

STATE AGRICULTURE DEVELOPMENT COMMITTEE (SADC)

**Department of Agriculture
200 Riverview Plaza
Trenton, NJ 08611
200 Building- 1st Floor Board Room**

REGULAR MEETING

December 5, 2019

Chairman Fisher called the meeting to order at 9:07 a.m. The flag salute was conducted.

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

Roll call indicated the following:

Members Present

Chairman Fisher
Cecile Murphy (Rep. NJDEP Commissioner Catherine R. McCabe)
Gina Fischetti (Rep. DCA Commissioner Sheila Oliver) (arrived at 9:10 a.m.)
Jane Brodhecker
Scott Ellis
Pete Johnson
James Waltman

Members Absent

Brian Schilling
Denis Germano
Ralph Siegel
Alan Danser

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

Others present as recorded on the attendance sheet: Brian Wilson, Burlington County Agriculture Development Board (CADB); Katherine Fullerton; Donna Rue; and Marty Bullock, Monmouth CADB.

Minutes

A. SADC Regular Meeting of October 24, 2019 (Open and Closed Sessions)

It was moved by Mr. Waltman and seconded by Mr. Ellis to approve the Open and Closed Session minutes of the SADC regular meeting of October 24, 2019. Ms. Murphy abstained from the vote. The motion was approved.

Report of the Chairman

Chairman Fisher stated that staff has been spending a lot of time on Special Occasion Events (SOEs) and Soil Protection Standards. He explained that there are bills circulating in the legislature related to SOEs, and staff is getting as much information as it can to keep these initiatives progressing.

Report of the Executive Director

Ms. Payne stated that, with regard to the report to the Legislature on SOEs as required by the winery pilot project, the CADBs were requested to provide their feedback and comments to staff by mid- to late-December, and that the SOE working group will reconvene next month, so that staff can make a presentation to the Committee at the January 2020 meeting. Based on the Committee's input, a report will be drafted and presented to the Committee for review in February.

Ms. Payne noted that appropriation bills are listed for action by the Senate Environment and Energy Committee on December 9, 2019.

Ms. Payne advised that the proposed rules amending the PIG program were published in the New Jersey Register on December 2nd and the public comment deadline is January 31, 2020.

Public Comment

No public comment.

Old Business

A. Resolution: House Replacement

**JMJ Farm Holdings II, LLC
Block 27, Lot 2
Hopewell Township, Mercer County**

Note for the record: Mr. Ellis is recused from this matter.

Ms. Armstrong stated that MJM's request to construct a new residence was presented at the October 2019 meeting and that the Committee sought confirmation whether another residential structure on the property dating from the 1860's and to be demolished was listed on any historic registers. Staff talked with several people from the local Hopewell NJ historic district and a representative from the State Historic Preservation Office (SHPO) that confirmed that this house is not listed as historic.

Mr. Everett reviewed the parameters as to why the structure would not be considered historic and gave a comprehensive explanation outlining the applicability of state and national historic preservation designations, and related provisions of the NJ Garden State Preservation Trusts (GSPT) Act. Based on staff research, staff finds there are no restrictions on the demolition of this structure and therefore have drafted the resolution of approval for SADC action.

Mr. Waltman thanked staff for their hard work and efforts in getting the additional information that the Committee requested.

Chairman Fisher asked for a motion to approve staff recommendations and the Committee did not make a motion.

Ms. Payne reiterated that the resolution is to allow for the replacement of the residential structure on the farm which is compliant with the Deed of Easement (DOE). Chairman Fisher stated that the Committee's concern had not been about the house replacement, but rather the fact that an 1860's house is being demolished and that's why the Committee requested more information pertaining to this matter.

Chairman Fisher requested a motion again from the Committee to allow the landowners to put up their new home. The Committee did not make a motion.

Mr. Johnson asked if the landowner decided not to use the 1860s house as a residential structure, would they be allowed to let it stand, and use it for a different use. Mr. Roohr noted that historically, the Committee has never allowed an older structure such as this to be used for anything other than a residence. Susan clarified that if the house were used for

a different purpose, such as a B&B under the rural microenterprise rules, it would not allow another residential structure to be built to replace the existing unit.

Ms. Fischetti suggested that there be processes or rules put in place for these types of situations to make decisions clearer. Ms. Payne stated that the agency is very careful about putting obligations on the farmers who can't afford to maintain a structure like this especially since nothing can prevent them from taking it down .

Chairman Fisher asked again for a motion, but none was offered. Ms. Murphy commented that the Committee appears reluctant to make a motion because it is not comfortable with the situation and there needs to be some regulations in place to address this issue.

Chairman Fisher made a motion to approve the resolution from staff as drafted, but there was no second to his motion. Chairman Fisher stated that this house is just an old house and not deemed historic, so the Committee is deciding, with its lack of a motion, that this house is historic. Chairman Fisher noted that since there is no second to the motion, there will be no action taken on this item.

B. Princeton Show Jumping Request for Consideration

Chairman Fisher addressed Mr. Sposaro, legal counsel for Princeton Show Jumping (PSJ), and stated that at the September meeting the Committee approved PSJ's request to allow shows in September and October even though PSJ hadn't satisfied conditions in prior SADC resolutions. The Committee had warned PSJ that if it wanted to schedule more shows in the future, the conditions of the Committee must be met. Chairman Fisher asked Mr. Sposaro to discuss the things that were completed in order for the shows to resume in the future.

Mr. Sposaro indicated that there were various things that PSJ was required to do and a lot was accomplished and acknowledged the cooperation and assistance from Ms. Payne and SADC staff .

Mr. Sposaro stated that the Committee requested information on where the horses were bred, where they were trained and how long they were on the properties belonging to PSJ and that information was submitted to staff . Mr. Sposaro said he met with the municipality's engineer and neighbors to find out their concerns and took their comments into consideration when meeting the requirements of the Committee. Based upon that feedback, PSJ engaged the services of John Kluthe and Linda Peterson who prepared a conservation plan for the property which included a grass waterway to control erosion. The plans were submitted to SADC staff who approved them subject to National Resource Conservation Service (NRCS) approval.

Mr. Sposaro addressed storm water management and stated that a plan for the large parking area and riding rings will be submitted in the next week. That plan will capture storm water runoff from all the rings that were running downstream to the neighbor's property on Skillman Road, and that water will be captured, retained onsite and disposed of through the soils on site and will no longer lead to the municipal storm water system.

Mr. Sposaro noted that another issue was soil remediation due to a pad area used for temporary horse tents and the Committee and staff were concerned that the soil would not have the long-term production capabilities that other soils on the property have. Soil samples were taken by Rutgers University soil expert Dr. Joseph Heckman, who consulted with Dr. Stefanie Murphy, and the recommendation is to take the shale and rock that came to the surface and sift it out and remove it from the property. The second part of this is to add fertilizer and organic material to improve the soil and which can be done as soon as the weather permits. The third aspect of the soil remediation is deep tilling, and it is recommended that this only be done in a dryer season as it may take years to get the soil back to prime condition. Ms. Payne noted that Dr. Murphy did not see the site yet, and the plan is that after Mr. Murphy does a site inspection she will provide recommendations for soil remediation .

Mr. Sposaro noted that in response to the concern of the neighbors, the trailers parked by Skillman Road have been removed. The municipality complained about use of a gate and accessway on the property, but the gate has been removed, and the area was restored and revegetated. Mr. Sposaro noted that the speakers for the public address system have been turned in the opposite direction to ameliorate noise on Skillman Road.

Mr. Sposaro explained that PSJ is dealing with a dilemma right now because they were advised not to start any of the soil remediation until March 1, 2020 as it would be counterproductive to the planting season. Mr. Sposaro stated that PSJ is subject to a 5% limit on impervious cover as per the deed and noted the some of the soil made available as a result of the gas line that ran through the property at one point was used to construct pads to keep the horses high and dry from the ground during inclement weather. Mr. Sposaro mentioned that Mr. Kluthe recommended taking a soil permeability test to determine how to make the subsoil more permeable. With the return of the pads to a pervious condition, PSJ will be satisfying the 5% impervious requirement.

Mr. Sposaro asked the Committee for permission to allow PSJ to do 16 shows over 70 show days. Mr. Sposaro suggested providing monthly status reports to the staff regarding the work being done with respect to the soil remediation and implementation of storm water management plans, soil conservation plans and work related to impervious cover. There was

a request by the neighbors to re-locate temporary tents but that's not possible because it may be difficult to get permits to make the area suitable for temporary locations. Mr. Sposaro offered that PSJ could plant a vegetative buffer along Skillman Road which will partially obstruct the view of the horse show operations and the temporary tents.

Mr. Roohr presented the Committee with a map of the PSJ property showing conservation projects to repair the subsurface drainage and install a grass waterway that was designed and submitted to staff; staff has approved them and are waiting for NRCS approval. The disturbed area where tent pads were originally put was graded and, as a result, the soil layers were disturbed. Mr. Roohr noted that Dr. Murphy will be out to the site to prepare a formal report and, until that time, staff cannot make judgments as to the condition of the soil and remediation options. One of Staff's concerns is the rock that exists at such a shallow area, so staff is interested in Dr. Murphy's suggestions.

At the September 2019 meeting the Committee decided that PSJ needed to follow the state's storm water standards. As a result, the 2013 storm water plan for the parking area was submitted to the soil conservation district and the Department of Agriculture for engineering review. A week ago, the department issued a review letter to PSJ's engineer and the soil conservation district. One of the comments in the letter is that the storm water plan addresses the parking area but there needs to be a plan for the entire farm, including where the stormwater comes off of the rings. Mr. Sposaro stated earlier that any storm water drainage will be addressed by a retention system of some sort, but that plan is under design by PSJ's engineer and has not been submitted to the district; therefore, the Department of Agriculture and the SADC have not seen and cannot offer an opinion on it. Lastly, regarding the impervious cover restriction of 5%, the as-built plans submitted by PSJ reflects 4.8%, but that calculation does not include the tent pads. The tent pads were tested for their permeability and came up as 0% pervious, so in staff's opinion the pads are considered impervious resulting in the 5% limit being exceeded. As such, staff is waiting on the next steps as to how that area will become pervious.

Mr. Sposaro asked Mr. Kluthe to address the Committee in regard to the steps that can be taken to make the pads permeable. Mr. Clooney stated that deep tillage would allow the pads to drain water a little bit better and it would be the cheapest option. Other actions such as adding organic matter or sand would also help.

Anthony Todara, Esq., counsel for Montgomery Township, stated his client's concern that PSJ is seeking an extension to continue having shows knowing that PSJ still has not satisfied the environmental requirements of the Committee, and he wanted confirmation that SADC action today would not allow the continuation of shows until all conditions are satisfied.

Ms. Payne stated that at the last meeting PSJ requested 9 shows over 42 days and now they are requesting 16 shows and 70 days. Mr. Waltman commented that PSJ is proceeding as if they were entitled to more shows than what has been approved. Mr. Sposaro stated that the reason the show days were increased is because PSJ is very popular and offered more shows. Ms. Payne asked for the status of show dates scheduled through the New Jersey Equine Federation (NJEF). Mr. Sposaro stated that these dates were sanctioned by the NJEF subject to SADC approval and to PSJ's remediation work being completed before the first show on April 15, 2020. Ms. Payne noted that the results of the tests would be needed by the middle of March 2020 and that may not be enough time to conduct a meeting and have approval in time for April 2020.

Mr. Ibad Abousabi, neighbor to PSJ, commented that he appreciates all of the work done so far and the great strides to move forward, but stated that the location of the tents and the duration that they are up is a major concern for the neighbors. Mr. Abousabi noted that 20 shows from April 2020 to October 2020 is a 6-month period so tents will be up for 6 months on Skillman Road which is not where they were approved to be. A temporary tent up for 6 months or more has to be treated as a permanent structure. Jonathan Pike, neighbor to PSJ, commented that the amount of tent construction and noise has increased without approval, and expressed his disdain for the PSJ "circus". He requested that the Committee do something to make a change because this has been going on for way too long.

Chairman Fisher noted that the Committee would be going into closed session for matters of attorney client privilege.

CLOSED SESSION

At 10:32 a.m. Ms. Payne read the following resolution to go into Closed Session:

In accordance with the provisions of the Open Public Meetings Act, N.J.S.A. 10:4-13, it is hereby resolved that the SADC shall now go into executive session to discuss certain matters including the certification of values for property acquisitions under the farmland preservation program, personnel matters, any pending or anticipated litigation, and/or any matters falling within the attorney-client privilege. The certifications of value for each property acquisition shall remain confidential until a closing on that particular acquisition occurs or until the application for that particular acquisition is withdrawn. Otherwise the minutes of such meeting shall remain confidential until the Committee determines that the need for confidentiality no longer exists.

It was moved by Ms. Murphy and seconded by Mr. Ellis to approve the resolution to go into closed session.

ACTION AS A RESULT OF CLOSED SESSION

Note for the record: Mr. Ellis left the meeting at 10:40 A.M.

Princeton Show Jumping (PSJ)

Chairman Fisher addressed Mr. Sposaro and stated that based on the information presented today and the actions taken by PSJ, as it stands right now, the operation has no opportunity to schedule any dates because it was rescinded at the meeting in September. To date, there would be no events until all of the conditions are met. He acknowledged that Mr. Sposaro and his client are currently trying to satisfy the conditions by March 1, 2020 to become compliant with the Deed of Easement (DOE).

Chairman Fisher noted that if the Committee does not act, there will be no opportunity for future show dates. The Committee may decide to act and allow the 9 show dates in the original approval, provided all conditions are met. Chairman Fisher stated that Mr. Sposaro requested, upon completion of conditions, an extension or increase to 14-16 shows with 70 show dates.

Mr. Waltman asked the staff if PSJ has complied with the conditions the Committee established at the September meeting. Ms. Payne replied that compliance has not occurred yet, but staff recognizes the substantial effort made by the owner to comply. Chairman Fisher stated that there are huge impacts to the owner of the property, the Equine Federation, the show presenters, the township and the neighbors. He reiterated that if no action is taken today, there will be no show dates at PSJ but if the Committee decides to act, his recommendation is that it acts on the 9 show dates in the original 2013 approved resolution so that operations can continue at PSJ.

Ms. Fischetti made a motion for the 9 show dates provided that the conditions in the 2013 resolution are met. Ms. Brodhecker seconded the motion. Chairman Fisher asked if there was any discussion.

Ms. Murphy noted, based on the chart provided by staff, that there were 10 different requirements to be satisfied by PSJ and so far, only 2 of them have been met and based on that she does not feel confident that all of the conditions will be met in the span of 3 months with the holidays approaching and inclement weather conditions. Mr. Johnson suggested that he would like to amend Ms. Fischetti's motion and Ms. Fischetti agreed to hear Mr. Johnson's amendment. Mr. Johnson stated that the motion should be amended to incorporate the schedule proposed by PSJ provided they satisfy all of the Committee's conditions including the 5% impervious coverage, and they should be allowed to proceed with the additional shows as it seems that things are moving in the right direction.

Ms. Fischetti and Ms. Brodhecker accepted the amended motion. Mr. Stypinski noted that the amendment now is to allow for the 14-16 shows, provided that PSJ comply with all the conditions, including impervious coverage. The committee raised the question if there was a deadline for the completion of the conditions.

Ms. Fischetti wanted to further amend the motion to say that the additional shows only be allowed if the conditions were met by the date of the 9th show. If the conditions were not met by the 9th show, the additional shows would not be allowed.

Ms. Brodhecker stated that she would like to hear the final motion again for clarity. Ms. Payne stated that the proposal is to allow PSJ the number of shows they requested, up to 16 shows and 70 days, so long as they can conduct up to 9 shows and 42 days with continued progress on the environmental issues, but all environmental concerns that were discussed must be resolved by the end of that 9th show date in order for PSJ to have any additional shows beyond that. Ms. Fischetti and Ms. Brodhecker agreed to that motion. Chairman Fisher asked for any discussion.

Ms. Murphy stated that based on Mr. Stypinski's advice she doesn't think this motion is a good idea because of her concerns that the conditions won't be met. Mr. Waltman commented that the Committee agreed on no shows in September until all conditions are satisfied and now it is motioning to approve 16 shows which is a movement in the wrong direction.

Chairman Fisher stated that the stakes are high in terms of the horse show calendar. Chairman Fisher asked Mr. Stypinski if there can be another motion if the current motion is not approved. Mr. Stypinski stated that could be done. Chairman Fisher then requested a roll call vote for the motion. Ms. Murphy, Mr. Waltman, and Secretary Fisher voted against the motion and Ms. Fischetti, Ms. Brodhecker, and Mr. Johnson voted in favor of the motion, therefore the motion was denied.

Chairman Fisher motioned to allow the 9 shows and show dates as set forth in the 2013 resolution, provided all conditions are met by the end of the 9th show, and when the 9 shows are done, PSJ must come back before the Committee for permission to do additional shows. Ms. Payne stated that the 9 shows would go from April 2020 to July 2020. Mr. Johnson seconded the motion. Chairman Fisher called for a roll call vote. Ms. Murphy, Ms. Fischetti, Ms. Brodhecker, Mr. Johnson and Secretary Fisher voted in favor of the motion and Mr. Waltman voted against the motion. The motion was approved.

New Business

A. FY 2021 Non-Profit Funding Round Approval

Ms. Miller stated that pursuant to SADC regulations, the nonprofit program requires publishing a notice in the NJ Register soliciting new applications. The notice must be published at least 90 days in advance of the application deadline. Based on the current timeline, there will be an application deadline of April 5, 2020 and a goal of reviewing all the applications and scheduling site visits in order to prepare the Preliminary Approval for Committee review at the June 25, 2020 meeting. This timeline syncs with the anticipated appropriation schedule. For these reasons, staff is recommending commencing the Non-Profit Program application process in preparation of the FY21 program year.

It was moved by Ms. Murphy and seconded by Mr. Waltman to approve the FY 2021 Non-Profit Funding Round. The motion was unanimously approved.

B. Term Farmland Preservation Program

Mr. Kimmel stated that the farm listed below seeks enrollment in the 16-year program so that it can qualify for soil and water cost share grants and stated that staff recommendation is to approve the enrollment.

It was moved by Ms. Murphy and seconded by Mr. Waltman to approve the enrollment of the Jared and Ann Bush property into the 16-year term farmland preservation program.

1. Enrollment

- a. Jared and Ann Bush, SADC ID #14-004-TF, Resolution FY2020R12(1) Block 55, Lot 4.07, Washington Township, Morris County, 20.28 acres.

The motion was unanimously approved. A copy of Resolution FY2020R12(1) is attached to and is a part of these minutes.

C. Resolutions of Final Approval – County PIG Program

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

It was moved by Ms. Murphy and seconded by Ms. Brodhecker to approve Resolutions FY2020R12(2) and FY2020R12(3) granting approval to the following applications under the County PIG Program, as presented, subject to any conditions of said resolution.

1. Paula DuBrow, SADC ID #10-0428, Resolution FY2020R12(2), Block 42, Lot 1.01, Franklin Township, Hunterdon County, 36.7 gross acres.
2. Eberdale Farms (Lot 8), SADC ID #06-0199-PG, Resolution FY2020R12(3), Block 2, Lot 10, Stow Creek Township, Cumberland County, 101.534 acres.

The motion was unanimously approved. A copy of Resolutions FY2020R12(2) and FY2020R12(3), is attached to and is a part of these minutes.

D. Resolutions of Final Approval – Municipal PIG Program

Ms. Miller and Ms. Mazzella referred the Committee to two requests for final approval under the Municipal PIG Program. They reviewed the specifics of the applications with the Committee and stated that staff recommendation is to grant final approval.

It was moved by Ms. Brodhecker and seconded by Ms. Murphy to approve Resolutions FY2020R12(4) and FY2020R12(5) granting approval to the following applications under the Municipal PIG Program, as presented, subject to any conditions of said resolution.

1. William and Diane Kappus, SADC ID #10-0426-PG, Resolution FY2020R12(4), Block 18, Lot 9.02, Alexandria Township, Hunterdon County, 30.4 acres.
2. Charlotte Holladay, SADC ID #17-0202-PG, Resolution FY2020R12(5), Block 4, Lot 14, Mannington Township, Salem County, 19.290 acres.

The motion was unanimously approved. A copy of Resolutions FY2020R12(4) and FY2020R12(5), is attached to and is a part of these minutes.

E. Stewardship

Mr. Roohr referred the Committee to a request for a division of premises of a 152-acre farm in East Amwell Township, Hunterdon County on behalf of Jon and Robin McConaughy, under the corporate name of Traveling Butcher, L.L.C. The farm would be divided along Orchard Road, creating an approximate 76-acre parcel on the north side of Orchard Road (Parcel-A) and a 76-acre parcel on the south side of Orchard Road (Parcel-B). The owners are to retain ownership of Parcel-B and would transfer Parcel-A to Kara Paolino.

Kara Paolino currently rents approximately 35 acres for a horse rescue and an angora sheep operation and would like to purchase Parcel-A in order to decrease her horse rescue while increasing her sheep operation and develop a laying hen operation.

Mr. Roohr advised that staff found the proposed division was for an agricultural purpose, would result in agriculturally viable parcels, and requested the Committee's approval of the division.

Mr. Roohr stated that the Hunterdon CADB approved the division in June 2019.

It was moved by Ms. Murphy and seconded by Mr. Johnson to approve Resolution FY2020R12(6) to approve the following applications under the Stewardship Program, as presented, subject to any conditions of said resolution:

1. Traveling Butcher, LLC, Resolution FY2020R12(6), Block 32 and Block 40.01, Lot 3, East Amwell Township, Hunterdon County, 152.4 Acres

The motion was unanimously approved. A copy of Resolution FY2020R12(6) is attached to and is a part of these minutes.

F. Resolution: Non-Profit Fee Transfer of the

“Muckshaw Preserve” from the Nature Conservancy to the Ridge and Valley Conservancy, (Fredon and Andover Township, Sussex County)

Ms. Reynolds stated that The Nature Conservancy (TNC) is seeking approval for the transfer of its fee simple interest in a preserved farm located in Sussex County to the Ridge and Valley Conservancy (RVC). RVC's intent is to partner with the Foodshed Alliance on its Sustainable Agriculture Enterprise (SAGE) project, under which the Foodshed Alliance would sublease individual plots (up to ten acres each) to sustainable farm businesses at affordable rates. To date, the Foodshed Alliance has proposed one sublease for one of the plots with the Sussex County Community College. Pursuant to the DOE, the grantor agreed to pay the SADC 50% of its net proceeds in the event that it sells any interest in the Premises. However, TNC is proposing to transfer the fee interest in both parcels to RVC for no monetary consideration. In order for the SADC to retain its right to be adequately compensated in the case of a future property transfer, the proposed deed from TNC to RVC specifically references the reimbursement paragraph, along with other relevant provisions, so that the provisions remain intact for a future transfer, and future landowners are on notice of those provisions.

SADC staff has reviewed the proposed fee transfer deed from TNC to RVC, lease between RVC and the Foodshed Alliance, and sublease between the Foodshed Alliance and the Sussex County Community College, as these documents are material elements of the transfer. Based

on this review, staff is satisfied that both parcels will continue to be maintained for agricultural use and production pursuant to their respective deeds of easement. Therefore, staff recommends the SADC approve the proposed fee transfers of the parcels from TNC to RVC. Ms. Reynolds noted that Mr. Eric Olsen from TNC and Mr. Eric Darby from the Foodshed Alliance are here today to make a presentation for the Committee. Chairman Fisher stated that he was interested in hearing their presentation but in the interest of time and quorum, they could present after closed session.

It was moved by Mr. Waltman and seconded by Ms. Murphy to approve Resolution FY2020R12(7) to approve the following applications under the Fee Simple Program, as presented, subject to any conditions of said resolution:

1. Muckshaw Preserve (The Nature Conservancy to Ridge and Valeey Conservancy) Resolution FY2020R12(7), Block 1001, Lot 30, Fredon Township and Block 153, Lots 33 and 33.01, Andover Township, Sussex County, 197.864 acres (Parcel A); and Block 801, Lot 33 and Block 1001, Lot 1.01 Fredon Township, Sussex County, 132.099 acres (Parcel B)

The motion was unanimously approved. A copy of Resolution FY2020R12(7) is attached to and is a part of these minutes.

G. Resolution: Jamesburg Training School- Recreational Use and Division of Premises Request (Monroe Township, Middlesex County)

Note: Ms. Payne stated that this agenda item was pulled from the agenda prior to the meeting.

H. Resolution of Approval: Soil & Water Conservation Project Cost- Sharing

Chairman Fisher stated that everyone is familiar with this project and has reviewed their packet and asked for a motion for approval.

It was moved by Ms. Murphy and seconded by Mr. Johnson to approve Resolution FY2020R12(8), granting approval to the following application under the Soil and Water Conservation Project Cost Sharing program, as presented, subject to any conditions of said resolution.

1. Joseph Savastano, SADC ID #03-0204-EP, Resolution FY2020R12(8), Block 8, Lot 7.01, Mansfield Township, Burlington County, 26.436 acres.

The motion was unanimously approved. A copy of Resolution FY2020R12(8) is attached to and is a part of these minutes.

Public Comment

TIME AND PLACE OF NEXT MEETING

SADC Regular Meeting: 9 A.M., Thursday January 23, 2019

New Jersey Health and Agriculture Building

CLOSED SESSION

At 11:15 a.m. Ms. Payne read the following resolution to go into Closed Session:

In accordance with the provisions of the Open Public Meetings Act, N.J.S.A. 10:4-13, it is hereby resolved that the SADC shall now go into executive session to discuss certain matters including the certification of values for property acquisitions under the farmland preservation program, personnel matters, any pending or anticipated litigation, and/or any matters falling within the attorney-client privilege. The certifications of value for each property acquisition shall remain confidential until a closing on that particular acquisition occurs or until the application for that particular acquisition is withdrawn. Otherwise the minutes of such meeting shall remain confidential until the Committee determines that the need for confidentiality no longer exists.

It was moved by Ms. Murphy and seconded by Ms. Brodhecker to approve the resolution to go into closed session.

ACTION AS A RESULT OF CLOSED SESSION

A. Real Estate Matters – Certification of Values

It was moved by Ms. Murphy and seconded by Ms. Brodhecker to approve the Certification of Values for the following applications as discussed in closed session.

1. Municipal Planning Incentive Grant Program

- a. JWP Properties, LLC, SADC ID#17-0219-PG, Block 2003, Lot 17, Pittsgrove Township, Salem County, 28.2 Net Acres.

2. Direct Easement Purchase

- a. Estate of Donald and Lillis Bowlby (Lot 81), SADC ID #10-0271-DE, Block 72.07, Lot 81, Raritan Township, Hunterdon County, 98.023 Acres.
- b. Estate of Donald and Lillis Bowlby (Lot 19), SADC ID #10-0270-DE, Block 71, Lot 19, Raritan Township, Hunterdon County, 44.03 Acres.
- c. Estate of Donald and Lillis Bowlby (Lot 19.02), SADC ID #10-0269-DE, Block 71, Lot 19.02, Raritan Township, Hunterdon County, 18.80 Acres.

3. Non-Profit Easement Purchase

- a. Edward Lohmeyer and Patricia Hogan, SADC ID #13-0018-NP, Block 19, Lots 9, 11, 11.04 & 11.05, Upper Freehold Township, Monmouth County, 6 Acres.

Discussion:

Mr. Eric Olsen from The Nature Conservancy (TNC) stated that TNC has owned Muckshaw preserve since 2001 and the main motivation was to preserve the property to a more sustainable model. The Ridge and Valley Conservancy (RVC) and TNC have a long-standing partnership with the Foodshed Alliance, and this program was created due to the need for farmers in the Sussex County community.

Mr. Eric Darby from the Foodshed Alliance, stated that the Foodshed Alliance is an organic 13-year-old nonprofit organization that has been helping farmers understand natural and organic farming, realizing that land access is the largest problem for those farmers who can't afford to buy land. The program allows farmers to take 5 to 10-acre plots, with negotiated 10-year renewable leases, to gain access to shared infrastructure to start out right away. There is another program with the Foodshed alliance called Local Share which gives wasted food to 89 food pantries in northern NJ. The Foodshed Alliance is asking farmers who apply to have a two-year production experience and a farm management plan presented with their application along with a business and marketing plan. The Foodshed Alliance will also be helping farmers connect with programs on how to write a proper business plan along with marketing concepts. All applicants are also required to employ natural and sustainable growing practices. The program is less than a year old, currently with one farmer, and hoping to eventually get 5 to 10 farmers with a biodiverse representation of products for public consumption. Once successful, the hope is to have 10 farmers growing organic food on that land.

Chairman Fisher congratulated Mr. Olsen and Mr. Darby and stated that he's looking forward to this program.

Ms. Payne stated that staff always thought that the non-profit community was uniquely situated to help experiment with new and beginning farmers. Mr. Olsen stated this program is a thoughtful experiment and the hope is to transition to a new agricultural economy in NJ. Mr. Darby stated that the Sussex County Community college agricultural professor approached the Foodshed Alliance and stated that they want to use the program as part of their required curriculum and will connect the food that they grow to their culinary program. The Foodshed Alliance views the student base at Sussex County Community college to be interns at other farm plots and hope to develop volunteers through the college as well. Chairman Fisher commented that he appreciates the trailblazing efforts made and hopes this will eventually become a state-wide endeavor. Ms. Payne congratulated Mr. Darby and Mr. Olsen on their vision and stated that staff would like to learn from their experiences and keep communications open .

ADJOURNMENT

The meeting was adjourned at 11:32 a.m.

Respectfully Submitted,



Susan E. Payne, Executive Director
State Agriculture Development Committee

STATE AGRICULTURE DEVELOPMENT COMMITTEE
RESOLUTION FY2020R12(1)
CERTIFICATION OF A FARMLAND PRESERVATION PROGRAM

For the Property of
Jarred & Ann Bush
Washington Twp., Morris County
SADC ID# 14-004-TF

N.J.A.C. 2:76-3 et seq.

December 5, 2019

WHEREAS, Jarred and Ann Bush, hereinafter "Owners", are the record owners of Block 55, Lot 4.07 in Washington Twp., Morris County, by deed dated September 12, 2016 and recorded in the Morris County Clerk's office on September 30, 2016 in Deed Book 22996, Page 424 totaling approximately 20.28 acres, hereinafter referred to as the "Premises" (Schedule A); and

WHEREAS, a development easement on the Premises was conveyed to the Morris County Agriculture Development Board ("CADB") as a Farmland Preservation Deed of Easement dated March 3, 1997 and recorded in the Morris County Clerk's Office on March 4, 1997 in Deed Book 4530, Page 057; and

WHEREAS, the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32 and N.J.A.C. 2:76-3 et seq. provide for the creation of Farmland Preservation Programs; and

WHEREAS, on January 7, 2019, the Owners submitted a petition to the CADB for the creation of a Farmland Preservation Program for the Premises, as the Premises' development easement had been conveyed without SADC funding and therefore was not eligible for certain benefits under the Agriculture Retention and Development Act; and

WHEREAS, on February 7, 2019, the CADB passed a resolution granting approval for the creation of a Farmland Preservation Program for the Premises; and

WHEREAS, on September 13, 2019, the CADB submitted its Resolution, the approved Petition, an Agreement, and supporting documents to the State Agriculture Development Committee ("SADC") for certification of a Farmland Preservation Program for the Premises; and

WHEREAS, the SADC has reviewed said Petition and accompanying documents to assure compliance with the provisions of N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32 and N.J.A.C. 2:76-3 et seq.;

WHEREAS, under N.J.S.A. 4:1C-7 and N.J.A.C. 2:76-3, the SADC has the authority to certify a Farmland Preservation Program; and

WHEREAS, upon the effective date of the recorded Agreement, the Owners are eligible to receive the benefits described in the Agreement pursuant to N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32 and N.J.A.C. 2:76-3 et seq.; and


WHEREAS, pursuant to N.J.A.C. 2:76-5, the Owners or farm operator as an agent for the Owners shall be eligible to apply to the local Soil Conservation District for up to \$12,168 in State soil and water conservation cost-share grant funds, subject to availability of such funds, for soil and water conservation projects on the Premises; and

WHEREAS, work performed on soil and water conservation projects prior to Soil Conservation District and State Soil Conservation Committee approval will not be eligible for cost sharing.

NOW THEREFORE BE IT RESOLVED:

1. The WHEREAS paragraphs above are incorporated herein by reference.
2. The SADC certifies the Farmland Preservation Program, which shall continue for a sixteen (16) year period beginning from the recording date of the fully executed Agreement with the county clerk's office.
3. All documents required for the creation of this Farmland Preservation Program shall be subject to review and approval by the SADC and the Office of the Attorney General.
4. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey.
5. This approval is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

12/5/2019
Date


Susan E. Payne, Executive Director
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

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

Term Farmland Preservation Program

SADC Meeting - December 6, 2019

Enrollments, Renewals, Terminations, Withdrawals

County	Municipality	SADC ID#	Farm Owner	Acres	Status	Term Preservation Recordable Documents	New S&W Grant Cycle (next 8 years) S&W Grants - Amount Eligible	Last S&W Grant Cycle (last 8 years) S&W Grants - Amount Eligible	Last S&W Grant Cycle (last 8 years) S&W Grants - Amount Paid	Funding Priority For S&W Grants	Existing Easement / Term Agreement Overlay / Notes
Morris	Washington Twp.	14- 0004-TF	Bush, Jarred and Ann	20.28	Current Application (Enrollment)	No Term Preservation Recordable Documents	\$12,168.00	N/A	N/A	1	03/04/1997 County Independent Farmland Preservation Easement (preserved w/o SADC involvement). Overlaying a 16-Year Term Agreement would enable the farm to access S&W Grant funding.

**STATE AGRICULTURE DEVELOPMENT COMMITTEE
RESOLUTION FY2020R12(2)
FINAL REVIEW AND APPROVAL OF A PLANNING INCENTIVE GRANT TO
HUNTERDON COUNTY
for the
PURCHASE OF A DEVELOPMENT EASEMENT
On the Property of DuBrow, Paula ("Owners")
SADC ID# 10-0428-PG
Franklin Township, Hunterdon County
N.J.A.C. 2:76-17 et seq.**

DECEMBER 5, 2019

WHEREAS, on January 22, 2019 it was determined that the application for the sale of a development easement for the subject farm identified as Block 42, Lot 1.01, Franklin Township, Hunterdon County, totaling approximately 36.7 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 West Project Area; and

WHEREAS, the Property includes one (1), approximately 4.5-acre non-severable exception area for a future single family residential unit and to afford future flexibility for nonagricultural uses resulting in approximately 32.2 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) 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 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 72.02 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 June 27, 2019 the SADC certified a development easement value of \$8,100 per acre based on zoning and environmental regulations in place as of the current valuation date April 2019; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.12, the Owner accepted the County's offer of \$8,100 per acre for the development easement for the Property; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13, on September 12, 2019, the Franklin Township Committee approved the application for the sale of development easement and a funding commitment of \$1,575 per acre; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13 on September 12, 2019, 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 October 1, 2019, the County Board of Chosen Freeholders passed a resolution granting final approval and a commitment of funding for \$1,575 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, 33.166 acres will be utilized to calculate the grant need; and

WHEREAS, the estimated cost share breakdown is as follows (based on 33.166 acres):

	<u>Total</u>	<u>Per/acre</u>
SADC	\$164,171.70	(\$4,950/acre)
Township	\$ 52,236.45	(\$1,575/acre)
<u>County</u>	<u>\$ 52,236.45</u>	<u>(\$1,575/acre)</u>
Total Easement Purchase	\$286,644.60	(\$8,100/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 \$164,171.70 in competitive grant funding which is available at this time (Schedule B); and

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

NOW THEREFORE BE IT RESOLVED:

1. The WHEREAS paragraphs set forth above are incorporated herein by reference.
2. The SADC grants final approval to provide a cost share grant to the County for the purchase of a development easement on the Property, comprising approximately

33.166 net easement acres, at a State cost share of \$4,950 per acre, (61% of certified easement value and purchase price), for a total grant of approximately \$164,171.70 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 fund).
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; and
8. All survey, title and all additional documents required for closing shall be subject to review and approval by the SADC; and
9. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey; and
10. This action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

12/5/2019

Date



Susan E. Payne, Executive Director
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

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

Schedule A

Preserved Farms and Active Applications Within Two Miles



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Application within the (PA 4b) Rural Env Sens Area

FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

DuBrow, Paula
 Block 42 Lots P/O 1.01 (32.2 ac)
 & P/O 1.01-EN (non-severable exception - 4.5 ac)
 Gross Total = 36.7 ac
 Franklin Twp., Hunterdon County



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



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

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

December 28, 2018

Wetlands

Schedule A



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FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

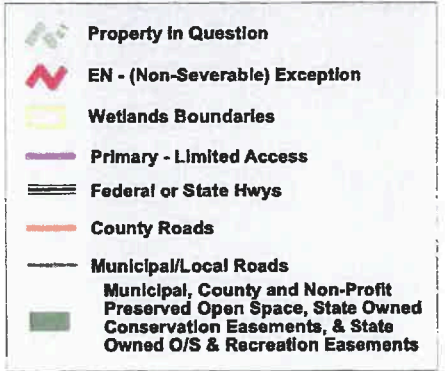
DuBrow, Paula
Block 42 Lots P/O 1.01 (32.2 ac)
& P/O 1.01-EN (non-severable exception - 4.5 ac)
Gross Total = 36.7 ac
Franklin Twp., Hunterdon County



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

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

Application within the (PA 4b) Rural Env Sens Area



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

DuBrow, Paula
10- 0428-PG
County PIG Program
32 Acres

Block 42	Lot 1.01	Franklin Twp.	Hunterdon County		
SOILS:		Other	2% *	0	= .00
		Prime	86% *	.15	= 12.90
		Statewide	12% *	.1	= 1.20
					SOIL SCORE: 14.10
TILLABLE SOILS:		Cropland Harvested	91% *	.15	= 13.65
		Woodlands	9% *	0	= .00
					TILLABLE SOILS SCORE: 13.65
FARM USE:	Sod			acres	
	Ornamental Shrub & Tree Services			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 (4.5) acres for Future single family residence
Exception is not to be severed from Premises
 - c. Additional Restrictions: No Additional Restrictions
 - d. Additional Conditions: No Additional Conditions
 - e. Dwelling Units on Premises: No Dwelling Units
 - f. Agricultural Labor Housing Units on Premises: No Ag Labor Housing
6. The SADC's grant for the acquisition of the development easement is subject to the terms of the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, as ammended and N.J.A.C. 2:76-17.14.
7. Review and approval by the SADC legal counsel for compliance with legal requirements.

**STATE AGRICULTURE DEVELOPMENT COMMITTEE
RESOLUTION FY2020R12(3)
FINAL REVIEW AND APPROVAL OF A PLANNING INCENTIVE GRANT TO
CUMBERLAND COUNTY
for the
PURCHASE OF A DEVELOPMENT EASEMENT
On the Property of Eberdale Farms (Lot 8) ("Owner")
SADC ID#06-0199-PG
Stow Creek Township, Cumberland County
N.J.A.C. 2:76-17 et seq.**

December 5, 2019

WHEREAS, on April 3, 2018, it was determined that the application for the sale of a development easement for the subject farm identified as Block 4, Lots 8, 8.01, and 8.02, and Block 2, Lot 10, Stow Creek Township, Cumberland County, totaling approximately 101.534 surveyed acres hereinafter referred to as "the Property" (Schedule A) was complete and accurate and satisfied the criteria contained in N.J.A.C. 2:76-17.9(a) and the County has met the County Planning Incentive Grant ("PIG") criteria pursuant to N.J.A.C. 2:76-17.6 - 7; and

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

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

WHEREAS, the Property includes no exception areas, resulting in 101.534 net surveyed acres to be preserved; and

WHEREAS, the Property includes:

- 1) zero (0) exceptions,
- 2) one (1) existing single family residential unit
- 3) zero (0) agricultural labor units
- 4) no non-agricultural uses; and

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

WHEREAS, the Property has a quality score of 71.61 which exceeds 44, which is 70% of the County's average quality score, as determined by the SADC, at the time the application was submitted by the County; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.11, on June 28, 2019 the SADC certified a development easement value of \$5,800 per acre based on zoning and environmental regulations in place as of the current valuation date December 1, 2017; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.12, the Owner accepted the County's offer of \$5,800 per acre for the development easement for the Property; and

WHEREAS, on September 27, 2019, 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 October 9, 2018, the Stow Creek Township Committee approved the application for the sale of development easement; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.13 on July 10, 2018, 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 September 25, 2018, the County Board of Chosen Freeholders passed a resolution granting final approval and a commitment of funding for \$2,000 per acre to cover the local cost share; and

WHEREAS, the estimated cost share breakdown is as follows (based on 101.534 survey acres):

	<u>Total</u>	<u>Per/acre</u>
SADC	\$385,829.20	(\$3,800/acre)
County	\$203,829.00	(\$2,000/acre)
Total Easement Purchase	\$588,897.20	(\$5,800/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 \$385,829.20 in competitive grant funding which is available at this time (Schedule B); and

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

NOW THEREFORE BE IT RESOLVED:

1. The WHEREAS paragraphs set forth above are incorporated herein by reference.
2. The SADC grants final approval to provide a cost share grant to the County for the purchase of a development easement on the Property, comprising approximately 101.534 easement acres, at a State cost share of \$3,800 per acre, (65.52% of certified easement value and purchase price), for a total grant of approximately \$385,829.20 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 fund).

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; and
8. All survey, title and all additional documents required for closing shall be subject to review and approval by the SADC; and
9. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey; and
10. This action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

12/5/2019

Date

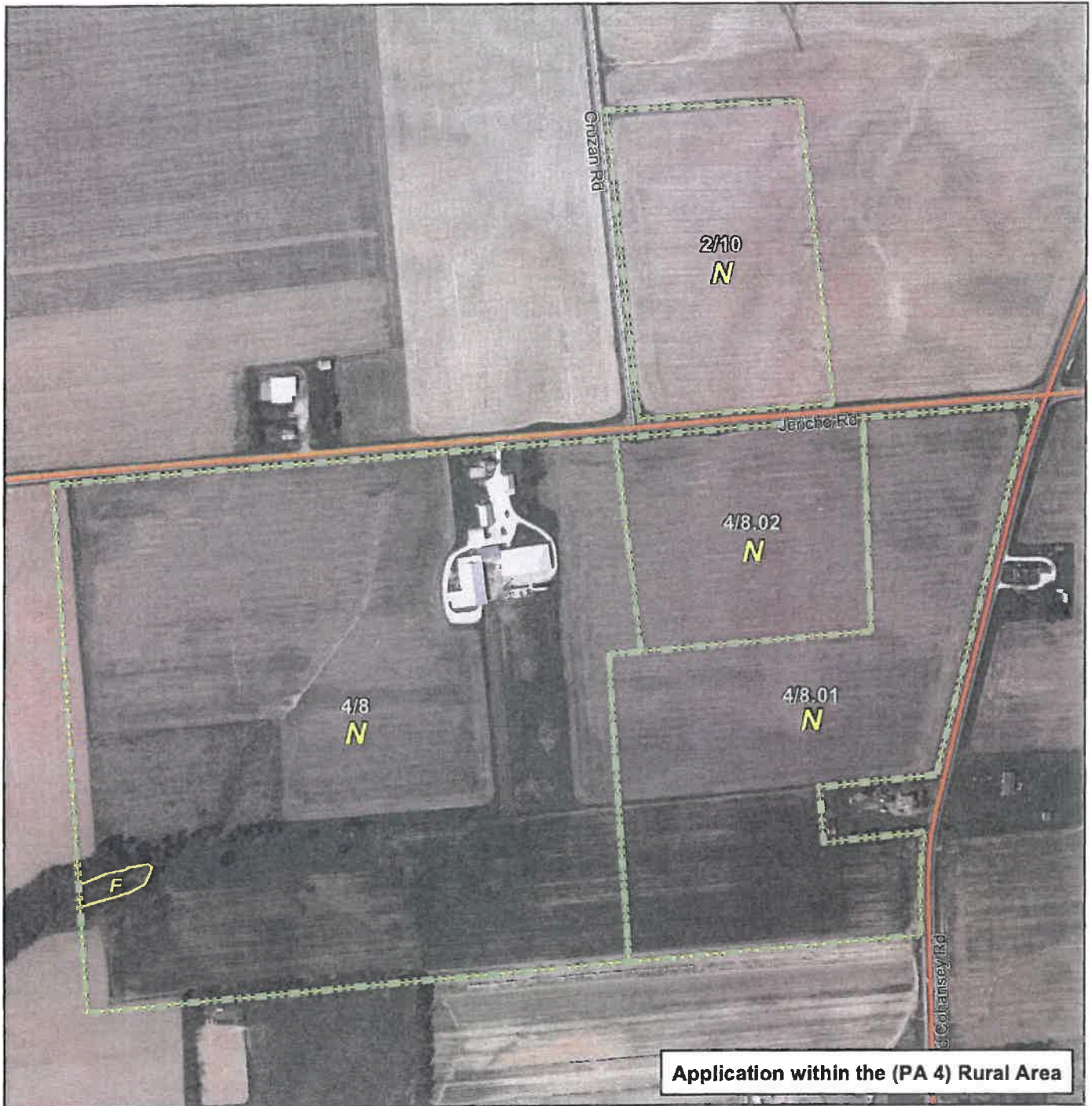


Susan E. Payne, Executive Director
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

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

X:\counties\curmoo\projects\Eberdale Farms (Lot 8) fwwr.mxd



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

Eberdale Farms (Lot 8)
Block 4 Lots 8 (58.5 ac); 8.01 (24.6 ac) & 8.02 (10.4 ac)
Block 2 Lot 10 (12.0 ac)
Gross Total = 105.5 ac
Stow Creek Twp., Cumberland County



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

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

Application within the (PA 4) Rural Area

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



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

Schedule

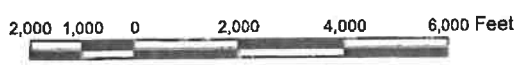
Preserved Farms and Active Applications Within Two Miles

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FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Eberdale Farms (Lot 8)
 Block 4 Lots 8 (58.5 ac); 8.01 (24.6 ac) & 8.02 (10.4 ac)
 Block 2 Lot 10 (12.0 ac)
 Gross Total = 105.5 ac
 Stow Creek Twp., Cumberland County



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



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

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

March 12, 2018

State Agriculture Development Committee
SADC Final Review: Development Easement Purchase

Eberdale Farms (Lot 8)
06- 0199-PG
County PIG Program
106 Acres

Block 4	Lot 8	Stow Creek Twp.	Cumberland County
Block 4	Lot 8.01	Stow Creek Twp.	Cumberland County
Block 4	Lot 8.02	Stow Creek Twp.	Cumberland County
Block 2	Lot 10	Stow Creek Twp.	Cumberland County

SOILS:	Prime	93% *	.15	=	13.95
	Statewide	7% *	.1	=	.70
					SOIL SCORE: 14.65

TILLABLE SOILS:	Cropland Harvested	98% *	.15	=	14.70
	Other	2% *	0	=	.00
					TILLABLE SOILS SCORE: 14.70

FARM USE:	Wheat-Cash Grain	81 acres	
	Other	9 acres	Pasture

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

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

STATE AGRICULTURE DEVELOPMENT COMMITTEE
RESOLUTION FY2020R12(4)
FINAL REVIEW AND APPROVAL OF A PLANNING INCENTIVE GRANT TO
ALEXANDRIA TOWNSHIP
for the
PURCHASE OF A DEVELOPMENT EASEMENT
On the Property of Kappus, William and Diane (Lot 9.02) ("Owners")
SADC ID# 10-0426-PG
Alexandria Township, Hunterdon County
N.J.A.C. 2:76-17A. et seq.

DECEMBER 5, 2019

WHEREAS, on August, 1, 2018 it was determined that the application for the sale of a development easement for the subject farm identified as Block 18, Lot 9.02, Alexandria Township, Hunterdon County, totaling approximately 30.4 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 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 Delaware River Project Area and in the Highlands Planning Area; and

WHEREAS, the Property includes:

- 1) zero (0) exceptions,
- 2) zero (0) housing opportunities
- 3) zero (0) Residual Dwelling Site Opportunity (RDSO)
- 4) zero (0) agricultural labor units
- 5) 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 January 24, 2019 the SADC certified a development easement value of \$5,900 per acre based on zoning and environmental regulations in place as of 1/1/04 and \$3,900 per acre based on zoning and environmental regulations in place as of the current valuation date October, 2018; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.12, the Owner accepted the Township's offer of \$5,900 per acre for the development easement for the Property; and

WHEREAS, pursuant to N.J.A.C. 2:76-17A.13, on April 10, 2019, the Alexandria Township Committee approved the application for the sale of development easement and a funding commitment of \$1,025 per acre; and

WHEREAS, pursuant to N.J.A.C. 2:76-17A.13 on October 10, 2019, 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 November 6, 2019, the County Board of Chosen Freeholders passed a resolution granting final approval and a commitment of funding for \$1,025 per acre to cover the local cost share; and

WHEREAS, the estimated cost share breakdown is as follows (based on 30.4 acres):

	<u>Total</u>	<u>Per/acre</u>
SADC	\$117,040	(\$3,850/acre)
Township	\$ 31,160	(\$1,025/acre)
County	\$ 31,160	(\$1,025/acre)
Total Easement Purchase	\$179,360.00	(\$5,900/acre)

WHEREAS, the Township is requesting \$3,850 per acre or approximately \$117,040 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 30.4 gross easement acres, at a State cost share of \$3,850 per acre, (65.25% of certified easement value and purchase price), for a total grant of approximately \$117,040 pursuant to N.J.A.C. 2:76-6.11 and the conditions contained in (Schedule C).
3. Should additional funds be needed and grant funding be available, the grant may be adjusted to utilize unencumbered grant funds.

4. 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.J.A.C. 2:76-6.18, 6.18(a) and 6.18(b).
5. 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.
6. All survey, title and all additional documents required for closing shall be subject to review and approval by the SADC; and
7. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey; and
8. This action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

12/5/2019
Date


Susan E. Payne, Executive Director
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

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

Schedule A

Preserved Farms and Active Applications Within Two Miles

X:\counties\huncol\project\Kappus, William H. & Diane M. (Lot 9.02) 2mile.mxd



Application within the (PA 4) Rural Area

Application in the Highlands Planning Area (Non-Conforming)

FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Kappus, William H. & Diane M. (Lot 9.02)
Block 18 Lot 9.02 (30.4 ac)
Gross Total = 30.4 ac
Alexandria Twp. Hunterdon County



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



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

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

Wetlands



X:\counties\hunc\projects\Kappus, William H. & Diane M. (Lot 9.02) fww.mxd

FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Kappus, William H. & Diane M. (Lot 9.02)
Block 18 Lot 9.02 (30.4 ac)
Gross Total = 30.4 ac
Alexandria Twp. Hunterdon County



Sources:
NJ Farmland Preservation Program
Green Acres Conservation Easement Data
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 geodetic accuracy and precision of the GIS data contained in this file and map shall not be, nor are intended to be, relied upon in matters requiring delineation and location of true ground horizontal and/or vertical controls as would be obtained by an actual ground survey conducted by a licensed Professional Land Surveyor.

Application within the (PA 4) Rural Area

Application in the Highlands Planning Area (Non-Conforming)

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

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

Kappus, William H. & Diane M. (Lot 9.02)
10- 0426-PG
PIG EP - Municipal 2007 Rule
30 Acres.

Block 18	Lot 9.02	Alexandria Twp.	Hunterdon County		
SOILS:		Other	24% * 0	=	.00
		Prime	33% * .15	=	4.95
		Statewide	43% * .1	=	4.30
				SOIL SCORE:	9.25
TILLABLE SOILS:		Cropland Harvested	71% * .15	=	10.65
		Woodlands	29% * 0	=	.00
				TILLABLE SOILS SCORE:	10.65
FARM USE:	Corn-Cash Grain		29 acres		

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

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

STATE AGRICULTURE DEVELOPMENT COMMITTEE
RESOLUTION FY2020R12(5)
FINAL REVIEW AND APPROVAL OF A PLANNING INCENTIVE GRANT TO
Mannington TOWNSHIP
for the
PURCHASE OF A DEVELOPMENT EASEMENT
On the Property of Holladay, Charlotte ("Owner")
SADC ID#17-0202-PG
Mannington Township, Salem County
N.J.A.C. 2:76-17A. et seq.

December 5, 2019

WHEREAS, on July 9, 2018, it was determined that the application for the sale of a development easement for the subject farm identified as Block 4, Lot 14, Mannington Township, Salem County, totaling 19.290 surveyed 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 Owner read and signed SADC Guidance Documents regarding Exceptions, Division of the Premises, and Non-Agricultural Uses; and

WHEREAS, the targeted Property is located in the Township's Project Area; and

WHEREAS, the Property includes no exception areas, resulting in 19.290 acres to be preserved; and

WHEREAS, the Property includes

- 1) zero exception areas
- 2) one (1) existing single family residential unit
- 3) zero (0) Residual Dwelling Site Opportunity (RDSO)
- 4) zero (0) agricultural labor units
- 5) a pre-existing non-agricultural use for the repair of farm equipment and vehicles within an existing barn and 0.29 acre area to be delineated on the survey and restricted by the deed of easement (Schedule A).

WHEREAS, during the SADC's preparation of this Final Approval, the township notified SADC that there was a pre-existing non-agricultural use that their planning board had approved a variance for; and

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

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

WHEREAS, pursuant to N.J.A.C. 2:76-17.11, on December 6, 2018, the SADC certified a development easement value of \$5,900 per acre based on zoning and environmental regulations in place as of the current valuation date September 6, 2018; and

WHEREAS, pursuant to N.J.A.C. 2:76-17.12, the Owner accepted the Township's offer of \$5,900 per acre for the development easement for the Property; and

WHEREAS, pursuant to N.J.A.C. 2:76-17A.13, on October 3, 2019, the Mannington Township Committee approved the application for the sale of development easement and a funding commitment of \$1,025 per acre, and

WHEREAS, pursuant to N.J.A.C. 2:76-17A.13 on September 25, 2019, 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 September 18, 2019, the County Board of Chosen Freeholders passed a resolution granting final approval and a commitment of funding for \$1,025 per acre to cover the local cost share; and

WHEREAS, the estimated cost share breakdown is as follows (based on 19.29 surveyed acres):

	<u>Total</u>	<u>Per/acre</u>
SADC	\$74,266.50	(\$3,850/acre)
Salem County	\$19,772.25	(\$1,025/acre)
<u>Mannington Township</u>	<u>\$19,772.25</u>	<u>(\$1,025/acre)</u>
Total Easement Purchase	\$113,811	(\$5,900/acre)

WHEREAS, the Township is requesting \$3,850 per acre or approximately \$78,266.50 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 19.29 surveyed easement acres, at a State cost share of \$3,850 per acre, (65.25% of certified easement value and purchase price), for a total grant of approximately \$74,266 pursuant

to N.J.A.C. 2:76-6.11 and the conditions contained in (Schedule C).

3. Should additional funds be needed and grant funding be available, the grant may be adjusted to utilize unencumbered grant funds.
4. The SADC will be providing its grant directly to Salem County, and the SADC shall enter into a Grant Agreement with the Township and County pursuant to N.J.A.C. 2:76-6.18, 6.18(a) and 6.18(b).
5. 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.
6. All survey, title and all additional documents required for closing shall be subject to review and approval by the SADC; and
7. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey; and
8. This action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.



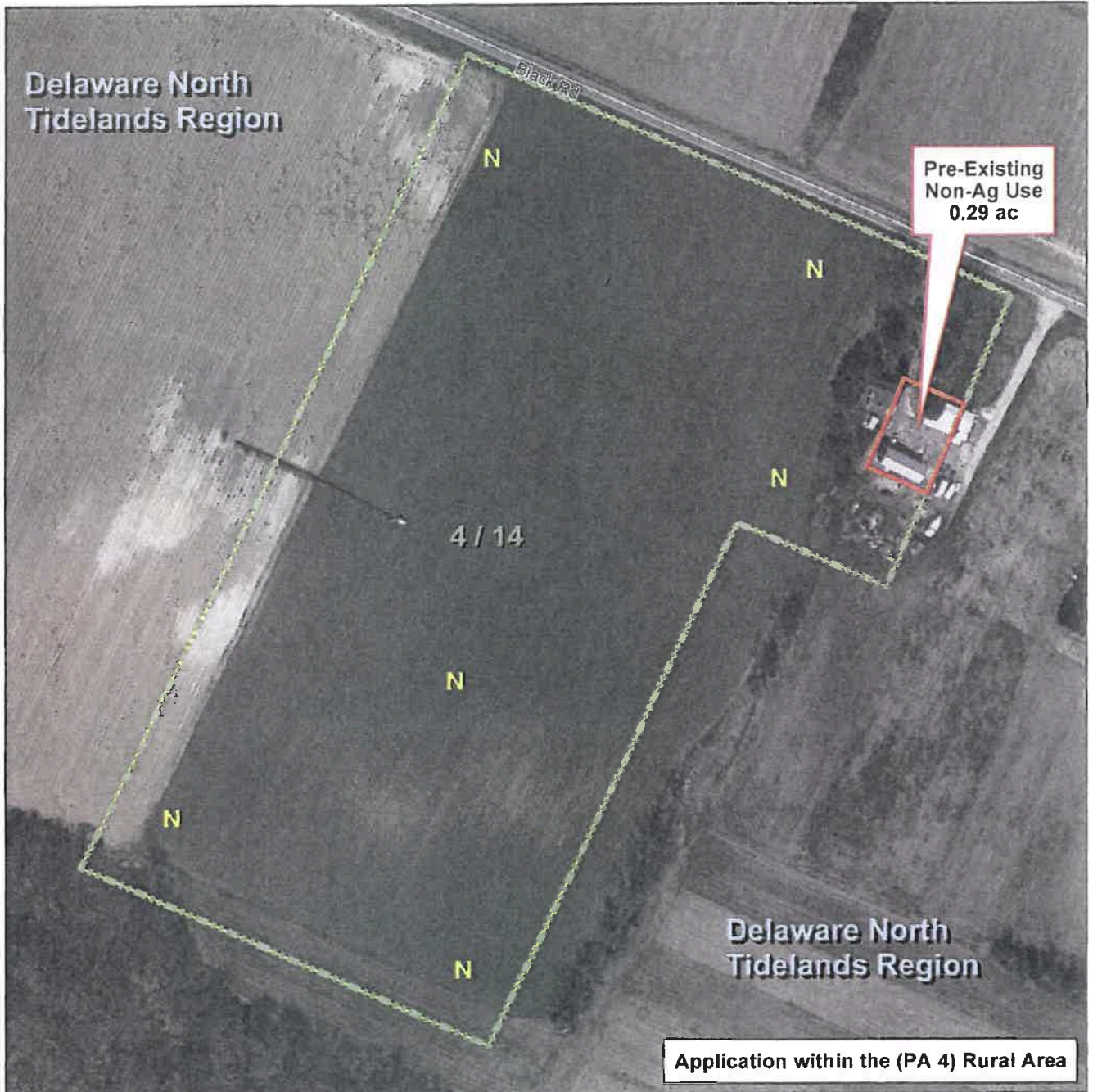
Susan E. Payne, Executive Director
State Agriculture Development Committee

Date

VOTE WAS RECORDED AS FOLLOWS:

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

Wetlands



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FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Charlotte Holladay
Block 4 Lot 14 (20.54 ac)
Gross Total - 20.54 ac
Mannington Twp. Salem County



Sources:
NJ Farmland Preservation Program
Green Acres Conservation Easement Data
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 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

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
W - Water

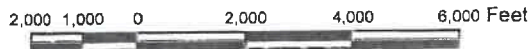
Preserved Farms and Active Applications Within Two Miles



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FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Charlotte Holladay
Block 4 Lot 14 (20.54 ac)
Gross Total - 20.54 ac
Mannington Twp. Salem County



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



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

State Agriculture Development Committee
SADC Final Review: Development Easement Purchase

Holladay, Charlotte
17- 0202-PG
PIG EP - Municipal 2007 Rule
21 Acres

Block 4	Lot 14	Mannington Twp.	Salem County		
SOILS:		Other	1% *	0	= .00
		Prime	4% *	.15	= .60
		Statewide	95% *	.1	= 9.50
					SOIL SCORE: 10.10
TILLABLE SOILS:		Cropland Harvested	99.5% *	.15	= 14.93
		Woodlands	.5% *	0	= .00
					TILLABLE SOILS SCORE: 14.93
FARM USE:	Soybeans-Cash Grain			acres	

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

1. Available funding.
2. The allocation, not to exceed 0 Residual Dwelling Site Opportunities on the Premises subject to confirmation of acreage by survey.
3. Compliance with all applicable statutes, rules and policies.
5. Other:
 - a. Pre-existing Nonagricultural Use:
 - Equipment and vehicle repair on approximately 0.29 acre
 - b. Exceptions: No Exceptions Requested
 - c. Additional Restrictions: No Additional Restrictions
 - d. Additional Conditions: No Additional Conditions
 - e. Dwelling Units on Premises:
 - Standard Single Family
 - f. Agricultural Labor Housing Units on Premises: No Ag Labor Housing
6. The SADC's grant for the acquisition of the development easement is subject to the terms of the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, as ammended and N.J.A.C. 2:76-17.14.
7. Review and approval by the SADC legal counsel for compliance with legal requirements.

**STATE AGRICULTURE DEVELOPMENT COMMITTEE
RESOLUTION #FY2020R12(6)**

**Request for Division of Premises
Traveling Butcher, L.L.C.**

December 5, 2019

Subject Property:

**Block 32, Lot 3
Block 40.01, Lot 3
East Amwell Township, Hunterdon County
152.4 Acres**

WHEREAS, Traveling Butcher, L.L.C., hereinafter "Owner", is the record owner of Block 32, Lot 3, and Block 40.01, Lot 3 in East Amwell Township, Hunterdon County, by deed dated May 23, 2013, and recorded in deed book 2310, page 752, in the Hunterdon County Clerk's Office, totaling approximately 152.4 acres, hereinafter referred to as the "Premises" (as shown on Schedule "A"); and

WHEREAS, Jon and Robin McConaughy are the principals of Traveling Butcher, L.L.C.; and

WHEREAS, the development easement on the premises was conveyed to the Township of East Amwell by the previous owner, Joseph Sowsian, pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., PL 1983, as a Deed of Easement dated April 7, 1998, and recorded in the Hunterdon County Clerk's Office in Deed Book 1185, Page 79; and

WHEREAS, the development easement on the premises, was assigned to the Hunterdon County Agriculture Development Board on December 30, 1999; and

WHEREAS, on June 14, 2019, the SADC received a request for a division of the Premises from the Hunterdon CADB on behalf of the Owner; and

WHEREAS, the Owner proposes to divide the Premises along Orchard Road, creating an approximately 76-acre parcel on the north side of Orchard Road (Parcel-A) and a 76-acre parcel on the south side of Orchard Road (Parcel-B) as shown in Schedule "A"; and

WHEREAS, the Owner intends to retain ownership of Parcel -B and to transfer Parcel-A, to the current tenant Kara Paolino, hereinafter "Purchaser"; and

WHEREAS, Jon and Robin McConaughy operate Double Brook farm which consists of over 700-acres of owned and leased ground in Mercer and Hunterdon County used to raise livestock in support of their market and restaurant; and

WHEREAS, the Purchaser has leased the property for four years and has utilized approximately 35 acres of Parcel-A for various agricultural endeavors including vegetables, goats, chickens and an equine rescue operation; and

WHEREAS, paragraph 15 of the Deed of Easement states that no division of the Premises shall be permitted without the joint approval in writing of the Grantee (Hunterdon CADB) and the Committee; and

WHEREAS, in order to grant approval, the Grantee and the SADC must find that the division is for an agricultural purpose and will result in agriculturally viable parcels such that each parcel is capable of sustaining a variety of agricultural operations that yield a reasonable economic return under normal conditions, solely from the parcel's agricultural output; and

WHEREAS, the Deed of Easement for the Premises identifies one existing single-family residence, no existing agricultural labor units, no RDSO's and no exception areas; and

WHEREAS, the resulting Parcel-A is an approximately 76-acre property that is 79% (60.5-acres) tillable with 56% (41.5 acres) important soils, as defined by the NJ Natural Resources Conservation Service; and

WHEREAS, the resulting Parcel-A is improved with a single-family residence and several outbuildings; and

WHEREAS, the resulting Parcel-B is an approximately 76-acre property that is 65% tillable (50 acres) with 26% (19.7 acres) important soils, as defined by the NJ Natural Resources Conservation Service; and

WHEREAS, an additional 45 acres (60%) of Parcel-B consist of high-quality soils but are listed as lower quality in the soil survey due solely to steeper (6-12%) slopes listed for those fields; and

WHEREAS, staff conducted a site visit and confirmed that while certain spots of the field include slopes of 6-12% there are large portions of these fields with lesser slopes that are readily available for a variety of agricultural operations; and

WHEREAS, the resulting Parcel-B is improved with a barn; and

WHEREAS, the primary outputs of the Premises have historically been livestock, hay, pasture and equine; and

WHEREAS, the Owner purchased the Premises to increase acreage of pasture land for its beef cattle operation; and

WHEREAS, the Owner has found better grazing options for the cattle portion of its operation and as a result rents a portion of the Premises to the purchaser while utilizing the remainder for hay production for its sheep production; and

WHEREAS, the Purchaser began her operation on 35 acres of the Premises as a non-profit equine rescue in 2014; and

WHEREAS, the Purchaser would like to expand the farm operation to include commercial production of purebred Angora goats, used for fleece, commercial egg production and hay; and

WHEREAS, the Purchaser has submitted a business plan setting forth her proposal to diversify and intensify the current operation through increased production of Angora goats for high end organic fleece production, and sale of youngstock and by adding a flock of egg laying hens to the farm; and

WHEREAS, the Purchaser has approximately 16 breeding goats onsite and would like to expand to 50 breeders which would yield an average of 75 offspring annually; and

WHEREAS, the Purchaser proposes to sell purebred youngstock as well as fleece from the goats and has provided a letter of intent to purchase the fleece from a NYC home décor company, attached Schedule "B"; and

WHEREAS, the Purchaser proposes to have 400 laying hens onsite for commercial egg production for CSA and restaurant sales and has provided a contract with a restaurant in NYC to provide them with 50 dozen eggs weekly, attached Schedule "C"; and

WHEREAS, the Purchaser proposes to reseed and amend the soils on approximately 30-35 acres to produce a high-quality hay product for her livestock and to sell; and

WHEREAS, the Purchaser would need to make substantial capital improvements to the Premises, including construction of a new pole barn, fencing, improved livestock watering systems and hayfield improvements, in order to support increased production; and

WHEREAS, the overall costs of these improvements is estimated at just over \$100,000, and the Purchaser is only willing to make this type of investment on land she owns; and

WHEREAS, the SADC makes the following findings related to its determination of whether the division will result in agriculturally viable parcels, such that each parcel is capable of sustaining a variety of agricultural operations that yield a reasonable economic return under normal conditions, solely from the parcel's agricultural output:

Parcel-A contains significant acreage of tillable, quality soils (56% important soils) consisting of approximately 60.5-acres (79%) of tillable ground, improved with a single-family home and outbuildings; and

Parcel-B, contains significant acreage of tillable, quality soils, when adjusted for actual site conditions related to slope and field areas available for a variety of agricultural activities, consisting of approximately 50-acres (65%) tillable ground; and

WHEREAS, the SADC makes the following findings related to its determination of whether the division meets the agricultural purpose test:

- 1) The proposed sale of Parcel-A to a to the current tenant farmer, facilitates the expansion and long-term business planning strategy of the operator;
- 2) The sale of Parcel-A to the Purchaser expands, diversifies and intensifies the crops that have historically been the output of the Premises; and

WHEREAS, the Hunterdon CADB, hereinafter "CADB", approved this request at its June 13, 2019, meeting; and

NOW THEREFORE BE IT RESOLVED:

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

2. The SADC finds that the division, as described herein, for the purpose of selling Parcel-A to the current tenant farmer, to expand her operation to include commercial egg and angora fleece production is for an agricultural purpose.
3. The SADC finds that Parcels A and B are agriculturally viable parcels capable of sustaining a variety of agricultural operations that yield a reasonable economic return under normal conditions.
4. The SADC approves the division of Premises as follows:
 Parcel-A - Block 32, Lot 3 (approximately 76 acres) with one existing single-family residence, as shown on Schedule "A".

 Parcel-B - Block 40.01, Lot 3 (approximately 76 acres) with no existing housing or housing opportunities, as shown on Schedule "A".
5. This approval is valid for a period of three years from the date of this resolution; and
6. Eligible funding for state soil and water conservation cost share practices shall be reallocated to the respective parcels.
7. This approval is non-transferable.
8. This approval is considered a final agency decision appealable to the Appellate Division of the Superior Court of New Jersey.
9. This action is not effective until the Governor's review period expires pursuant to N.J.S.A. 4:1C-4f.

12/5/2019
Date


Susan E. Payne, Executive Director
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

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

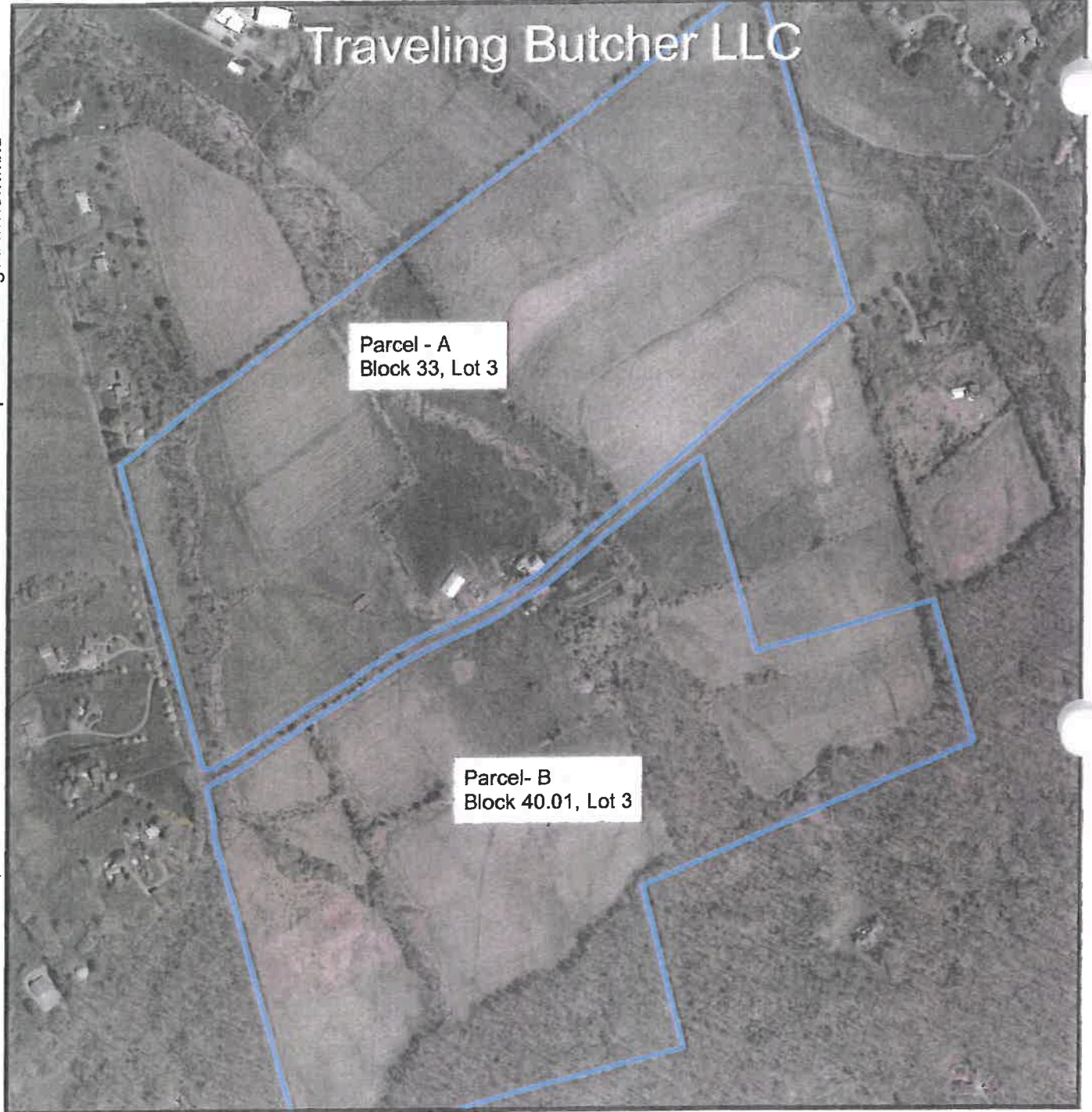
Schedule "A"

Traveling Butcher LLC

Parcel - A
Block 33, Lot 3

Parcel- B
Block 40.01, Lot 3

S:\ACQUISITION\EP198EPRND\HUNTERDON\Sowsian E. Amwell\Stewardship-Post Closing\farmview.mxd



FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Traveling Butcher LLC
Block 32, Lot 3
Block 40.01, Lot 3
East Amwell Township, Hunterdon County
152 acres



11/25/2019

Farmland Preservation Program

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

State Planning Areas

- (PA 1) METRO
- (PA 2) SUBURBAN
- (PA 3) FRINGE
- (PA 4) RURAL
- (PA 4b) RURAL ENV SENS
- (PA 5) ENV SENS
- (PA 5b) ENV. SENSITIVE BARRIER IS
- (P10) PINELANDS
- PARK
- MILITARY
- NEW JERSEY MEADOWLANDS
- WATER

Base Map

- County Boundaries
- Municipal Boundaries
- Highlands Planning Area
- Highlands Preservation Area
- Pinelands Area
- Green Acres Preserved Easements

Schedule "B"

Le Grand Mogol
77 Water St, 9th Floor
New York, NY 10005

November 13, 2019

Le Grand Mogol would like the opportunity to purchase raw mohair for their future home goods line.

We have worked with Ms Paolino since June 2016 on a number of projects at the Estates that she manages and know her dedication along with her persistence to succeed and her work ethics.

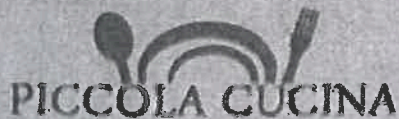
On hearing of her new endeavor in to the fiber business we have discussed at length the possibility of purchasing raw mohair direct from her farm, Pastures Green. We are an interior design company branching out to create a future home goods line, namely throw pillows that we are planning to use mohair to trim.

Our goal is to purchase raw mohair by the pound and we foresee the purchasing approx. 200-250lbs the first year from Pastures Green.

We understand that Ms. Paolino has plans to develop her own Accessory line with Pastures Green fiber but as our own endeavor brings success we hope to collaborate with her to expand and continue producing fiber for our needs.



Alexia Leuschen
CEO
Le Grand Mogol
212-960-3606



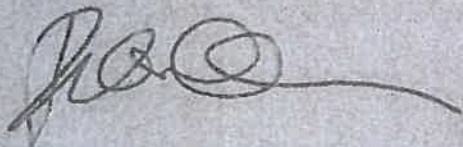
This is a letter of intent that Piccola Cucina Restaurant would like to do business with Pastures Green.

We are hoping to buy 50 dozen organic, pasture raised eggs a week at \$6 per dozen

We have worked with Kara Paolino for 3 years in partnership with a restaurant she manages in Red lodge MT.

We are confident that she will bring success to Pastures Green and we look forward to doing business with her.

*Philip Guardione
Head Chef and Owner*



STATE AGRICULTURE DEVELOPMENT COMMITTEE

RESOLUTION FY2020R12(7)

Fee Simple Transfer Approval - Nonprofit Program

**Muckshaw Preserve
(The Nature Conservancy to Ridge and Valley Conservancy)**

December 5, 2019

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

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

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

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

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

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

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

WHEREAS, pursuant to agreement dated March 19, 2019, TNC agreed to convey its fee simple interest in Parcels A and B to RVC; and

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

WHEREAS, under the SAGE project, the Foodshed Alliance would sublease individual plots to sustainable farm businesses at affordable rates; and

WHEREAS, SADC staff has reviewed the proposed fee transfer deed from TNC to RVC, lease between RVC and Foodshed Alliance, and sublease between the Foodshed Alliance and Sussex County Community College; and

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

WHEREAS, TNC intends to transfer its fee simple interest in both Parcel A and Parcel B with no monetary consideration; and

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

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

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

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

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

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

12/5/2019
Date



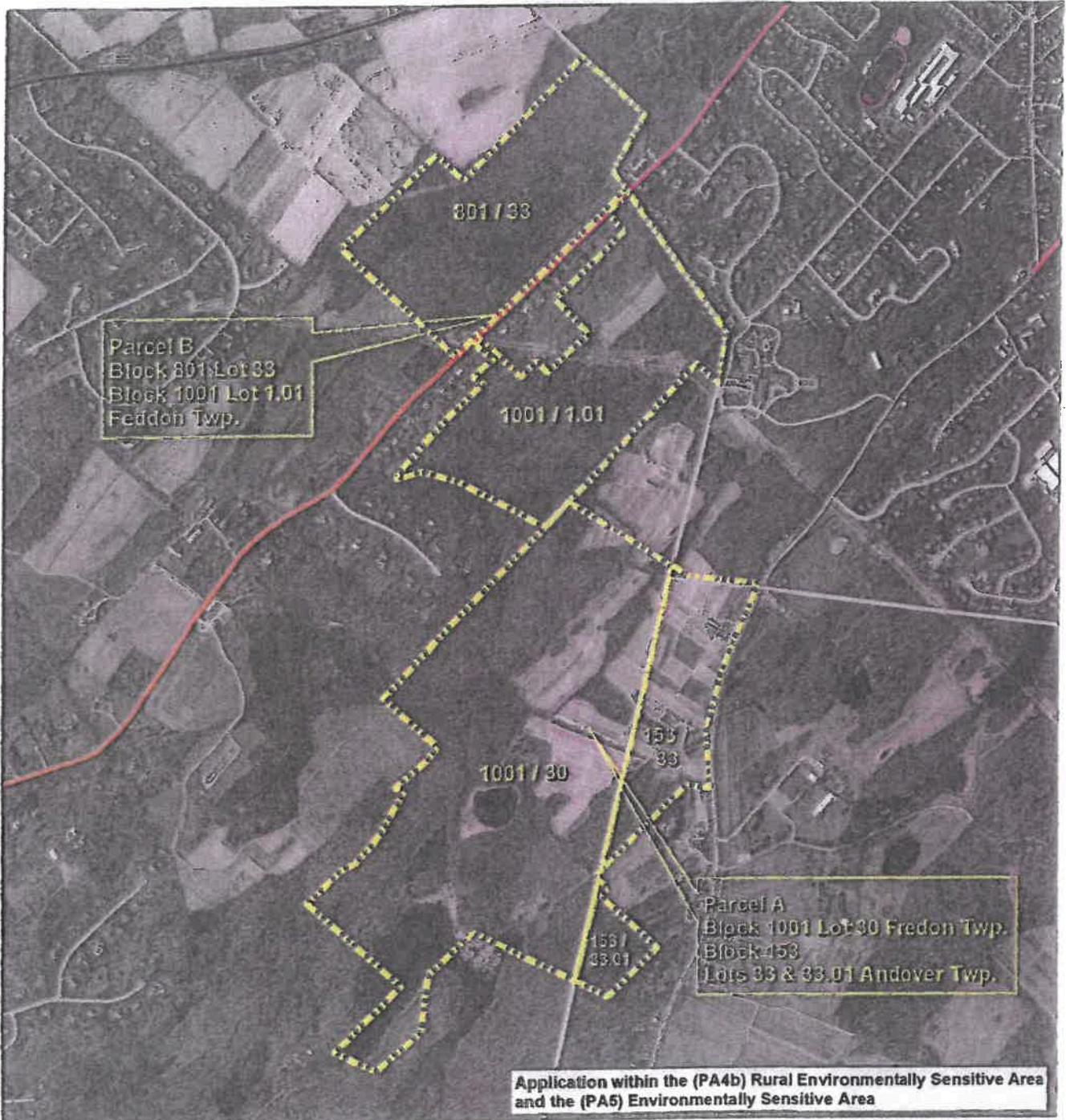
Susan E. Payne, Executive Director
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

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

Muckshaw Preserve Properties

X:\counties\susco\projects\Muckshaw_Properties_Aerial.mxd



FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Muckshaw Preserve Properties

Parcel A
Block 1001 Lot 30 (158.767 ac) Fredon Twp.
Block 153 Lots 33 (31.36 ac) & 33.01 (7.634 ac) Andover Twp.

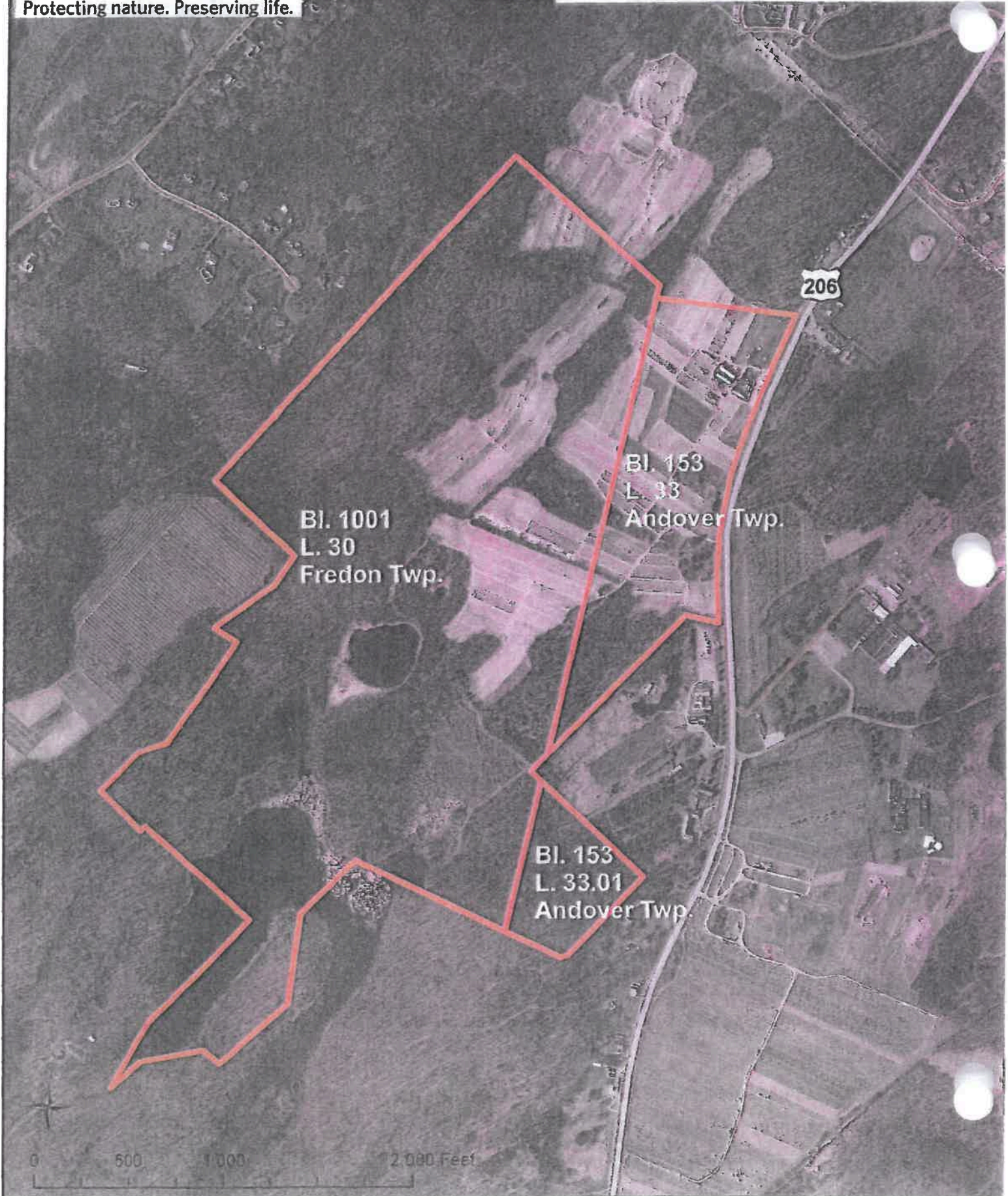
Parcel B
Block 801 Lot 33 (63.732 ac) & Block 1001 Lot 1.01 (68.368 ac) Fredon Twp.
Sussex County
Gross Total - 329.861 ac.



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

Date: 11/26/2016

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



DEED OF EASEMENT

STATE OF NEW JERSEY
AGRICULTURE RETENTION AND DEVELOPMENT PROGRAM

This Deed is made MARCH 26, 2001

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

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

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

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

The tax map reference for the Premises is:

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

Township of Fredon
Block 1001, Lot 30

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

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

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

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

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

Prepared by: William A. Schnurr
William A. Schnurr
Deputy Attorney General

Consideration: \$ 1,374,020.16 Exempt Cogs: \$

1,374,020.16

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For the purpose of this Deed of Easement:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF NEW JERSEY
COUNTY OF SUSSEX

SS:

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

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

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

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

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

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

and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

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

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

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

(4) PARTIAL EXEMPTION FROM FEE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTIONS

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

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

2. WHEN AFFIDAVIT MUST BE ANNEXED TO DEED

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

3. LEGAL REPRESENTATIVE

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

4. OFFICER OF CORPORATE GRANTOR OR CORPORATE GRANTEE

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

5. OFFICER OF TITLE COMPANY OR LENDING INSTITUTION

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

6. CONSIDERATION

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

7. EXEMPTIONS FROM THE FEE

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

- (a) For a consideration of less than \$100.00;
- (b) By or to the United States of America, this State, or any instrumentality, agency or subdivision thereof;
- (c) Solely in order to provide or release security for a debt or obligation;
- (d) Which confirms or corrects a deed previously recorded;
- (e) On a sale for delinquent taxes or assessments;
- (f) On partition;
- (g) By a receiver, trustee in bankruptcy or liquidation, or assignee for the benefit of creditors;
- (h) Eligible to be recorded as an "ancient deed" pursuant to R.S. 46:16-7;
- (i) Acknowledged or proved on or before July 9, 1968;
- (j) Between husband and wife, or parent and child;
- (k) Conveying a cemetery lot or plot;
- (l) In specific performance of a final judgment;
- (m) Releasing a right of reversion;
- (n) Previously recorded in another county and full realty transfer fee paid or accounted for as evidenced by written instrument, attested to by the grantee and acknowledged by the county recording officer of the county of such prior recording, specifying the county, book, page, date of prior recording, and amount of realty transfer fee previously paid;
- (o) By an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State;
- (p) Recorded within 90 days following the entry of a divorce decree which dissolves the marriage between the grantor and grantee;
- (q) Issued by a cooperative corporation, as part of a conversion of all of the assets of the cooperative corporation into a condominium, to a shareholder upon the surrender by the shareholder of all of the shareholder's stock in the cooperative corporation and the proprietary lease entitling the shareholder to exclusive occupancy of a portion of the property owned by the corporation.

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

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

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

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

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

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

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

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

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

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

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

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

11. PENALTY FOR FALSIFICATION OF CONSIDERATION

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



DYKSTRA LAND SURVEYING AND PLANNING, INC.11 LAWRENCE ROAD
NEWTON, NEW JERSEY 07860DOUGLAS O. DYKSTRA
PROFESSIONAL LAND SURVEYOR-NJ LIC.34846
PROFESSIONAL PLANNER - NJ LIC.04808PHONE # (973) 579-2177
FAX # (973) 579-7777
DYKSTRA@SPARTA.CSNET.NETDESCRIPTION OF PROPERTY

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

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

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

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

Being More Particularly Described As Follows:

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

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

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

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

Containing 197.864 Acres Of Land.

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

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

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

D-2538-017

SCHEDULE B

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

Michael Catania

Michael Catania

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

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

Michael Catania

Michael Catania
Vice President and State Director

(NON-PROFIT CORPORATION ACKNOWLEDGMENT)

STATE OF NEW JERSEY, COUNTY OF Morris SS.:

I CERTIFY that on March 26, 2001.

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

Janet L. Zeas

Print name and title below signature

JANET L. ZEAS

NOTARY PUBLIC OF NEW JERSEY

My Commission Expires Nov. 25, 2003

(STATE AGRICULTURE DEVELOPMENT COMMITTEE)

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

Gregory Romano

Gregory Romano, Executive Director
State Agriculture Development Committee

4/2/01

Date

STATE OF NEW JERSEY, COUNTY OF Mercer SS.:

I CERTIFY that on April 2, 2001.

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

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

Marci D. Green

Print name and title below signature

Marci D Green
Attorney At Law
State of New Jersey

S:\NONPROFITS\sussex\valley view\DeedofEasement.doc

01 APR 17 PM 1:03

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

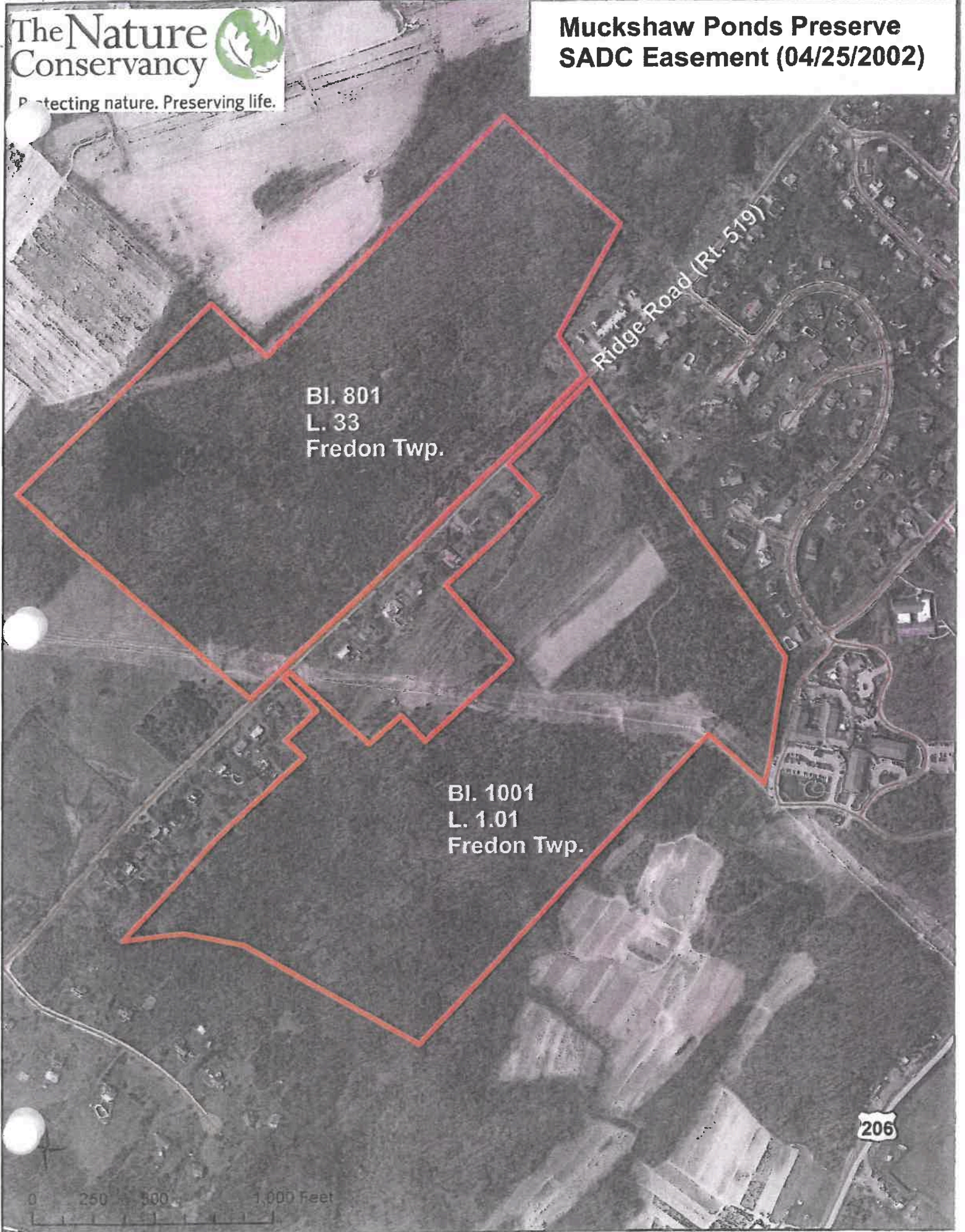
BI. 801
L. 33
Fredon Twp.

BI. 1001
L. 1.01
Fredon Twp.

Ridge Road (Rt. 519)

206

0 250 500 1,000 Feet



13 FILE

DEED OF EASEMENT
S147 Bk: 02704 Pg: 00279
STATE OF NEW JERSEY
AGRICULTURE RETENTION AND DEVELOPMENT PROGRAM

This Deed is made April 25, 2002

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

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

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

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

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

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

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

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

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

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

Prepared by:

William A. Schnur
Deputy Attorney General

Consideration : \$750000.00 Exempt Code: E

County	State	N.P.N.R.F	Total
0.00	0.00	0.00	0.00
notable	Date: 02/14/2003		

REC'D & RECORDED
02/14/2003 08:57:58 AM
ERMA GORMLEY
SUSSEX COUNTY CLERK
NEWTON NJ

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

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

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

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

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

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

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

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

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

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

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

MLC

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

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

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

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

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

For the purpose of this Deed of Easement:

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

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

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

MLC

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

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

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

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

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

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

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

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

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

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

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

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

MLC

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

Michael Catania
Michael Catania
Vice President and State Director

(NON-PROFIT CORPORATION ACKNOWLEDGMENT)

STATE OF NEW JERSEY, COUNTY OF Morris SS.:

I CERTIFY that on April 19, 2002,

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

Daniel L. Zeas
Print name and title below signature
DANIEL L. ZEAS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 25, 2003

(STATE AGRICULTURE DEVELOPMENT COMMITTEE)

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

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

STATE OF NEW JERSEY, COUNTY OF Mercer SS.:

I CERTIFY that on April 25, 2002,

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

Marc D. Green
Print name and title below signature
Marc D. Green
Attorney at Law
State of New Jersey

MC

ALLEN NICHOLS, JR.

SCHEDULE A
LAND SURVEYOR

P.M.I.

8147 Bk = 02704 Ps = 00284

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



Lot 1.01 Block 1001

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

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

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

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

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

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

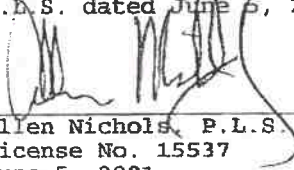
23. Still along Lot 2.02, Block 1001, North 46 degrees 18 minutes 17 seconds West a distance of 263.63 feet to an iron found; thence

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

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

Containing 68.3676 acres more or less.

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


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

ALLEN NICHOLS, JR.

LAND SURVEYOR

8147 Bk: 02704 Ps: 00287

384 PENWELL ROAD
PORT MURRAY, N.J. 07865

PHONE: 908-852-6372
FAX: 908-852-7726

P.M.I.



Lot 33 Block 801

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

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

1. Along Lot 1.01, Block 801, lands formerly "Whittemore's" Farm and now or formerly Kenneth D. Martin, running in part generally along a stone row and wire fence, South 43 degrees 18 minutes 48 seconds West a distance of 1,402.39 feet to an iron pipe found; thence

2. Still along Lot 1.01, Block 801, North 48 degrees 03 minutes 11 seconds West a distance of 310.39 feet to an iron pipe found; thence

3. Along Lot 8, Block 801, running in part along a stone row, South 45 degrees 01 minutes 32 seconds West a distance of 1,097.89 feet to an iron found in a swamp, said point being the fourth corner of the whole tract; thence

4. Along Lot 32.03, Block 801, South 46 degrees 06 minutes 14 seconds East a distance of 1,304.24 feet to a concrete monument set on the northwesterly sideline of Ridge Road (a.k.a. County Route 519); thence

5. Along the northwesterly sideline of Ridge Road the following 13 courses; North 45 degrees 27 minutes 51 seconds East a distance of 104.21 feet to a point of curvature; thence

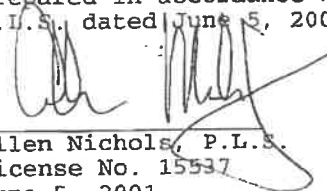
6. Northeasterly on a curve to the right having a radius of 5,746.15 feet an arc length of 167.15 feet to a point of tangency; thence

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

Containing 63.7318 acres more or less.

8147 BK: 02704 Pg: 00289

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



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

SCHEDULE B

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

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

9147 BL 2704 PE: 291

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

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

STATE OF NEW JERSEY
COUNTY OF Essex

SS:

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

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

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

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

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

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

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

and annexed hereto.

(2) CONSIDERATION (See Instruction #6.)

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

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

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

agency or subdivision thereof

(4) PARTIAL EXEMPTION FROM FEE

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

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

A) **SENIOR CITIZEN** (See Instruction #8.)
 Grantor(s) 62 yrs. of age or over.*
 One- or two-family residential premises.
 Owned and occupied by grantor(s) at time of sale.
 Owners as joint tenants must all qualify except in the case of a spouse.

B) **BLIND** (See Instruction #8.)
 Grantor(s) legally blind.*
 One- or two-family residential premises.
 Owned and occupied by grantor(s) at time of sale.
 No owners as joint tenants other than spouse or other qualified exempt owners.
DISABLED (See Instruction #8.)
 Grantor(s) permanently and totally disabled.*
 One- or two-family residential premises.
 Receiving disability payments.
 Owned and occupied by grantor(s) at time of sale.
 Not gainfully employed.
 No owners as joint tenants other than spouse or other qualified exempt owners.

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

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

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

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

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

MA'S MADAMON

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

THE NATURAL CONCERN
Name of Grantor (type above line)

MA'S MADAMON
Attorney at Law
State of NJ

FOR OFFICIAL USE ONLY This space for use of County Clerk or Register of Deeds.			
Instrument Number	<u>9147</u>	County	<u>Essex</u>
Deed Number	<u>Book 2704</u>	Page	<u>249</u>
Deed Dated	<u>7-25-02</u>	Date Recorded	<u>2-14-03</u>

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

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

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

INSTRUCTIONS

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

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

2. WHEN AFFIDAVIT MUST BE ANNEXED TO DEED

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

3. LEGAL REPRESENTATIVE

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

4. OFFICER OF CORPORATE GRANTOR OR CORPORATE GRANTEE

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

5. OFFICER OF TITLE COMPANY OR LENDING INSTITUTION

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

6. CONSIDERATION

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

7. EXEMPTIONS FROM THE FEE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. PENALTY FOR FALSIFICATION OF CONSIDERATION

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



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

In partnership with
The Nature Conservancy and Ridge and Valley Conservancy



**Information and Application
for Sustainable Farm Businesses**

2019 Growing Season

SAGe Site:
290 Route 206 South, Newton, NJ 07860
FoodshedAlliance.org

Foodshed Alliance Sustainable Agriculture Enterprise (SAGE)

Primary Contact

Kendrya Close, Executive Director, Foodshed Alliance
908-362-7967
Cell 908-763-3665
Kendrya@FoodshedAlliance.org

Sustainable Agriculture Enterprise Committee

Bob Canace
Board President
Ridge and Valley Conservancy

Kendrya Close
Executive Director
Foodshed Alliance

Eric Derby
Trustee
Foodshed Alliance

Jacob Hunt
Trustee
Foodshed Alliance

Lisa Kelly
Development and Communications Director
Foodshed Alliance

Eric M. Olsen
Lands Program Director
The Nature Conservancy

Yvette Porter-Lee
Volunteer
Foodshed Alliance

Susi Tilley
Executive Director
Ridge and Valley Conservancy

Lynda Tower
Volunteer
Foodshed Alliance

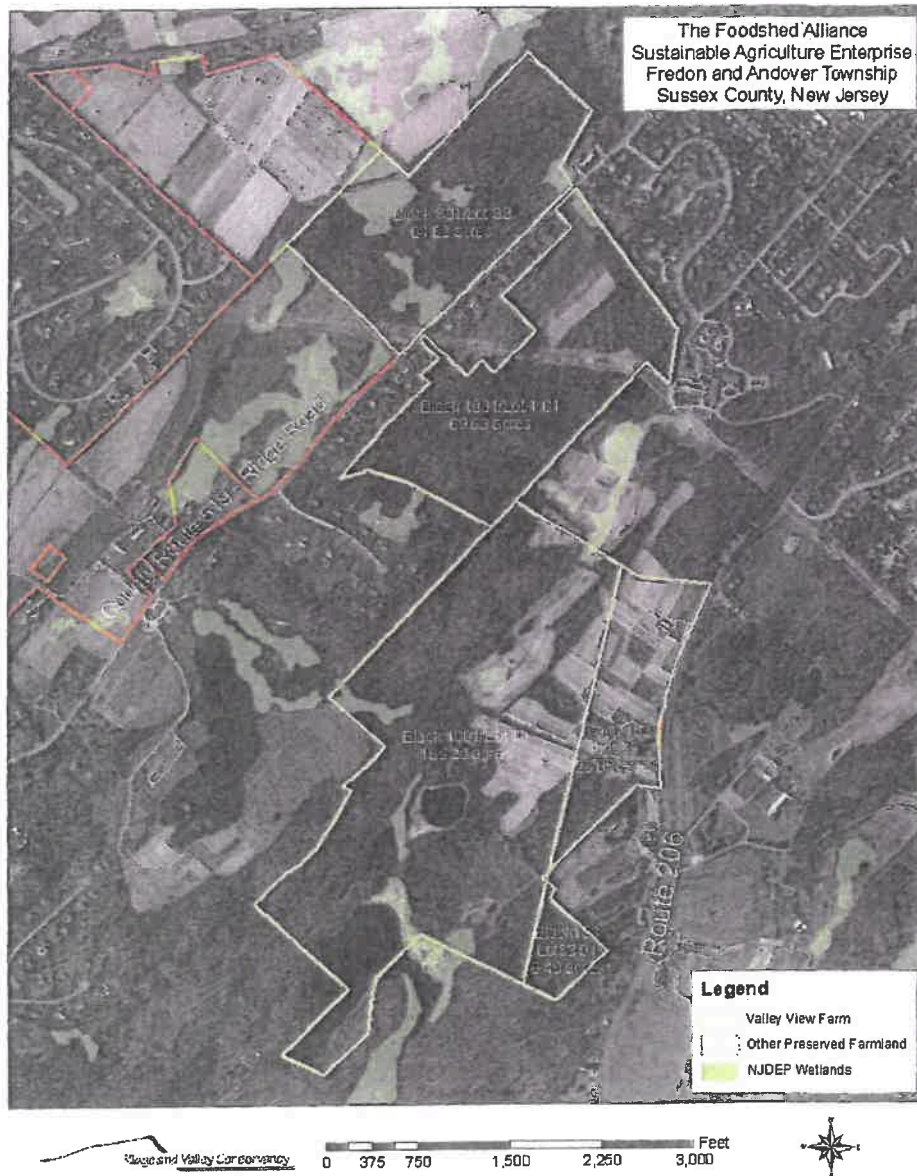
Foodshed Alliance Sustainable Agriculture Enterprise (SAGE)

Vision

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

Location

290 Route 206 South, Newton, NJ 07860



Foodshed Alliance Sustainable Agriculture Enterprise (SAGE)

Background

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

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

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

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

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

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

Foodshed Alliance Sustainable Agriculture Enterprise (SAGE)

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

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

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

Foodshed Alliance Sustainable Agriculture Enterprise (SAGE)

Application Procedure

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

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

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

Application Requirements

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

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

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

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

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

Applications must include the following:

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

Foodshed Alliance Sustainable Agriculture Enterprise (SAGE)

Lease Rates

Annual Operating Fee: \$250

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

Foodshed Alliance Sustainable Agriculture Enterprise (SAGE)

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

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

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

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

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

Foodshed Alliance Sustainable Agriculture Enterprise (SAGE)

Land Use Protocols

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

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

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

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

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

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

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

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

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

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

Foodshed Alliance Sustainable Agriculture Enterprise (SAGE)

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

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

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

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

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

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

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

Foodshed Alliance Sustainable Agriculture Enterprise (SAGE)

Program Description and Standards

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

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

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

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

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

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

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

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

Foodshed Alliance Sustainable Agriculture Enterprise (SAGE)

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

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

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

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

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

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

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

Foodshed Alliance Sustainable Agriculture Enterprise (SAGE)

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

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

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

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

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

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

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

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

Other Requirements

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

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

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

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

Foodshed Alliance Sustainable Agriculture Enterprise (SAGE)

Requirements for Sustainable Farm Businesses

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

Ideal candidates should have:

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

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

Sustainable Agriculture Practices and Environmental Stewardship

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

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

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

Partnership with Foodshed Alliance

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

Farm Management Plan

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

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

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

STATE AGRICULTURE DEVELOPMENT COMMITTEE

RESOLUTION #FY2020R12(8)

SOIL AND WATER CONSERVATION COST SHARE GRANT

NEW REQUEST

BURLINGTON COUNTY

JOSEPH SAVASTANO

DECEMBER 5, 2019

WHEREAS, Joseph Savastano, hereinafter “Applicant” (ID# 03-0204-EP), is the current record owner of Block 8, Lot 7.01, Mansfield Township, Burlington County, hereinafter referred to as the “Premises”, by deed dated April 23, 2018, and recorded in the Burlington County Clerk’s Office in Deed Book 13361, Page 5469; and

WHEREAS, the Premises totals approximately 26.436 acres, as shown in Schedule “A”; and

WHEREAS, the development easement on the Premises was conveyed to Burlington County on January 17, 2007, by the previous owners, George Aaronson, Jr. and Janet Aaronson as recorded in Deed Book 2063, Page 839; and

WHEREAS, Burlington County entered into a Cost Sharing Grant Agreement with SADC on July 1, 2009, pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., PL 1983, c. 32, and N.J.A.C. 2:76 as recorded in Deed Book 6659, Page 090; and

WHEREAS, the Applicant is eligible to apply for a soil and water conservation cost-share grant for the installation of soil and water conservation projects approved by the Department of Agriculture, State Soil Conservation Committee (SSCC) pursuant to N.J.A.C. 2:90-3; and

WHEREAS, the total eligible amount of cost-share funds is determined pursuant to N.J.A.C. 2:76-5.4 and remains in effect for a period of eight years from the date the development easement was conveyed to the Burlington County, and for subsequent eight-year periods subject to the then-current cost-share formula; and

WHEREAS, the Applicant is eligible for a cost share grant of up to \$15,861.60 expiring January 17, 2023; and

WHEREAS, the Applicant has applied for a soil and water cost-share grant for the installation of approved soil and water conservation projects (“Application”); and

WHEREAS, the Application has been prioritized for soil and water cost-share funding pursuant to SADC Policy P-48; and

WHEREAS, N.J.S.A. 4:1C-13 defines soil and water conservation projects as any project designed for the control and prevention of soil erosion and sediment damages, the control of pollution on agricultural lands, the impoundment, storage and management of water for agricultural purposes, or the improved management of land and soils to achieve maximum agricultural productivity; and

WHEREAS, the SSCC has approved soil and water conservation projects that are part of a farm conservation plan approved by the local soil conservation district for the Premises; and

WHEREAS, pursuant to N.J.A.C. 2:76-5.7, the SADC shall review and approve, conditionally approve or disapprove applications for funds authorized and appropriated to the SADC from the General Fund, 1992 Bond Fund, 1995 Bond Fund, Corporate Business Tax Funds, or other available funds, and may provide grants to eligible applicants for up to 75 percent of the cost of the soil and water conservation projects; and

WHEREAS, consistent with N.J.A.C. 2:76-5.7, SADC Policy P-48 limits funding provided for soil and water conservation projects approved pursuant to the Soil and Water Conservation Cost-Sharing Program to no greater than 50% of the cost of installing these projects to respond to limited funding availability and substantial program demand; and

WHEREAS, the SADC has reviewed the cost-share funding amounts of the above Application; and

NOW THEREFORE BE IT RESOLVED:

1. The WHEREAS paragraphs above are incorporated herein by reference.
2. Soil and water cost-share funds are approved from funds appropriated to the SADC from the General Fund, 1992 Bond Fund, 1995 Bond Fund, Corporate Business Tax Funds, or other available funds for providing grants to eligible applicants for up to 50 percent of the cost of soil and water conservation projects for eight-year periods identified as:

<u>APPLICANT</u>	<u>S&W ID#</u>	<u>COST SHARE</u>	<u>PROJECT TYPE</u>
Joseph Savastano	03-0204-EP-01	\$9,900.44	2:90-2.15 Irrigation System

PROJECT DESCRIPTION:

Install a 6" well, 592 feet deep, one electric powered pump, 3-10 HP, and one variable frequency drive, 5 HP.

3. Payment shall be contingent upon the completion of the project as verified by the SSCC and availability of funds.

4. Construction of the project is subject to all applicable local, State, and Federal regulations.

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

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

12/5/2019
Date



Susan E. Payne, Executive Director
State Agriculture Development Committee

VOTE WAS RECORDED AS FOLLOWS:

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

Schedule A - Soil and Water Cost Share Grant



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FARMLAND PRESERVATION PROGRAM NJ State Agriculture Development Committee

Applicant: Joseph Savastano
Owner: Joseph Savastano
Application Number: 03-0204-EP-01
County: Burlington
Municipality: Mansfield

Legend

Practices

Practice Code

 2:90-2.15

 SW_Premises



0 150 300 600 900 Feet