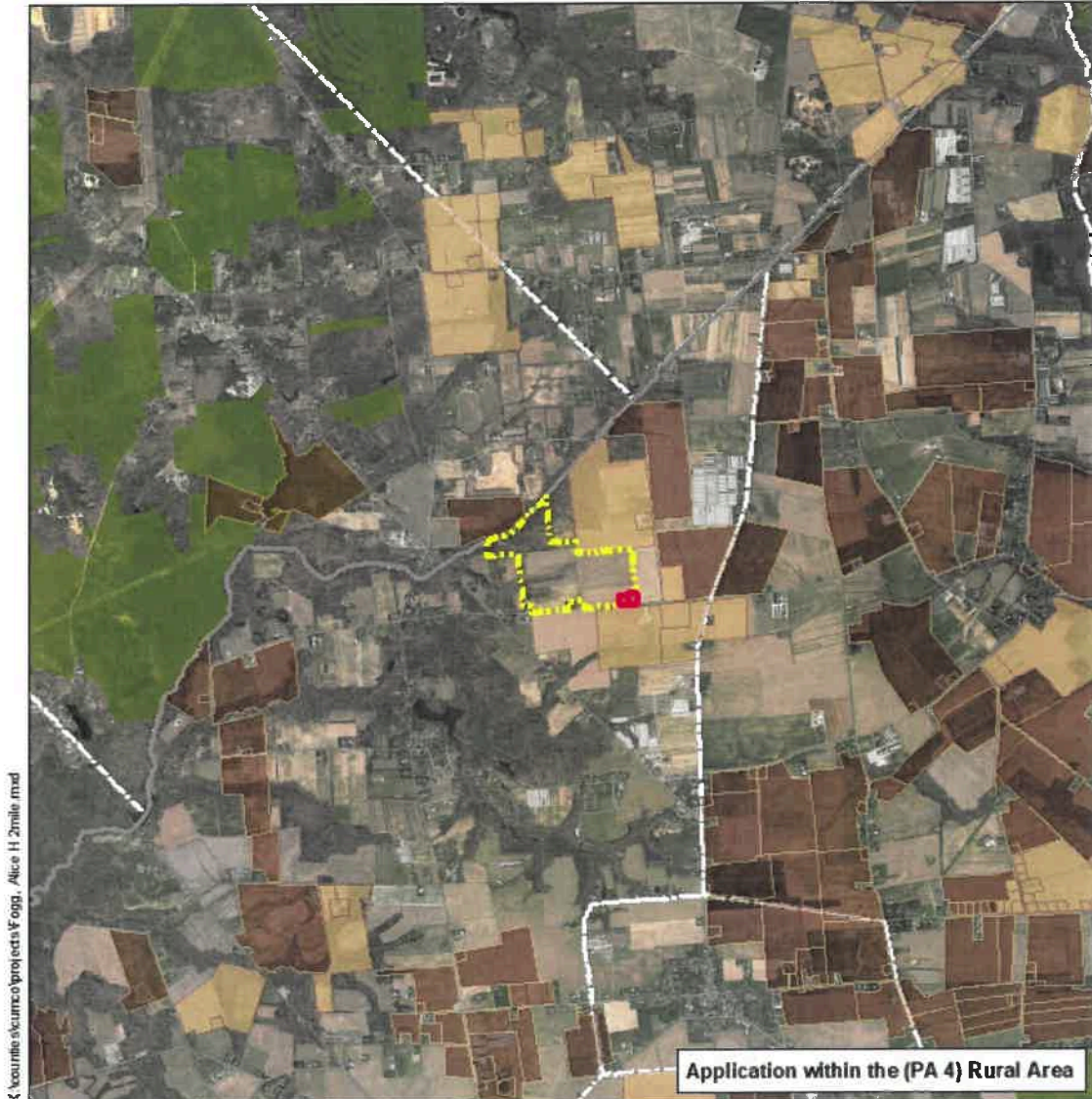
	Property In Question
	EN - (Non-Severable) Exception
	Wetlands Boundaries
	Primary - Limited Access
	Federal or State H wys
	County Roads
	Municipal/Local Roads

Source:
NJ Farmland Preservation Program
Green Acres Conservation Commission Data
National Wetlands Inventory of the United States (NAD-US)
NJDEP Wetlands Data
NAD83/USGS 2015 Digital Aerial Image

Wetlands Legend:
I - Freshwater Wetlands
L - Lower Wetlands
M - Wetlands Modified for Agriculture
T - Tidal Wetlands
U - Unclassified
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 relied upon by entities requiring delineations and locations of true ground horizontal and/or vertical control to be obtained by an actual ground survey conducted by a Licensed Professional Land Surveyor.

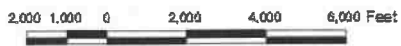
Preserved Farms and Active Applications Within Two Miles



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FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Fogg, Alice H.
Block 3 Lots P/O 7 (128.7 ac);
& P/O 7-EN (non-severable exceptions - 1.5 & 1.5 ac)
Gross Total = 131.7 ac
Stow Creek Twp., Cumberland County



- Property in Question
- Exception
- Preserved Elements
- Transfer Development Right (TDR)
- Preserved Highlands, Plateaus and Mountains
- Active Applications
- County Boundaries
- Municipal Boundaries
- Municipal, County and Non-Profit Preserved Open Space, State Owned Conservation Elements, & State Owned O/S & Recreation Elements



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

Sources:
NJ Farmland Preservation Program
Great Acres Conservation Trusts; Under
Protection Jersey Chapters of the United States (#AG-45)
NCE/FAGS 2015 Digital Asset Review

State Agriculture Development Committee
SADC Final Review: Development Easement Purchase

Fogg, Alice H.
Easement Purchase - SADC
129 Acres

Block 3	Lot 7	Stow Creek Twp.	Cumberland County		
SOILS:		Other	4% * 0	=	.00
		Prime	80% * .15	=	12.00
		Statewide	16% * .1	=	1.60
					SOIL SCORE: 13.60
TILLABLE SOILS:		Cropland Harvested	70% * .15	=	10.50
		Wetlands/Water	2% * 0	=	.00
		Woodlands	27% * 0	=	.00
					TILLABLE SOILS SCORE: 10.50
FARM USE:		Soybeans-Cash Grain	66 acres		
		Vegetable & Melons	8 acres		sugar beets
		Ornament Nursery Products	4 acres		
		Corn-Cash Grain	15 acres		

This final approval is subject to the following:

1. Available funding.
2. The allocation of 0 Residual Dwelling Site Opportunity(ries) 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 (1.5) acres for Existing dwelling
Exception is not to be severable from Premises
Exception is to be limited to one existing single family residential unit(s)
 - 2nd (1.5) acres for Future dwelling
Exception is not to be severable from Premises
Exception is to be limited to one future single family residential unit(s)
 - c. Additional Restrictions: No Additional Restrictions
 - d. Additional Conditions: No Additional Conditions
 - e. Dwelling Units on Premises: No Dwelling Units
 - f. Agricultural Labor Housing Units on Premises: No Ag Labor Housing
5. Review and approval by the Office of the Attorney General for compliance with legal requirements.

**STATE AGRICULTURE DEVELOPMENT COMMITTEE
RESOLUTION #FY2021R8(14)**

Nonprofit Fee Simple Grant Program

Approval for Resale of the Property of

The Land Conservancy of New Jersey (Bain Estate Farm) ("Owner")

FY 2009 Non-Profit Round - SADC #19-0012-NP

August 27, 2020

WHEREAS, on December 3, 2007 the State Agriculture Development Committee ("SADC"), received a non-profit cost share grant application from The Land Conservancy of New Jersey (TLC-NJ) for the Bain Estate farm identified as Block 26, Lots 14, 16 and 20.01, Frankford Township, Sussex County, totaling approximately 120.756 net acres hereinafter referred to as "Property" (Schedule A); and

WHEREAS, on September 24, 2009, the SADC granted final approval to the (NP) application by Resolution #FY10R9(17) and appropriated \$500,000 for TLC-NJ's fee simple acquisition of the Property; and

WHEREAS, Sussex County and the United States Department of Agricultural, Natural Resources Conservation Service provided funding to TLC-NJ for the purchase of the Property, and a Project Agreement was entered into by TLC-NJ and the SADC pursuant to N.J.A.C. 2:76-16.1(a); and

WHEREAS, TLC-NJ acquired fee simple title to the Property by deed dated March 31, 2010 and recorded in the Sussex County Clerk's Office on June 30, 2010 in Deed Book 3252, Page 481; and

WHEREAS, pursuant to N.J.A.C. 2:76-16.1(a) iv, the SADC holds the Deed of Easement to the Property dated June 30, 2010 and recorded in the Sussex County Clerk's Office on August 10, 2010 in Deed Book 3255, Page 407; and

WHEREAS, N.J.A.C. 2:76-16.1(a)3.ii.(3) requires that the nonprofit shall, for lands acquired in fee simple title, agree not to sell, lease, exchange, or donate the lands unless the Committee is notified that the restricted farm is being offered for sale, exchange or donation and 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; and

WHEREAS, the Project Agreement between TLC-NJ and the SADC provides that upon the resale of the Property, the SADC is to receive 81% of the net proceeds (Schedule B); and

WHEREAS, Net proceeds shall mean the amount of compensation received by TLC-NJ in excess of any unreimbursed ancillary costs, as approved by the SADC; and

WHEREAS, TLC-NJ marketed the Property for 3 months and negotiated a sales price of \$375,000 (\$3,105.43/acre), which is lower than the after value of \$5,400 the SADC certified on February 26, 2009, but is higher than the April 2020 appraisal TLC-NJ acquired prior to marketing the property, which estimated an after value of \$353,000; and

WHEREAS, TLC-NJ is requesting SADC approval for the sales price of \$3,105.43 per acre for a total of \$375,000 prior to selling the property; and

NOW THEREFORE BE IT RESOLVED that the SADC approves the resale of the Property subject to the following conditions:

1. The WHEREAS paragraphs set forth above are incorporated herein by reference.
2. Upon the resale of the Property, TLC-NJ will pay the SADC 81% of the net proceeds as set forth in the Project Agreement.
3. All survey, title and all additional documents required for selling the property shall be subject to review and approval by the SADC.
4. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey.
5. This action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

8/27/2020
Date


Susan E. Payne, Executive Director
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

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

Project Map



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FARMLAND PRESERVATION PROGRAM
NJ State Agriculture Development Committee

The Land Conservancy of New Jersey - Bain Estate
 Block 26, Lots 14, 16 and 20.01 - 120.756 net acres
 Frankford Township, Sussex County

	Property in Question
	State Boundary
	Primary - Limited Access
	Federal or State Highway
	County Road
	Municipal/Local Road



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 parcels shown 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 relied upon in matters requiring delineation and location of true parcel boundaries and/or setback controls as would be obtained by an actual ground survey conducted by a licensed Professional Land Surveyor.

Revised: 01/2015
 Original Project: Change within 2.5 mile rural limits
 MCD/TC/2015 Digital Aerial Imagery

State of New Jersey
State Agriculture Development Committee
Farmland Preservation Program
Non-Profit Fee Simple Grant Program
PROJECT AGREEMENT

Agreement Date: June 25, 2010

Between:
The Land Conservancy of New Jersey, a New Jersey Non-Profit
Corporation ("TLCNJ")

Address: 19 Boonton Avenue, Boonton, New Jersey 07005

And

State of New Jersey, State Agriculture Development Committee ("SADC")

Address: P.O. Box 330
Health & Agriculture Building
John Fitch Plaza
Trenton, New Jersey 08625

Property

Project Name: Bain Farm
Block: 26
Lots: 14, 16, and 20.01
Township: Frankford
County: Sussex

More Particularly Described in Schedule A annexed hereto.

Area: 120.756 acres

Grant Amount: \$771,701 (\$500,000 SADC nonprofit funds, \$271,701
Federal funds)
SADC ID #19-0012-NP

WHEREAS, TLCNJ is the fee simple contract purchaser of the Property;
and

WHEREAS, TLCNJ intends to sell or lease the Property subject to the agricultural deed restrictions listed in Schedule B annexed hereto in accordance with the Garden State Preservation Trust Act, N.J.S.A. 13:8C-1 et. seq. (the "GSPTA"); and the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (the "ARDA"); and

WHEREAS, TLCNJ has applied to the SADC for a cost sharing grant for TLCNJ's acquisition of fee simple title to the Premises pursuant to the GSPTA and the ARDA; and

WHEREAS, on February 26, 2009 the SADC certified the fee simple market value of the Property at \$11,400 per acre; and

WHEREAS, on September 24, 2009 the SADC approved a grant to TLCNJ for the acquisition of the Property in an amount not to exceed \$5,700 per acre, representing 50 percent of the certified fee simple market value of the Property, capped at \$500,000;

WHEREAS, on September 24, 2009 the SADC approved the passing through of SADC Federal funds in the amount of \$271,701 to TLCNJ;

NOW THEREFORE, in consideration of the mutual obligations and benefits to each party, TLCNJ and SADC hereby agree as follows:

1. Upon TLCNJ's compliance with SADC's requirements for reimbursement, N.J.A.C. 2:76-16 et seq., SADC shall issue a fee simple grant to TLCNJ in the amount of \$5,700 per acre not to exceed \$500,000, which is the total appropriation to TLCNJ for this project. The SADC shall also pass through \$271,701 of SADC Federal funds to TLCNJ for the acquisition of the Bain farm.
2. TLCNJ shall utilize the grant funds to acquire fee simple title to the Property by bargain and sale deed with covenants against grantor's acts and shall record the deed in the Sussex County Clerk's Office. TLCNJ shall obtain marketable and insurable title. TLCNJ shall provide the SADC with a copy of the closing documents and copy of the recorded deed. The original of this Project Agreement shall be kept on file with the SADC.
3. TLCNJ represents that it has not done any act to encumber the Property and agrees that it shall do no act to encumber the Property without the approval of SADC. This means that TLCNJ has not and shall not allow anyone, other than SADC, to obtain any legal rights which affect the Property. This paragraph shall survive the closing of title.

4. TLCNJ shall ensure that the Property is maintained for agricultural use and production pursuant to N.J.A.C. 2:76-6.15.
5. TLCNJ shall not sell, lease, exchange or donate the Property unless:
 - (a) the Property will continue to be maintained for agricultural use and production pursuant to N.J.A.C. 2:76-6.15; and
 - (b) SADC is notified that the Property is being offered for sale, lease, exchange or donation; and
 - (c) SADC approves the transfer in writing prior to TLCNJ's offering, for sale or conveyance, of any of its interest in the land.

The provisions of paragraph 5 shall survive the closing of title.

6. TLCNJ shall convey to SADC a deed of easement in form and substance as shown in Schedule B annexed hereto.
7. Pursuant to N.J.A.C. 2:76-16.3(c)2iv(1), TLCNJ shall cause SADC to be named as an additional insured on TLCNJ's title insurance policy for the Property in the amount of the grant provided hereunder and provide SADC with a title endorsement satisfactory to SADC. In the event the title insurance company refuses to add the SADC as a co-insured to the title policy then TLCNJ agrees to the following provisions:
 - a. In the event of a claim against its title TLCNJ shall diligently pursue payment of the proceeds of its title insurance policy.
 - b. Should there be payment of the title insurance coverage amount as a result of a claim made against or pursuant to the final title policy, TLCNJ shall pay SADC its cost share of \$500,000.
 - c. Should there be any monetary settlement entered into by TLCNJ as a result of a claim made against or pursuant to the said final policy for less than the title insurance coverage amount, TLCNJ shall pay SADC an amount equal to the settlement amount multiplied by a fraction, the numerator of which is the SADC's cost-share grant and the denominator of which is the title insurance coverage amount. No settlement shall be entered into by TLCNJ without the written consent of SADC.

The provisions of paragraph 7 shall survive the closing of title.

8. Pursuant to N.J.A.C. 2:76-16.3(c)2iv(2), TLCNJ shall cause its title insurance policy to be endorsed with a survey endorsement removing the general survey exception and insuring the area within the metes and bounds description of the Property as shown on TLCNJ's survey.
9. TLCNJ shall comply with SADC's requirements for recordkeeping and project administration pursuant to N.J.A.C. 2:76-16.4.
10. TLCNJ shall sell or lease the Property with the agricultural deed restrictions listed in Schedule B in accordance with the GSPTA and the ARDA. The deed to be used to convey the Property from TLCNJ to a buyer shall be subject to approval by SADC prior to the Property being offered for sale.
11. At the closing of title for TLCNJ's sale of the Property, TLCNJ shall reimburse SADC pursuant to this Project Agreement in the amount of 81 percent of the net proceeds. Net proceeds shall mean the amount of compensation received by TLCNJ in excess of any unreimbursed ancillary costs, as approved by the SADC. Ancillary costs shall include: appraisal; title search costs and title insurance premium; survey; and the Phase I environmental analysis. To be considered ancillary costs, demolition fees must be approved in advance and in writing by the SADC after the receipt of the following information from TLCNJ: (1) A written certification from the municipal officer authorized by local ordinance, declaring the building(s) unfit for human habitation, occupancy or use and determining that the building(s) must be demolished in accordance with state regulations; (2) Three competitive bids for the demolition work obtained in accordance with the local public contracts law; (3) Written certification from the appraisers that the building(s) to be demolished have no value; (4) Written justification to be reviewed and approved by the SADC that the building(s) to be demolished are of no agricultural use.

The provisions of this paragraph shall survive closing.
12. Any net proceeds received by TLCNJ from a resale of the Property shall be dedicated for farmland preservation purposes pursuant to N.J.S.A. 13:8C-37a(2). SADC's pro rata share of any such proceeds shall be deposited in the Garden State Farmland Preservation Trust Fund to be used for the purposes of that Fund.
13. TLCNJ shall provide SADC with a copy of the following documents within 10 business days after the closing of title:
 - (a) fully executed copy of the deed

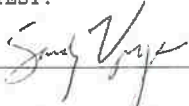
- (b) marked up title commitment
- (c) seller's affidavit of title
- (d) settlement statement
- (e) copy of TLCNJ's or title company's check to seller


14. In addition to any other rights or remedies available to SADC under law, if TLCNJ fails to comply with any of the terms of this Project Agreement, the Deed of Easement, the GSPTA, the ARDA or N.J.A.C. 2:76-1.1 et seq., or if TLCNJ makes any material misrepresentation in the project application and/or the documentation submitted in support of the application SADC may take any of the actions described in N.J.A.C. 2:76-16.1(e), (f), (g), or (h).

IN WITNESS WHEREOF, the parties have caused this Project Agreement to be executed by their proper officers as of the date first written above.

The Land Conservancy of New Jersey

ATTEST:

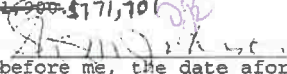



David Epstein, President

STATE OF NEW JERSEY, COUNTY OF Mois SS.:

I CERTIFY that on February 23, 2010 the subscriber Sandy Vige, personally appeared before me, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that David Epstein is the President of The Land Conservancy of New Jersey; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Trustees of the said Corporation, that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his or her name thereto as attesting witness; and that the full and actual consideration paid under this Project Agreement is ~~\$891,700~~ \$171,700

Sworn to and subscribed before me, the date aforesaid


SHARI M. JOHNSON
Notary Public of New Jersey
Commission Expires 19, 2012

STATE AGRICULTURE DEVELOPMENT COMMITTEE


Susan E. Craft, Executive Director
State Agriculture Development Committee

6/25/10
Date

STATE OF NEW JERSEY, COUNTY OF MERCER SS.:

I CERTIFY that on June 25th 2010, Susan E. Craft personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) signed this PROJECT AGREEMENT pursuant to a proper resolution of the State Agriculture Development Committee,
- (b) signed, sealed and delivered this PROJECT AGREEMENT as the Committee's act and deed, and
- (c) is the Executive Director of the State Agriculture Development Committee.


Print name and title below signature

DANIEL LUGO
NOTARY PUBLIC OF NEW JERSEY
My COMMISSION EXPIRES OCT. 27, 2014

Schedule A

L.J. BRILL & ASSOCIATES, P.A.
216 SPRING VALLEY ROAD
BLAIRSTOWN, NEW JERSEY 07825
908-362-6800
FAX 908-362-7000
ljbrill@embarqmail.com

Estate of Margaret R. Bain and James F. Bain
Description of Lots 14, 16 & 20.10 in Block 26
Township of Frankford, County of Sussex, State of New Jersey
10 March 2010

All that certain lot, parcel or tract of land located at Plains Road including Lots 14, 16 & 20.10 in Block 26 situate, lying and being in the Township of Frankford, County of Sussex and State of New Jersey, being further described as follows:

Beginning at a concrete monument (L.J. Brill) having New Jersey State Plane Coordinates (NAD 1983) 836,683.68 NORTH and 429,856.86 EAST set in the northwesterly right of way line of Plains Road, a township road with a right of way width of sixty-six feet, said monument being the third corner of Lot 20.11 described in a deed of conveyance from MTP Builders, L.L.C. to Mary Joann Salek dated 21 May 1999 and recorded in Sussex County Deed Volume 2375 page 60, said monument also being the ninth corner of Lot 20.10 described in a deed of conveyance from James F. Bain to James F. Bain dated 25 July 1997 and recorded in Sussex County Deed Volume 2249 page 110; thence

1. along the northwesterly right of way line of Plains Road and along the ninth course of Lot 20.10 SOUTH 63 Degrees 54 Minutes 45 Seconds WEST a distance of 350.42 feet to a point of curvature marked by a concrete monument (L.J. Brill) having New Jersey State Plane Coordinates (NAD 1983) 836,529.59 NORTH 429,542.14 EAST set at the tenth corner of Lot 20.10; thence
2. still along the northwesterly right of way line of Plains Road and along the tenth course of Lot 20.10 and along a curve turning to the left with a radius of 1465.69 feet, with an arc length of 46.12 feet, with a delta angle of 1 Degree 48 Minutes 10 Seconds, with a chord bearing of SOUTH 63 Degrees 00 Minutes 40 Seconds WEST and with a chord length of 46.12 feet to a capped iron pipe (D.V.A.) found at the beginning point of Lot 20.10; thence
3. leaving Plains Road and along the first course of Lot 20.10 NORTH 46 Degrees 15 Minutes 15 Seconds WEST a distance of 262.99 feet to a capped iron pipe (D.V.A.) found at the second corner of Lot 20.10; thence
4. in part along the second course of Lot 20.10 and in part along the remnant of the proposed northeasterly right of way line of a highway shown on a map entitled "New Jersey State Highway Department General Property Key Map, Route S-31 (1927) Section 5 Ross' Corner to Branchville" recorded in the Sussex County Clerk's Office at Newton, New Jersey as Map File #243B, NORTH 42 Degrees 51 Minutes 30 Seconds WEST passing over a capped iron pipe (D.V.A.) found at a distance of 309.12 feet to the third corner of Lot 20.10 for a total distance of 346.99 feet to a capped iron pin (L.J. Brill) set in the northeasterly right of way line of the remnant; thence the following nine courses running along the remnant
5. NORTH 46 Degrees 00 Minutes 33 Seconds WEST a distance of 350.32 feet to a capped iron pin (L.J. Brill); thence
6. NORTH 35 Degrees 01 Minutes 28 Seconds WEST a distance of 404.47 feet to a capped iron pin (L.J. Brill); thence
7. NORTH 17 Degrees 17 Minutes 47 Seconds WEST a distance of 167.26 feet to a capped iron pin (L.J. Brill); thence

Schedule A

8. NORTH 43 Degrees 33 Minutes 18 Seconds WEST a distance of 200.00 feet to a capped iron pin (L.J. Brill); thence
9. NORTH 65 Degrees 01 Minutes 35 Seconds WEST a distance of 161.19 feet to a capped iron pin (L.J. Brill); thence
10. NORTH 74 Degrees 31 Minutes 08 Seconds WEST a distance of 116.62 feet to a capped iron pin (L.J. Brill); thence
11. NORTH 57 Degrees 03 Minutes 03 Seconds WEST a distance of 102.84 feet to a capped iron pin (L.J. Brill); thence
12. NORTH 34 Degrees 44 Minutes 40 Seconds WEST a distance of 202.39 feet to a capped iron pin (L.J. Brill); thence
13. NORTH 37 Degrees 23 Minutes 28 Seconds WEST a distance of 251.45 feet to a capped iron pin (L.J. Brill) set in a stone row in the thirteenth course of the First Tract, a 145.51 acre tract described in a deed of conveyance from Elizabeth R. Martin to Margaret R. Bain dated 21 April 1941 and recorded in Sussex County Deed Volume 382 page 265; thence
14. in part along the thirteenth course of the 145.51 acre tract NORTH 16 Degrees 50 Minutes 29 Seconds EAST a distance of 875.77 feet to a three foot diameter white oak tree found at the fourteenth corner of the 145.51 acre tract and at the eleventh corner of a 131.50 acre tract described in a deed of conveyance from Mary S. Frey to Margaret R. Bain dated 16 March 1944 and recorded in Sussex County Deed Volume 400 page 11; thence
15. in a reverse direction along the tenth course of the 131.50 acre tract NORTH 51 Degrees 01 Minutes 19 Seconds WEST a distance of 192.66 feet to a setstone found at the tenth corner of the 131.50 acre tract and at the west end of a small stone row leading to the base of ledge rock; thence
16. in a reverse direction along the ninth course of the 131.50 acre tract NORTH 36 Degrees 32 Minutes 37 Seconds EAST a distance of 599.18 feet to a three foot diameter white oak stump found at the ninth corner of the 131.50 acre tract; thence
17. in a reverse direction along the eighth course of the 131.50 acre tract NORTH 69 Degrees 21 Minutes 44 Seconds EAST a distance of 601.30 feet to the high point of a large stone found at the eighth corner of the 131.50 acre tract; thence
18. in a reverse direction along the seventh course of the 131.50 acre tract along remains of a wire fence and in part along stone rows SOUTH 68 Degrees 10 Minutes 18 Seconds EAST a distance of 2005.96 feet to a flat iron bar found at at the angle point of stone rows, the seventh corner of the 131.50 acre tract; thence
19. in a reverse direction along the sixth course of the 131.50 acre tract and along a stone row SOUTH 35 Degrees 36 Minutes 11 Seconds EAST a distance of 189.54 feet to a concrete monument found in the stone row at the northeast corner of Lot 20.08, shown as Lot "20H" on a map entitled "Final Subdivision Plat for Harry Pelio et. ux. dated December 22, 1972 by Barbieri, Pluymers Associates" and recorded in the Sussex County Clerk's Office at Newton, New Jersey as Map File #449; thence
20. in a reverse direction along the fifth course of the 131.50 acre tract and in part along a stone row SOUTH 54 Degrees 54 Minutes 32 Seconds WEST a distance of 544.16 feet to a broken harrow tooth found at the fifth corner of the 131.50 acre tract at the intersection of stone rows; thence
21. in a reverse direction along the fourth course of the 131.50 acre tract and along a stone row SOUTH 33 Degrees 53 Minutes 53 Seconds WEST a distance of 540.88 feet to a 3/4 inch pipe found at the intersection of stone rows at the fourth corner of the 131.50 acre tract; thence
22. in a reverse direction along the third course of the 131.50 acre tract and along the stone row SOUTH 37 Degrees 30 Minutes 36 Seconds EAST a

Schedule A

- distance of 63.30 feet to a 3/4 inch pipe found in the stone row and in a gully at the third corner of the 131.50 acre tract; thence
23. in a reverse direction along the second course of the 131.50 acre tract SOUTH 34 Degrees 38 Minutes 46 Seconds WEST passing over a 2 inch diameter iron pipe found at a distance of 107.00 feet for a total distance of 816.04 feet to a drill hole set in a large flat rock at the second corner of the 131.50 acre tract; thence
 24. in part and in a reverse direction along the first course of the 131.50 acre tract SOUTH 25 Degrees 07 Minutes 22 Seconds WEST a distance of 310.65 feet to a capped iron pipe (D.V.A.) found at the sixth corner of Lot 20.10; thence
 25. along the sixth course of Lot 20.10 SOUTH 44 Degrees 05 Minutes 27 Seconds EAST a distance of 321.42 feet to a capped iron pipe (D.V.A.) found at the fifth corner of Lot 20.11; thence
 26. in a reverse direction along the fourth course of Lot 20.11 SOUTH 45 Degrees 53 Minutes 42 Seconds WEST a distance of 183.00 feet to a capped iron pipe (D.V.A.) found at the fourth corner of Lot 20.11; thence
 27. in a reverse direction along the third course of Lot 20.11 SOUTH 44 Degrees 05 Minutes 27 Seconds EAST a distance of 405.83 feet to the concrete monument set at the point of beginning,
- containing an area of 123.756 acres of land,
Being Lot 14, Lot 16 and Lot 20.10 in Block 26 as shown on the Frankford Township Tax Map.

This also describes a Farmland Preservation Easement on the tract described hereinabove, excluding thereout and therefrom a residential exception of 3.000 acres leaving the remaining land within the Farmland Preservation Easement having an area of 120.756 acres.

DESCRIPTION OF RESIDENTIAL EXCEPTION

- Beginning at a capped iron pin (L.J. Brill) having New Jersey State Plane Coordinates (NAD 1983) 838,863.74 NORTH and 428,784.77 EAST set in the south side of a stone row at a tie bearing and distance of SOUTH 66 Degrees 38 Minutes 56 Seconds EAST 806.62 feet from a three foot diameter white oak tree, the fifteenth corner of the above described 123.756 acre tract; thence
1. along the south side of a stone row SOUTH 63 Degrees 58 Minutes 59 Seconds EAST a distance of 326.28 feet to a capped iron pin (L.J. Brill); thence
 2. along the west side of another stone row SOUTH 36 Degrees 56 Minutes 24 Seconds WEST a distance of 472.82 feet to a capped iron pin (L.J. Brill); thence
 3. crossing a small stream fed by a spring then along the north side of a stone row NORTH 57 Degrees 51 Minutes 01 Seconds WEST a distance of 251.84 feet to a capped iron pin (L.J. Brill); thence
 4. NORTH 27 Degrees 48 Minutes 48 Seconds EAST a distance of 437.57 feet to the iron pin set at the point of beginning,
- Containing an area of 3.000 acres of land.

Lot 14 is part of the First Tract, a 145.51 acre tract described in a deed of conveyance from Elizabeth R. Martin to Margaret R. Bain dated 21 April 1941 and recorded in Sussex County Deed Volume 382 page 265.

Lot 16 is part of a 131.50 acre tract described in a deed of conveyance from Mary S. Frey to Margaret R. Bain dated 16 March 1944 and recorded in Sussex County Deed Volume 400 page 11.

Schedule A

Lot 20.10 is the same premises described in a deed of conveyance from James F. Bain to James F. Bain dated 25 July 1997 and recorded in Sussex County Deed Volume 2249 page 110.

Lot 14 is subject to slope and drainage rights as contained in Sussex County Deed Volume D-11 page 436 and Sussex County Deed Volume 400 page 63.

Lot 14 and Lot 16 are subject to slope and drainage rights and rights, public and private, in that part of the premises lying within the right of way of Route 206 or any street, road, sand or drift road crossing or otherwise affecting premises.

Lot 16 is subject to slope and drainage rights as contained in Sussex County Deed Volume 400 page 167.

Lot 20.10 is subject to a condition that the centerline of the driveway is to be located from the ninth corner of Lot 20.10 as contained in Sussex County Deed Volume 2249 page 110.

Lot 20.10 is subject to two conservation easements described in Sussex County Deed Volume 2249 page 110.

Lot 20.10 is subject to rights, public and private, in that part of the premises lying within the right of way lines of Plains Road.

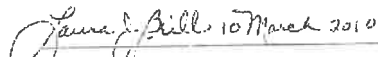
Lot 20.10 is subject to utility easements contained in Sussex County Deed Volume K-11 page 317 and Deed Volume 353 page 107.

Together with and subject to any other easements, exceptions, restrictions or covenants that may exist.

The bearings used herein are based on the New Jersey State Plane Coordinate System - NAD 1983.

The above description was written pursuant to a survey of property designated as Lots 14, 16 & 20.10 in Block 26 on the municipal tax map of Frankford Township, County of Sussex, State of New Jersey. Said survey was prepared by L.J. Brill & Associates, P.A. at 216 Spring Valley Road, Blairstown, New Jersey, dated 30 January 2010, last revised 10 March 2010 and marked as File Number 922.

A reduced copy of the survey map is attached hereto and made a part hereof.


Laura J. Brill, P.L.S. 30742

Schedule B

DEED OF EASEMENT

STATE OF NEW JERSEY AGRICULTURE RETENTION AND DEVELOPMENT PROGRAM

This Deed is made as of June , 2010, between between The LAND CONSERVANCY OF NEW JERSEY, whose address is 19 Boonton Avenue, Boonton, New Jersey 07005, referred to as "TLCNJ", referred to as the "Grantor"; and

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

AND the UNITED STATES OF AMERICA, acting by and through the United States Department of Agriculture ("USDA"), Natural Resources Conservation Service ("NRCS") on behalf of the Commodity Credit Corporation, whose address is 220 Davidson Avenue, 4th Floor, Somerset, New Jersey 08873, referred to as the "United States", and collectively referred to herein as the "Grantee."

The Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns grants and conveys to the Grantee a development easement and all of the nonagricultural development rights and credits on the Premises, located in the Township of Frankford, County of Sussex, consisting of approximately 120.756 acres, as more particularly described in the attached Schedule A and, for the limited purpose of the restrictions contained in Paragraph 14(b), the tract of land described in the attached Schedule C, which schedules are incorporated by reference in this Deed of Easement, for and in consideration of the sum of One Dollar (\$1.00).

An acquisition grant was provided to TLCNJ by: 1) the Committee in the amount of \$500,000, or 36.3% of the market value of the Premises and 50.5% of the fee simple purchase price; 2) the County of Sussex in the amount of \$218,347, or 15.85% of the market value of the Premises and 22.05% of the fee simple purchase price; and 3) the U.S. Department of Agriculture in the amount of \$271,701, or 50% of the current market value of the Easement, which equals 27.44% of the fee simple purchase price.

Any reference in this Deed of Easement to "Premises" refers to the property described in Schedule A, and, for the limited purpose of the restrictions contained in Paragraph 14(b), to the tract of land described in Schedule C.

The tax map reference for the Premises is:

Block 26, Lots 14, 16, and 20.01, Frankford Township, Sussex County

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 United States acting through the United States Department of Agriculture, is authorized under the Farm and Ranch Lands Protection Program (FRPP), 16 U.S.C. 3838h. and 3838i. to fund, in part, the purchase of development easements for the purpose of protecting agricultural use and related conservation uses by limiting non-agricultural uses of the land in accordance with the cooperative agreement between the United States and the Committee, Agreement No. 732B297109; and

WHEREAS, the NRCS is required to evaluate the owner of the land and the land to determine eligibility for receipt of the grant funding; and

Prepared by: _____

WHEREAS, the landowner is required to satisfy certain adjusted gross income limitations; and

WHEREAS, the land is evaluated to determine the percent of prime, unique and important farmland, percent of cropland, pastureland, grassland and forest land, proximity to other important farmlands and environmentally sensitive areas, other beneficial conservation values associated with the Premises, and compliance with other required federal criteria; and

WHEREAS, NRCS has determined that the landowner and land satisfy all of its criteria for purposes of providing a grant for the purchase of the development easement; and

WHEREAS, NRCS shall prepare a Baseline Documentation Report at the time of preservation and maintain such report for purposes of identifying conditions existing on the Premises for future reference; and

WHEREAS, for lands that are preserved using FRPP funding, a landowner must comply with Highly Erodible and Wetland Conservation provisions, certain impervious cover limitations, and other required federal restrictions as described herein; and

WHEREAS, the Premises have been evaluated and ranked under both local and state assessment processes and have met all eligibility criteria for participation in the State Farmland Preservation Program; 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.

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 motorized vehicle use shall be allowed, except for reasonable access to the farmstead complex and agricultural use. Any commercial operation of dune buggies, motorcycles, all-terrain vehicles, hang gliders, aircraft, helicopters, jet skis, motorized boats, or any types of mechanized vehicles shall be prohibited. Construction of landing strips or helicopter pads is also prohibited.

8. 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.

9. 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.
- iii. As required by section 1238l of the Food Security Act of 1985, as amended, the Grantor, his heirs, successors, or assigns, shall conduct all agricultural operations on the Premises in a manner consistent with a conservation plan prepared in consultation with the Natural Resources Conservation Service and approved by the appropriate Conservation District. This conservation plan shall be developed using the standards and specifications of the NRCS Field Office Technical Guide and 7 CFR Part 12 that are in effect on the date this easement was executed. However, the Grantor may develop and implement a conservation plan that proposes a higher level of conservation and is consistent with the NRCS Field Office Technical Guide standards and specifications. NRCS shall have the right to enter upon the Property, with advance notice to the Grantor, to monitor compliance with the conservation plan.

In the event of noncompliance with the conservation plan, NRCS shall work with the Grantor to explore methods of compliance and give the Grantor a reasonable amount of time, not to exceed 12 months, to take corrective action. If the Grantor does not comply with the conservation plan, NRCS will inform Grantee of the Grantor's noncompliance. The Grantee shall take all reasonable steps (including efforts at securing voluntary compliance and, if necessary, appropriate legal action) to secure compliance with the conservation plan following notification from NRCS that (a) there is a substantial, ongoing event or circumstance of noncompliance with the

conservation plan, (b) NRCS has worked with the Grantor to correct such noncompliance, and (c) Grantor has exhausted its appeal rights under applicable NRCS regulations.

If the NRCS standards and specifications for highly erodible lands are revised after the date of this Deed of Easement based on an Act of Congress, NRCS will work cooperatively with the Grantor to develop and implement a revised conservation plan. The provisions of this section apply to the highly erodible land conservation requirements of the Farmland Protection Program and are not intended to affect any other natural resources conservation requirements to which the Grantor may be or become subject.

10. Grantee and Committee and their respective 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.

11. 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.

12. Nothing in this Deed of Easement 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.

13. 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 unpaved roadways necessary to service crops, bogs, agricultural buildings, or reservoirs as may be necessary.

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

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

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

3.00 Acre Nonseverable Exception:

- i. the Exception Area may not be moved to another portion of the Premises nor may it be swapped with other land
- ii. the Exception Area shall not be severed or subdivided from the Premises
- iii. the Exception Area shall be limited to one (1) single-family or extended family residential unit

- iv. Grantors, grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns or any person who is occupying or residing on the Exception Area as well as the heirs, executors, administrators, personal or legal representatives, successors and assigns of all such persons are hereby notified and made aware that the Exception Area is adjacent to a parcel ("Premises") permanently deed restricted under the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. Such persons occupying or residing on the Exception Area are notified and made aware that agriculture is the accepted and preferred use of the adjacent Premises and that the adjacent Premises shall continue in agricultural use as defined in Section 2 of the Deed of Easement.

15(a). Grantor may construct new buildings and other structures for agricultural purposes, subject to the following:

- i. Such buildings and structures must be typical for the kind of agricultural operations being conducted on the Premises. The opinion of the Committee as to whether or not a particular building or structure satisfies this requirement shall be binding on all parties.
- ii. Existing fences may be repaired and replaced and new fences may be built on the Premises as is necessary for agricultural operations on the Premises, including customary management of livestock.

15(b). The construction of any new buildings for residential use, regardless of their purpose, shall be prohibited except as follows:

- i. To provide structures for housing of agricultural labor employed on the Premises but only with the approval of the Grantee and the Committee. If Grantee and the Committee grant approval for the construction of agricultural labor housing, such housing shall not be used as a residence for Grantor, Grantor's spouse, Grantor's parents, Grantor's lineal descendants, adopted or natural, Grantor's spouse's parents, Grantor's spouse's lineal descendants, adopted or natural; and
- ii. To construct a single family residential building in order to replace any single family residential building in existence at the time of conveyance of this Deed of Easement but only with the approval of the Grantee and Committee.

15(c). Buildings and structures permitted pursuant to Paragraphs 15(a) and 15(b) above shall be subject to the following additional provisions:

- i. All such buildings and structures shall be located within the designated building envelope (Farm Building Area) as described in the Farm Conservation Plan referred to in paragraph 9. Changes in the location or extent of the Farm Building Area, or buildings and structures to be located outside of the Farm Building Area, except as provided for under Paragraph 15(a)ii above, must be approved in advance by the United States.
- ii. At the time of acquisition of this development easement, there exists zero (0) percent of impervious surface on the Premises as identified on the survey plat prepared by L.J. Brill & Associates, P.A., dated January 30, 2010 revised March 10, 2010. Any improvements to existing residential buildings, agricultural labor housing, agricultural buildings or any new residential buildings, agricultural labor housing or agricultural buildings or other improvements resulting in an increase in impervious surface as defined below shall not, in combination with existing improvements cause the total impervious surface coverage to exceed a maximum of two percent (2 %) of the Premises as authorized by the United States Department of Agriculture's

Natural Resources Conservation Service. Any impervious surface in excess of two percent (2%) is expressly prohibited.

- iii. Impervious surface, for purposes of this Deed of Easement, is defined as permanent, non-seasonal rooftops, concrete and asphalt surfaces including residential buildings, agricultural buildings (with and without flooring), and paved areas located on the Premises. Conservation practices listed in the United States Department of Agriculture's Natural Resources Conservation Service Field Office Technical Guide are not considered impervious surface.
- iv. No building or structure shall be constructed hereunder if doing so would violate the impervious coverage limitation set forth in Paragraph 15(c)iii.

15(d). 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.

- i. 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.

16. 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 joint approval in writing of the Grantee and the Committee. In order for the Grantor to receive approval, the Grantee and Committee 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.

17. The Grantor shall not sell, lease, or grant an easement covering any portion of the premises where such sale, lease or easement is for the purpose of construction and installation of underground or above-ground public utility systems, including, but not limited to water, sewer, power, fuel, sewerage, pumping systems, windmills, commercial satellite dishes, and cellular telephone or other communication towers. The Grantor may grant easements to utility companies in order for those companies to install utilities necessary for permitted residential and agricultural uses.

18. No historic building or structure located on the Premises may be demolished by the grantor or any other person without the prior approval of the State Agriculture Development Committee. Historic building or structure is a building or structure that, as of the date of this Deed of Easement, has been included in the New Jersey Register of Historic Places established pursuant to N.J.S.A. 13:1B-15.128 et seq.

19. In the event of any violation of the terms and conditions of this Deed of Easement, Grantee may institute, in its own name, or the Committee 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 or the Committee do not waive or forfeit the right to take any other legal action necessary to insure compliance with the terms, conditions, and purpose of this Deed of Easement by a prior failure to act.

20. If any or all of the Grantees at some future time acquire the underlying fee title in the Premises, the interest conveyed by this Deed of Easement will not merge with fee title but will continue to exist and be managed as a separate estate.

21. 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. Grantor retains

all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Premises. Nothing in this Deed of Easement shall be construed as giving rise to any right or ability of the Grantee, the Committee, or the United States to exercise physical or managerial control over the day-to-day operations of the Premises, or any responsibility to the Premises within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 as amended (42 U.S.C.).

22. 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.

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

24. 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.

25. 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.

26. Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns further transfers and conveys to Committee 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 Committee as may be permitted by the laws of the State of New Jersey in the future.

27. Grantor shall pay the Committee 77.95 percent of that portion of the net proceeds of a condemnation award or other disposition of the Premises following termination of this Deed of Easement, as permitted pursuant to N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32. Furthermore, the Committee's proceeds shall be distributed between the Committee and the United States in proportion to their respective cost share grants on the date of execution of this Deed of Easement. The Committee's share shall be 64.79 percent and the United States share shall be 35.21 percent. The Committee shall use its share of the proceeds in a manner consistent with the provisions of N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32.

28. The Land Conservancy of New Jersey 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 Land Conservancy of New Jersey offering, for sale or conveyance, of any of its interest in the land.

29. In the event The Land Conservancy of New Jersey sells or donates any interest in the Premises, The Land Conservancy of New Jersey shall pay to the Committee 77.95 percent of the net proceeds. For purposes of this provision, "net proceeds" means the amount of compensation received by The Land Conservancy of New Jersey in excess of any unreimbursable costs.

30. If circumstances arise under which an amendment or modification of this Deed of Easement would be appropriate, and upon the prior written approval of the United States and the Committee, then the Grantor and the Grantee may jointly amend the Deed of Easement in writing; provided that no amendment shall be allowed that will invalidate this Deed of Easement or be inconsistent with the purpose of this Deed of Easement and with the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., and the Garden State Preservation Trust Act, N.J.S.A. 13:8C-1, et seq., and shall not affect its perpetual duration. No such amendment shall be effective unless in writing and signed by the Grantor and the Grantee and acknowledged by the United States and the Committee.

31. Rights of the United States of America

Under this Deed of Easement, the same rights are granted to the United States that are granted to the Committee. However, the Secretary of the United States Department of Agriculture (the Secretary), on behalf of the United States, will only exercise these rights under the following circumstances: In the event that the Committee or Grantee fails to enforce any of the terms of this Deed of Easement, as determined in the sole discretion of the Secretary, the Secretary and his or her successors and assigns may exercise the United States' right to enforce the terms of this Deed of Easement through any and all authorities available under Federal or State law.

In the event that the Committee or Grantee attempts to terminate, transfer, or otherwise divest itself of any rights, title, or interests of this easement without the prior consent of the Secretary of the United States Department of Agriculture, and if applicable, payment of consideration to the United States, then, at the option of such Secretary, all right, title and interest in this easement shall become vested in the UNITED STATES OF AMERICA.

In the event the Governor declares that an eminent domain action instituted by a public body on lands from which a development easement has been acquired is necessary for the public health or safety and that there is no immediately apparent feasible alternative, pursuant to N.J.S.A. 4:1C-25, the consent of the Secretary of the United States Department of Agriculture shall not be unreasonably withheld.

32. Grantor warrants that, to the best of its knowledge, it is not aware of any existing violations of applicable environmental laws on the subject property, and Grantor further warrants that he has received no notice alleging or advising him of any such violation from any governmental enforcement or environmental agency. Grantor warrants that it has no actual knowledge of a release or threatened release of any hazardous materials on, at, beneath or from the Property.

Moreover, Grantor hereby promises to defend and indemnify the Grantee, the Committee and the United States against all litigation, claims, demands, penalties, and damages, including reasonable attorneys' fees, arising from or connected with the release or threatened release of any Hazardous Materials on, at, beneath or from the Premises, or arising from or connected with a violation of any Environmental Laws by Grantor or any other prior owner of the Premises. Grantor's indemnification obligation shall not be affected by any authorizations provided by the Grantee, the Committee or the United States to Grantor with respect to the Premises or any restoration activities carried out by Grantee at the Premises; provided, however that Grantee shall be responsible for any Hazardous Materials contributed after this date to the Premises by Grantee.

"Environmental Law" or "Environmental Laws" means any and all Federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, guidelines, policies or requirements of any governmental authority regulating or imposing standards of liability or standards of conduct (including common law) concerning air, water, solid waste, hazardous materials, worker and community right-to-know, hazard communication, noise, radioactive material, resource protection, subdivision, inland wetlands and watercourses, health protection and similar environmental health, safety, building and land use as may now or at any time hereafter be in effect.

"Hazardous Materials" means any petroleum, petroleum products, fuel oil, waste oils, explosives, reactive materials, ignitable materials, corrosive materials, hazardous chemicals, hazardous wastes, hazardous substances, extremely hazardous substances, toxic substances, toxic chemicals, radioactive materials, infectious materials and any other element, compound, mixture, solution or substance which may pose a present or potential hazard to human health of the environment, or as otherwise defined in Federal and State laws and regulations.

33. Grantor shall indemnify and hold harmless the Grantee, the Committee, and the United States, its employees, agents, and assigns for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions, and costs of actions, sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Grantee, the Committee, and the United States may be subject or incur relating to the Premises, which may arise from, but are not limited to, Grantor's negligent acts or omissions or Grantor's breach of any representation, warranty, covenant, agreements contained in the Deed of Easement, or violations of any Federal, State, or local laws, including all Environmental Laws.

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.

The Land Conservancy of New Jersey

ATTEST:

Rory Corrigan, Chairman

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I CERTIFY that on June _____ 2010, the subscriber _____, personally appeared before me, who, being by me duly sworn on his or her oath, deposes and makes proof to my satisfaction, that Rory Corrigan is the Chairman of The Land Conservancy of New Jersey; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Trustees of the said Corporation, that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said Chairman as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his name thereto as attesting witness; and that the full and actual consideration paid to purchase a development easement as evidenced by the DEED OF EASEMENT is \$1.00 and other good and valuable consideration including a fee simple grant from the State Agriculture Development Committee in the amount of \$771,701 (which includes \$271,701 of Federal funds) pursuant to N.J.S.A. 13:8C-37a(2).

Sworn to and subscribed before me, the date aforesaid

Print name and title below signature

**(UNITED STATES DEPARTMENT OF AGRICULTURE,
NATURAL RESOURCE CONSERVATION SERVICE)**

The U.S. Department of Agriculture, Natural Resource Conservation Service, acting on behalf of the Commodity Credit Corporation, does hereby make, accept and approve the foregoing Deed of Easement pursuant to the terms of the Cooperative Agreement entered into with the State Agriculture Development Committee and has authorized a grant in the amount of \$271,701, representing 50 percent of the current market value of the development easement through the State Agriculture Development Committee to The Land Conservancy of New Jersey.

Print Name and Title Below Signature

DATE

STATE OF NEW JERSEY, COUNTY OF _____ SS.:

I CERTIFY that on June _____ 2010, _____ 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 U.S. Department of Agriculture, Natural Resource Conservation Service's act and deed, and
(c) is the _____ of the U.S. Department of Agriculture, Natural Resource Conservation Service.

Print Name and Title Below Signature

(STATE AGRICULTURE DEVELOPMENT COMMITTEE)

The State Agriculture Development Committee has approved the acquisition of the development easement on the Premises pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32 and has authorized a grant in the amount of \$771,701 to The Land Conservancy of New Jersey, representing 77.95 percent of the fee simple purchase price. This grant includes funding the Committee has received from the United States Department of Agriculture, Natural Resources Conservation Service, in the amount of \$271,701, representing 50 percent of the development easement value.

Susan E. Craft, Executive Director
State Agriculture Development Committee

Date

STATE OF NEW JERSEY, COUNTY OF MERCER SS.:

I CERTIFY that on June _____, 2010, Susan E. Craft personally came before me and acknowledged under oath, to my satisfaction, that this person:

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

Print name and title below signature

ACKNOWLEDGMENT

The Sussex County Board of Chosen Freeholders of the County of Sussex has approved participation in the purchase of the Premises and has authorized payment of 22.05% of the purchase price in the amount of \$218,347; therefore, in the event a conveyance, condemnation or other disposition occurs in accordance with paragraphs 27 or 29, the County of Sussex shall share in any reimbursement proceeds to the extent of its percentage of financial participation herein notwithstanding the County not being referred to in paragraphs 27 or 29.

The County of Sussex also acknowledges that its execution of this Deed of Easement gives the County no rights in or authority over the Premises additional to those that may be set forth in other applicable laws.

, Freeholder Director

STATE OF NEW JERSEY, COUNTY OF Sussex SS.:

I CERTIFY that on June _____, 2010, _____ 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 Freeholder Board's act and deed; and
- (c) is the Freeholder Director of the Sussex County Board of Chosen Freeholders.

Signed and sworn to before me on June _____, 2010,

Print name and title below signature

