

ONLINE ONLY REAL ESTATE AUCTION

Seller Ordered Auction
55.92 +/- Acres with 3BR Farmhouse and Outbuildings in
Lawrence Township
Online Only Bidding - Bidding Closes on
Wednesday, September 14, 2022 @ 1:00 PM

53 East Avenue, Woodstown, NJ 08098
For information contact: Richard G. Warner, Auction Coordinator
Warner Real Estate & Auction Co.
Office: (856) 769-4111
On the web at: www.warnerrealtors.com
Contact us by E-mail at: rich@warnerrealtors.com

Why use Warner Real Estate & Auction to sell your property?

Warner Real Estate & Auction Company is a full service real estate brokerage and auction marketing firm headquartered in Woodstown, New Jersey. We are a licensed real estate broker in New Jersey and Pennsylvania with a [proven performance record](#) selling all types of real estate including residential, commercial, farms, land, and investment properties throughout New Jersey. We work with all of our clients as partners, creating winning solutions which address our clients' most pressing real estate related needs and goals.

Our sales associates have extensive backgrounds in home building, agribusiness, hotel and restaurant management, marketing and public relations, retail, environmental, site selection and construction budget and management. Our clients include financial institutions, estates and trusts, and local, state and federal government agencies, as well as thousands of individual sellers.



Property Location

**3187 Cedarville Road
Lawrence Township, NJ 08322**

Description

ONLINE ONLY BIDDING. 55.92 +/- Acres with 3BR Farmhouse and Outbuildings in Lawrence Township. Bidding Closes on Wednesday, September 14, 2022, at 1:00 PM—Bid NOW.

The seller has ordered the immediate sale of this property and has contracted us to sell at ONLINE ONLY auction. This property is located at **3187 Cedarville Road, Lawrence Township, NJ.**

This property will be offered via ONLINE ONLY AUCTION. Please bid early and often and understand that bidding begins to close on Wednesday, September 14, 2022, at 1:00 PM Eastern.

- Property Type: Farm
- Block 2 Lots 5 & 5 Q-Farm
- Year Built: 1840
- Square Footage: 2,107 +/- 3 Bedroom Farmhouse - 2014 New Roof (50 Year Shingles) and Windows
- Stories: (2) Two
- Bathrooms: 1.5 – (1) Full and (1 ½) Bath
- Lot Size: 55.92 +/- acres
- Parking: Detached 3-Bay Garage
- Utilities: Oil, Electric
- Heat: Hydronic (Radiators)/Oil (300 Gallon Above Ground Tank)
- Tankless Hot Water Heater (Natural Gas)
- Type of A/C: Central Air

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- Water Source: Well (1) House (2) Barn (1) Labor House
- Sewer Source: New Septic Installed 2021
- Outbuildings – 80 x 120 Indoor Riding Ring, Produce Shed, Barn w/ Shop (275 Gallon Above Ground Tank), & Barn w/Horse Stalls
- Zoning: B1 & R3 – Q-Farm acres are zoned R3 – House and Barn acreage zoned B1
- Easement - Cell Tower (**excluded**) - See Documents for copy of Grant of Easement - Global Signed Acquisitions IV, LLC - The cell tower does not generate monthly income from the landowner. The landowner may realize income from the cell tower only if the easement owner exercises its option to expand the cell tower plot. Sell Grant of Easement for details. **You should consult an attorney competent in real estate if you are uncertain regarding the easement or the option.**
- Assessed Value: \$428,500.00
- Taxes: \$12,538
- Tax Year: 2022
- Municipal Website & Phone: <https://www.lawrencetwpcumberlandnj.com/> or 856-447-4554

WindWhistle Farm

This amazing property has been lovingly maintained by its current owners for the last 20 years and is now ready to be passed to the next owners.

Unique 56 ± acre rural Cumberland County (NJ) property caters to a wide range of interests and pursuits, including:

- equestrian enthusiasts and professionals (6-stall barn; indoor and outdoor arenas; trails)
- commercial agriculture (approx. 35 tillable acres; 350' artesian irrigation well (not in use))
- hunters (plentiful deer, turkey, and small game on the property plus direct access to Edward G. Bevan Wildlife Management Area)
- motor sports enthusiasts (2 miles from Millville Motorsports Park)

Purchaser Initials _____

- self-sufficiency enthusiasts (mature orchard; established grapevines; convenient and well-maintained garden sites) all within an easy drive to all suburban conveniences. Under one hour to Philadelphia and Wilmington. Development rights intact, this property is awaiting its next owner to continue to enhance and develop its potential.

The home is a well-preserved and meticulously maintained simple 1840 farmhouse with 3 bedrooms and 1 ½ baths, two spacious living areas, a dining area, and a wood-burning fireplace. Kitchen would benefit from updating and has plenty of room to be transformed into the gourmet kitchen of your dreams. This extensive property includes six wells, including a dedicated well for the home, two (2) wells for the barn, one (currently closed) well for the windmill, a well for the worker quarters (not in use) and a 350' artesian irrigation well (not in use).

- Appliances included:
 - One refrigerator (kitchen)
 - One chest freezer (basement)
 - Washer (newer) and Dryer (basement)
 - Range/Oven (kitchen)
 - Dishwasher (kitchen)
 - Central vac (basement)
 - Pellet stove (basement)
 - Industrial compressor (older barn)
 - Hot tub (house)
 - Tankless natural gas hot water heater plus newer redundant electric water heater
- Wood-burning fireplace in living room
- Pellet stove in basement
- Generator-ready
- New septic in 2021
- New roof with 50-year guarantee and replacement windows installed in 2014
- Central air (new condenser in 2019)
- Central vac
- Natural gas piped to home. Tankless gas water heater (2019); all piping already in place for gas clothes dryer and conversion to gas boiler for central heating; newer electric water heater included for redundancy.
- 80' X 120' lighted indoor riding arena; 20m X 60m outdoor dressage manège; round pen
- Six permanent pastures of varying sizes with run-in sheds, frost-free hydrants, and electric.

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- Two hayfields totaling 25 acres; approx. 17 acres of fenced pastures; 10 acres of permanent woods with trails; pond.
 - Dedicated horse barn with six stalls (four matted), including two double-sized foaling stalls with attached paddocks; full loft; tack room; feed room; separate full bathroom with bath/shower.
 - 3-car detached garage (one bay has electric opener)
 - Greenhouse with thermostatically controlled exhaust fan system
 - Mature orchard with approximately 20 apple, pear, plum, and peach trees.
 - Direct access to Edward G. Bevan Wildlife Management Area.
-
- New septic – 2021
 - New condenser for central air - 2019
 - New roof and windows - 2014
 - **Only \$100,000 Starting Bid!**
 - **Sale Subject to Seller Approval**

Date & Time

ONLINE ONLY AUCTION. Please bid early and often and understand that bidding begins to close on Wednesday, September 14, 2022, at 1:00 PM Eastern.

Property Inspection

Wednesday, September 7, 2022, 11:00 AM – 1:00 PM

Initial Escrow Deposit

\$25,000 by Federal wire transfer in U.S. (not an ACH Credit).

Closing

Within 30 days of Seller Approval, Sold "AS-IS" Condition, No Contingencies, Cash Sale.

Closing Title Agency

Foundation Title, LLC. has performed a title search on the property. **You can use your own to review the documents, however Foundation Title, LLC. will be the closing title company.**

Broker Participation

Although not required, if a buyer has been working with a Realtor, the Realtor must complete the broker participation form. For the Realtor to be compensated, broker forms must be completed and received by our office **no later than 1:00 pm on 9/13/2022, and all terms adhered to.**

Auctioneers Note

All information and dimensions were derived from sources believed to be correct but are not guaranteed. Buyers shall rely on their own information, judgment, and inspection of the

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property. All auction day announcements take precedence over any previously printed material or any other oral statements made.

Notes

- 1.
- 2.
- 3.

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Terms and Conditions

Please review this document ("Terms and Conditions") carefully. To be eligible to bid on the Property, a Bidder must sign their Acknowledgment and Acceptance of these General Terms and Conditions of Sale.

1. START / END DATES AND TIMES:

The Online Real Estate Auction ("Online Auction" or "Auction") shall begin on Thursday, September 8, 2022, at 10:00 AM ET and will end on Wednesday, September 14, 2022, at 1:00 PM ET.

2. ONLINE AUCTION REGISTRATION:

Registration is required to become a qualified and eligible online bidder ("Bidder"). To register, a prospective Bidder must:

(a) Complete the Online Bidder Registration Form providing Bidder's full name, company name, residence/business addresses with telephone numbers, cellular telephone number, facsimile number, email address, a copy of a State valid driver's license number or a valid passport, and the name(s) and / or entity in which the Bidder will take title to the Property.

(b) Bidders must wire into Foundation Title, LLC (the "Escrow / Settlement Agent"), via a Federal wire transfer in U.S. Funds (not an ACH Credit) a \$25,000 initial escrow deposit no later than Tuesday, September 13, 2022 at 1:00PM ET (twenty-four hours in advance of the Auction's end time of 1:00 PM ET on Wednesday, September 14, 2022). Contact Warner Real Estate & Auction Company for wiring instructions via email rich@warnerrealtors.com or call 856-769-4111, Ext. 710. All wired deposits must be verified by Warner Real Estate & Auction Company prior to being approved to bid.

(c) Complete the Return of Initial Escrow Deposit Form.

(d) Sign/Date/Time an acknowledgment that the Bidder has read and agrees to be bound by these General Terms and Conditions of Sale.

(e) Execute the Online Bidder Contract.

(f) Return the required four (4) executed documents to Warner Real Estate & Auction Company, 53 East Avenue, Woodstown, New Jersey, 08098; Facsimile: 856-769-1771; Email: rich@WarnerRealtors.com no later than 1:00 PM ET, Tuesday, September 13, 2022.

3. SUCCESSFUL BID, TOTAL PURCHASE PRICE (INCLUDES BUYER'S PREMIUM), ESCROW DEPOSIT, REAL ESTATE SALES CONTRACT/ADDENDUMS:

(a) If the Seller by and through Warner Real Estate & Auction Company ("Auctioneer") accepts a bid ("Successful Bid") for the Property, then the successful Bidder will be required to execute, as Buyer ("Buyer") (i) the Real Estate Sales Contract and its Addendums ("Contract"), which has been previously furnished to Bidder, immediately following the bidding and / or no later than the conclusion of the Online Auction, with no changes / exceptions (ii) initiate a wire transfer for an Additional Escrow Deposit equal to the difference between 10% of the Total Purchase Price and the Initial Escrow Deposit, to the Escrow / Settlement Agent, Foundation, Title LLC. Bidder will have no later than twenty-four (24) hours following the end of the Auction to execute and return the Contract and initiate the wire transfer. If the Successful Bidder does not initiate the wire for the Escrow Deposit as stated above and execute and return the Contract within twenty-four (24) hours from the end of the Auction, they will be considered in default and the \$25,000 initial escrow deposit will be forfeited and considered as liquidated damages.

(b) The amount of (i) the Successful Bid AND (ii) 7.5% of the Successful Bid ("Buyer's Premium"), added together, will be the Total Purchase Price ("Total Purchase Price") for the Property to be purchased by the Buyer under the Contract together with closing costs as further provided in the Contract.

4. CLOSING AND PAYMENT OF PURCHASE PRICE:

(a) The Closing ("Closing") will be on or before Friday, October 14, 2022. Seller shall only have the right to extend the Closing for an additional thirty (30) calendar days by providing written notice to the Buyer. The Closing will be coordinated and administered through the offices of the Escrow / Settlement Agent; Foundation Title, LLC; 57 Euclid Street, Woodbury, New Jersey 08096; Phone: 856-853-0083.

(b) The remaining balance of the Total Purchase Price will be due and payable by Buyer at Closing by Wire Transfer of immediately available funds, pursuant to written instructions from the Escrow Agent / Settlement Agent. Buyer shall receive credit for the Escrow Deposits which shall be released from escrow and applied by the Escrow Agent / Settlement Agent towards the Total Purchase Price at Closing.

(c) Time shall be of the essence as to Buyer's obligations in these General Terms and Conditions and as described in the Contract.

5. TITLE INSURANCE and ZONING:

(a) The Seller will provide, at the cost to Buyer, an Owner's Title Commitment and Policy on the Property through the Escrow / Settlement Agent. The Title Commitment and the Premium for the Owner's Title Policy shall be paid by the Buyer. The Commitment and Owner's Title Insurance Policy shall be issued by the Settlement Agent from Fidelity National Title Insurance Company.

(b) Except as provided for herein, it is understood and agreed that fee simple title to the Property is being sold to the Buyer without representation or warranty and subject to the Permitted Exceptions.

(c) The Seller will convey title by a General Warranty Deed ("Deed").

Purchaser Initials _____

(d) Title to the Property will be subject to the exceptions set forth in the proposed Commitment ("Permitted Exceptions"). Buyer agrees to take title to the Property subject to the Permitted Exceptions, among other matters as described in these General Terms and Conditions of Sale and in the Contract.

(e) Buyer agrees that the Property is subject to all laws, ordinances, codes, rules and regulations of applicable governmental authorities pertaining to the ownership, use and occupancy of the Property including, but not limited to, zoning, land use, building codes, homeowner association documents / fees, if any, and agrees to take title subject to such matters, and the following permitted exceptions: (i) all covenants, restrictions, easements and agreements of record now on the Property; (ii) all liens for unpaid municipal charges not yet due; (iii) the state of facts which would be shown by a current survey or inspection of the Property; (iv) any matter created by or through Buyer; (v) any title matters which Buyer has accepted or is deemed to have accepted as set forth in the Contract and (vi) such other matters that will not make the Property unusable or unmarketable for Residential purposes.

(f) Seller is not providing to Buyer any survey of the Property. In the event Buyer desires to obtain a survey of the Property, Buyer will be solely responsible to obtain, and pay for, such survey without reducing the proceeds of the Total Purchase Price payable to Seller at the Closing. Buyer shall not have the right to terminate the Contract based upon the results of the survey.

6. BUYER'S ACKNOWLEDGEMENTS:

(a) The sale of the Property is an "All Cash" transaction and shall not be subject to any contingencies or post due diligence.

(b) The Seller and Warner Real Estate & Auction Company and their representatives, attorneys, agents, and sub-agents assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and materials. The Seller and Warner Real Estate & Auction Company, and their representatives, attorneys, agents, and sub-agents, make no representation or guarantee as to the accuracy of the information herein contained or in any other property listing or advertising or promotional/publicity statements and materials. Neither Warner Real Estate & Auction Company, nor the Seller has any obligation to update this information. Neither Warner Real Estate & Auction Company nor the Seller, their Agents and Sub-Agents, attorneys, Escrow Agent / Settlement Agent, representatives, members, managers or affiliates has any liability whatsoever for any oral or written representations, warranties, or agreements relating to a Property except as is expressly set forth in the Contract.

(c) **The Property is sold in its "AS IS AND WHERE IS" condition, and with all faults and defects, with no representations or warranties, express or implied.** All Bidders are encouraged to inspect the Property prior to placing any bid at the Online Auction and the Successful Bidder, as Buyer, acknowledges that it has had a reasonable opportunity to inspect and examine all aspects of the Property and make inquiries of applicable governing authorities pertaining to such matters in connection with the Property as Buyer has deemed necessary or desirable prior to the Online Auction. Bidders should review all applicable zoning, land use, code compliance, environmental matters, physical condition, and any and all other governmental statutes, ordinances, rules, laws and regulations and do such other due diligence in advance of execution of this document and all of the accompanying documents in connection with the purchase of the Property ("Governing Documents"). Please review all Governing Documents carefully and seek the advice of an attorney.

(d) Competitive bidding is an essential element of an Online Auction sale, and such a sale should be conducted fairly and openly with full and free opportunity for competition among bidders. Any conduct, artifice, agreement, or combination the purpose and effect of which is to stifle fair competition and chill the bidding, is against public policy and will cause the sale to be set aside. Collusion / Bid Rigging is a Federal Felony punishable by imprisonment and fine. Warner Real Estate & Auction Company will report all illegal conduct to the F.B.I. and cooperate with any prosecution.

(e) The Property may be withdrawn from the Online Auction at any time without notice and is subject to prior sale.

(f) Seller, in its absolute sole discretion, reserves the right to amend, negotiate, modify, or add any terms and conditions to these General Terms and Conditions of Sale, the Contract and to announce such amendments, modifications, or additional terms and conditions at any time, including during this Online Auction.

(g) The highest bid shall be the Successful Bid only if same is acceptable to and accepted by Seller, by and through the Auctioneer via this Online Auction, and as evidenced by Seller and the Successful Bidder, as Buyer, each executing the Contract.

(h) Back-up bids will be recorded and received by Seller in Seller's absolute discretion. Should the Property not close with the Buyer or should the Buyer not comply with any term or condition of any document executed by Buyer in connection with the Property, the Seller will have the option, but not the obligation, to pursue back-up bids.

(i) **If you are unsure about anything regarding the Property or the Governing Documents, do not place a bid or participate in the Online Auction.** Review of the Governing Documents and all the terms and conditions as well as a review of the Property before making any bids is strongly recommended and you will be deemed to have done so on execution of these General Terms and Conditions of Sale.

(j) At the close of this Online Auction, upon the acceptance of the Purchaser's bid is an acknowledgment that such bid is the highest bid, at which time it became a binding agreement to purchase the Property. Whether such bid is accepted is subject to this Agreement, including any announcements/notices made by the Auctioneer. Thereafter, you may not withdraw your bid and you are obligated to execute the Contract.

(k) In the event a conflict exists between the Contract and the General Terms and Conditions of Sale, then, (i) prior to Buyer's execution and delivery of the Contract, the terms of the General Terms and Conditions of Sale shall govern and control

Purchaser Initials _____

and (ii) following Buyer's execution and delivery of the Contract, the terms of the Contract shall govern and control over the General Terms and Conditions of Sale.

7. ANNOUNCEMENTS / NOTICES:

All announcements/notices provided to the bidders shall supersede and take precedence over all previously written or printed material and any other oral statements made; provided however that the Auctioneer shall not be authorized to make any representation or warranty (express or implied) with respect to the Property. The Auctioneer has the sole and absolute discretion to make any announcements via this Online Auction, including but not limited any announcements that may amend or alter these Online Auction terms, conditions, or procedures that were previously set forth in written materials. In the event of a dispute over the bidding process, the Auctioneer shall make the sole and final decision and will have the right either to accept or reject the final bid or re-open the bidding.

8. DEFAULT:

If the Buyer fails to comply with any of these General Terms and Conditions of Sale, the Seller shall retain the required Initial and Additional Escrow Deposits, which shall be considered fully earned and non-refundable, under this Agreement and / or the Contract as liquidated damages and not as a penalty. The Escrow Agent / Settlement Agent must immediately release the Initial and Additional Escrow Deposits upon request of the Seller. Buyer acknowledges and understands that this provision is enforceable and shall not be deemed a penalty because the damages are not readily ascertainable and generally impossible to calculate under the circumstances. Upon Default and notice of same by Seller to Escrow Agent / Settlement Agent, Buyer understands and agrees to the immediate release of the Initial and Additional Escrow Deposit funds to the Seller by Escrow Agent / Settlement Agent without the requirement of further documentation or consent from Buyer. Warner Real Estate & Auction Company and the Seller also reserve the right to immediately put the Property up for sale again. These remedies are in addition to any other remedies, including specific performance and/or additional money damages that the Seller and/or Warner Real Estate & Auction Company may have in equity or at law.

9. REPRESENTATIONS:

All information was derived from sources believed to be correct but is not guaranteed. Bidders shall rely entirely on their own information, judgment, and inspection of the Property and records. Neither the Seller nor Warner Real Estate & Auction Company, its Agents and Sub-Agents makes any representation or warranties as to the accuracy or completeness of any information provided. All sizes, dimensions, drawings are approximations only.

10. BROKER PARTICIPATION:

Two Percent (2%) of the Final Bid Price will be paid to a qualified Licensed Real Estate Broker ("Broker") whose registered Buyer's offer is accepted by the Seller and closes on the Property, provided the Broker is not prohibited by law from being paid such commission. To qualify for a commission, the Broker must first register their prospect on the MANDATORY REAL ESTATE BUYER BROKER PARTICIPATION REGISTRATION form. The form must be received by the office of Warner Real Estate & Auction Company no later than 1:00 PM, ET Tuesday, September 13, 2022. This registration MUST be sent to Warner Real Estate & Auction Company, 53 East Avenue, Woodstown, NJ 08098. Brokers may fax their broker registration(s) to 856-769-1771 or email to Warner Real Estate & Auction Company has been paid in full. Brokers are not required to attend the Closing. If a Broker has not met all of these requirements, no commission will be paid to the Broker, even if the Broker's prospect purchases the Property. No oral registrations will be accepted. Under no circumstances whatsoever will any commission be paid if the sale does not close for any reason.

11. FINAL BID PRICE:

The final bid price for the Property shall be determined by competitive bidding at the Auction. The Property is being sold to the highest bidder with the highest bid being subject to the Seller's final approval and acceptance of price, plus the seven and one half percent (7.5%) Buyer's Premium and is subject to the terms and conditions of the Governing Documents.

12. ACKNOWLEDGMENT AND ACCEPTANCE:

The Undersigned Bidder acknowledges receipt of a copy of these General Terms and Conditions of Sale and having read and understood the provisions set forth therein, accepts same and agrees to be bound thereby. Facsimile or electronic signatures will be treated and considered as original.

13. INDEMNIFICATION:

Buyer shall defend, indemnify, and hold harmless Seller, the Auctioneer, Warner Real Estate & Auction Company, their officers, directors, employees, and agents, from and against any and all claims, demands, causes of action, costs, liabilities, losses, damages, and expenses (including reasonable attorneys and expert witness fees and expenses) (collectively, "Claims"), and by whomever brought, to the extent arising out of or in any way related to (i) the sale of, (ii) the performance of the parties' obligations under this Agreement; (iii) the physical condition and quality (and express or implied representations regarding such condition and quality) of the Property or any portion thereof, (iv) any breach of these General Terms and Conditions of Sale, Governing Documents, or the Contract; (v) any claim arising from the sale of the Property; (vi) any claim arising from Buyer's participation in the Online Auction; or (vii) any other act, omission or representation by Buyer.

14. HOLD HARMLESS:

Warner Real Estate & Auction Company cannot, and will not, be held responsible for any interruption in service, bidding extension times, errors, and/or omissions, caused by any means, therefore they cannot guarantee continual, uninterrupted or error free

Purchaser Initials _____

service as the website could be interfered with by means out of Warner Real Estate & Auction Company's control. Bidder acknowledges that this Online Auction is conducted electronically and relies on hardware and software that may malfunction without warning. Warner Real Estate & Auction Company may void any sale, temporarily suspend bidding, extend bidding times and/or re-sell the Property that was affected by any malfunction. The decision of Warner Real Estate & Auction Company is final.

15. GOVERNING LAW / JURISDICTION / VENUE:

This Agreement shall be construed, enforced and governed by the laws of the State of New Jersey, without regard to choice of law and similar doctrines. The parties consent to jurisdiction in the State of New Jersey and venue, for any litigation arising out of this Agreement.

16. WAIVER OF JURY TRIAL:

EACH PARTY TO THIS AGREEMENT HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON THIS AGREEMENT OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER AGREEMENT CONTEMPLATED AND EXECUTED IN CONNECTION HEREWITH, OR ANY COURSE OF DEALING, COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

17. ATTORNEY'S FEES:

If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret any provision or provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, whether at the trial court and appellate level, in addition to all other costs associated with the action whether or not the action advances to judgment, in addition to any other relief to which that party may be entitled.

18. ENTIRE AGREEMENT:

This Agreement embodies the entire agreement between the parties relative to the subject matter, and there are no oral or written agreements between the parties, or any representations made by either party relative to the subject matter, which are not expressly set forth herein. To the extent that any of the terms or provisions contained herein differs or conflicts with those contained within the Contract, the Contract shall control.

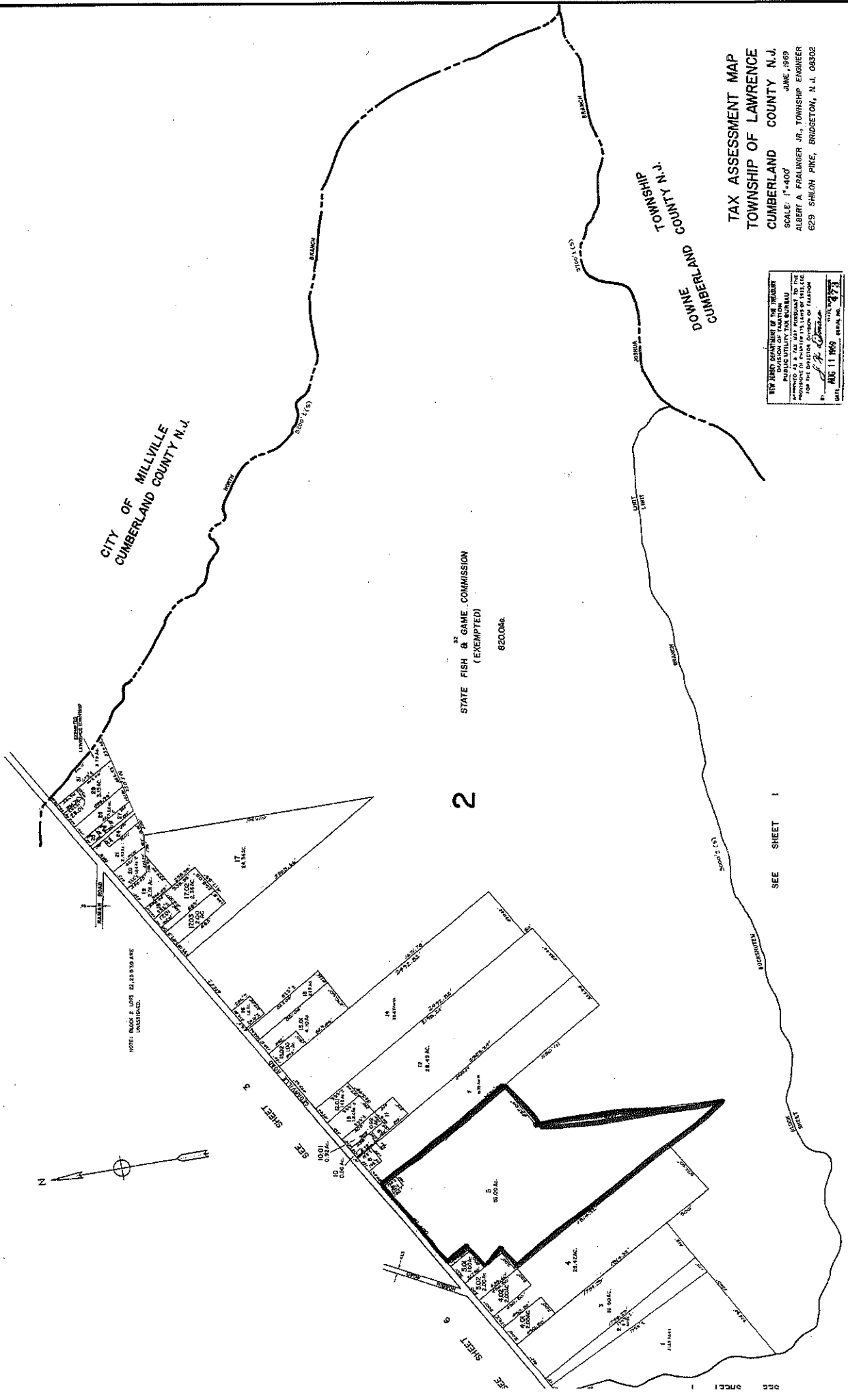
THE BIDDER ACKNOWLEDGES AND AGREES THAT THE BIDDER HAS READ ALL OF THE TERMS AND CONDITIONS AND EACH OF THE TERMS AND CONDITIONS CONTAINED IN THE GOVERNING DOCUMENTS AND AGREES TO BE BOUND TO SAME BY BIDDER'S SIGNATURE BELOW.

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Bidder's Signature
Time

Date

Purchaser Initials _____



TAX ASSESSMENT MAP
 TOWNSHIP OF LAWRENCE
 CUMBERLAND COUNTY N.J.
 SCALE: 1"=400'
 ALBERT A. FRALINGER, JR., TOWNSHIP ENGINEER
 629 SHILOH PIKE, BRIDGETON, N. J. 08302

NEW JERSEY DEPARTMENT OF TREASURY
 DIVISION OF TAXATION
 PUBLIC UTILITY TAX BUREAU
 100 STATE STREET, 17TH FLOOR
 TREASURY BUILDING, PHILADELPHIA, PA. 19103
 FOR THE DIVISION OF TAXATION
 AUG 11 1969
 177

CITY OF MILLVILLE
 CUMBERLAND COUNTY N.J.

STATE FISH & GAME COMMISSION
 (EXEMPTED)
 820.0Ac.

DOWNE
 CUMBERLAND COUNTY N.J.

SEE SHEET 1

2

SEE SHEET 3

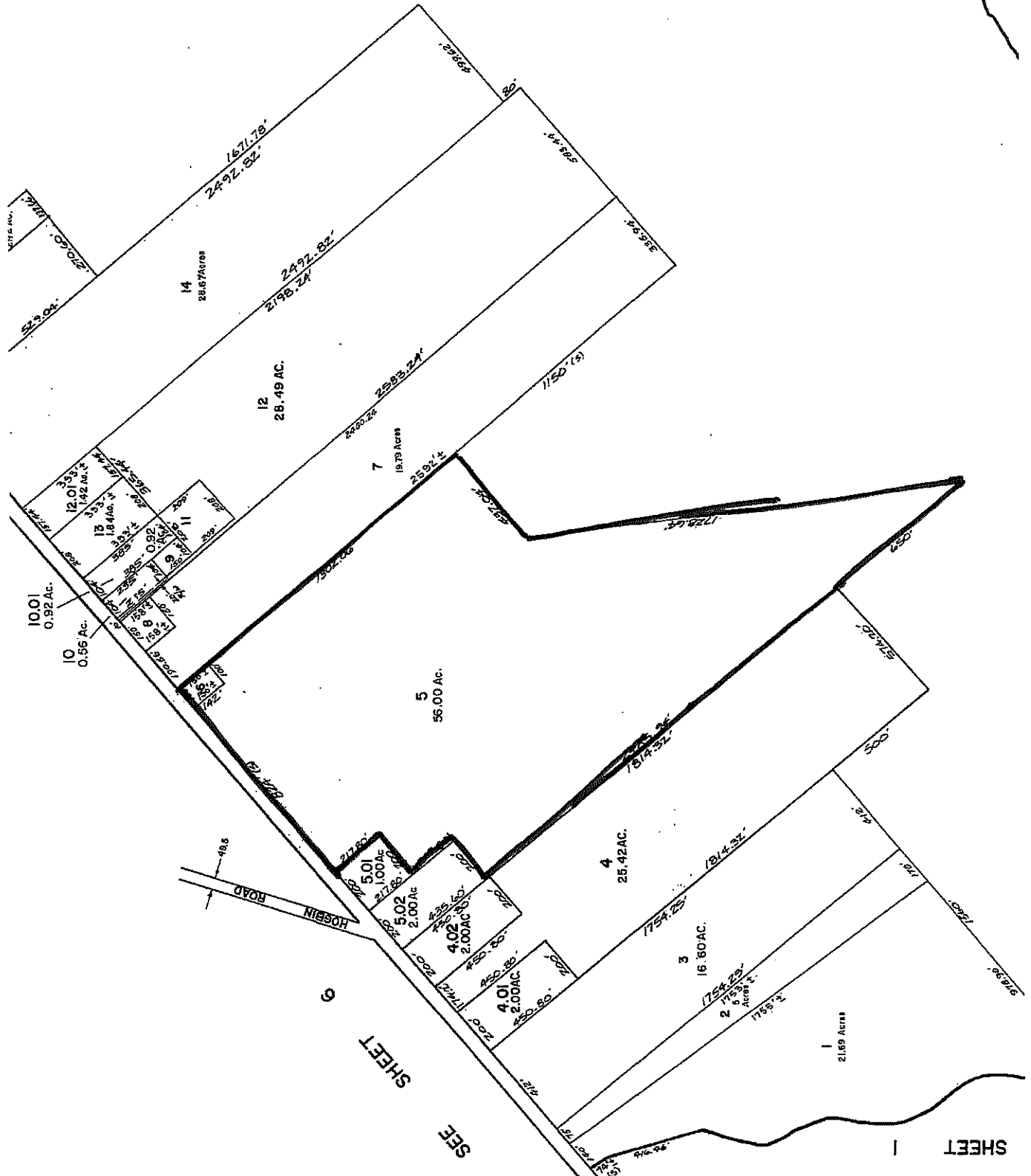
SEE SHEET 6



NOTE: BLACK & WHITE 21.25 X 30 ARE
 DIMENSIONS.

50000' (15)

2



1754.25' CP-CUR

52.30'

14
28.67 Acres

12
28.49 AC.

7
19.79 Acres

10.01
0.92 AC.

10
0.56 AC.

5
56.00 AC.

4
25.42 AC.

3
16.80 AC.

2
7.53 Acres

1
21.69 Acres

HOGGIN ROAD

SEE SHEET 1

SHEET 2

Zoning Map

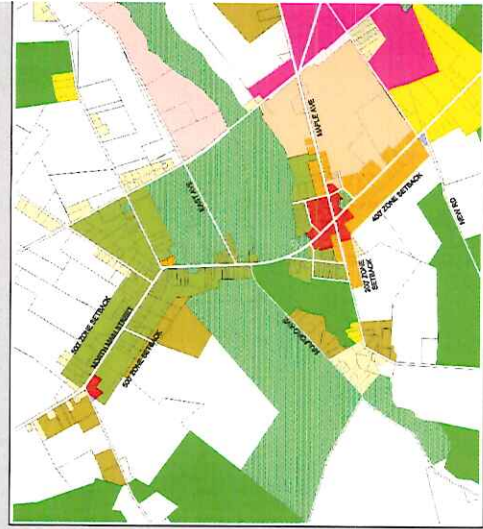
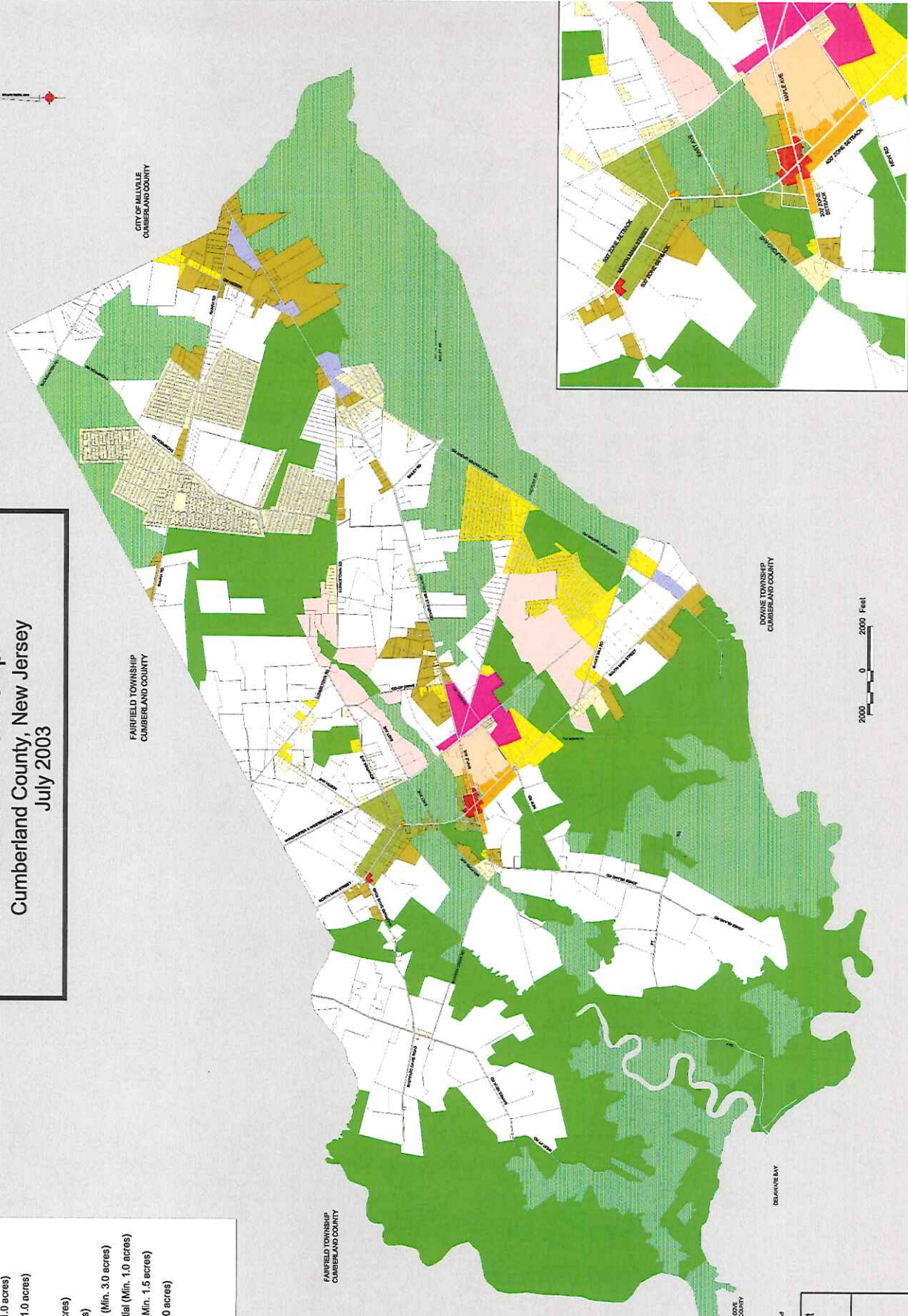
Lawrence Township

Cumberland County, New Jersey

July 2003

LEGEND

VB	Village Business
VI	Village Industrial/Commercial
VMU	Village Mixed Use (Min. 1.0 acres)
VR	Village Residential (Min. 1.0 acres)
P	Public
C	Conservation (Min. 5.0 acres)
A	Agriculture (Min. 3.0 acres)
RC	Residential Conservation (Min. 3.0 acres)
R-1	Medium Density Residential (Min. 1.0 acres)
R-2	Low Density Residential (Min. 1.5 acres)
R-3	Rural Residential (Min. 2.0 acres)
B-1	Neighborhood Business
M-1	Industrial



Map No. 03-01: This map is a reproduction of the original map, dated 07/2003. The original map was created by Fralinger Engineering PA in March 2003. The original map is the property of Fralinger Engineering PA and is not to be used for any other purpose without the written consent of Fralinger Engineering PA.

Frailinger Engineering PA
 1000 North 10th Street
 Suite 100
 Fralinger, PA 17036
 Phone: 717-233-1111
 Fax: 717-233-1112
 E-mail: info@fralinger.com

Frailinger Engineering PA
 1000 North 10th Street
 Suite 100
 Fralinger, PA 17036
 Phone: 717-233-1111
 Fax: 717-233-1112
 E-mail: info@fralinger.com

**Township of Lawrence Schedule of District Regulations
R-3 - Rural Residence Zoning District**

In each district, only the uses listed below shall be permitted by right. All uses in the following list other than detached, single-family dwellings, general purpose agriculture and normally incidental uses thereto, shall be subject to site plan review requirements in addition to complying with other applicable requirements. See Notes at the end of schedule, p. 2.

Permitted Uses	Minimum Lot Sizes				Depth (feet)	Minimum Yard			Height (feet)	Maximum	
	Area (sq. ft. or acres)	Width (feet)	Front	Side		Rear	Building	Lot Coverage		Other	
A. Principal Uses:											
1. General purpose agriculture	3.0 ac.	200	50	25	300	50	25	50	35	15	15
2. Water, forest, wildlife conservation areas and uses including trailheads	5.0 ac.	300	100	50	300	50	50	50	35	15	15
3. Parks, playgrounds, and similar open space or recreational uses	3.0 ac.	200	50	50	300	50	50	50	35	15	15
4. Public education, civic and cultural uses	3.0 ac.	200	50	30	300	50	30	50	35	25	25
5. Farm	6.0 ac.	200	50	25	300	50	25	50	35	15	15
6. Single-family, detached dwelling	2.0 ac.	200	50	30	200	50	30	40	35	15	15
7. Church or place of worship	3.0 ac.	200	50	40	300	50	40	40	35	20	25
B. Conditional uses, as permitted in accordance with the conditional use review procedure, § 5.7, as well as site plan review requirements.											
1. Agricultural employee housing as per § 13.1.	3.0 ac.	200	100	100	300	100	100	100	35	15	15
2. Farming business as per § 13.4	50.0 ac	300	100	300	500	100	300	300	35	15	10
3. Temporary use of a mobile home as per § 12.12	N/A	N/A	25	20	N/A	25	20	20	N/A	N/A	N/A
4. Essential service as per § 13.3											
5. Studio or workshop as per § 13.17	N/A	-	50	20	-	50	20	30	30	1	2
C. Accessory uses, located on the same lot with and normally incidental and accessory to a permitted principal or conditional use.											
1. Any use or structure normally incidental and accessory to a permitted principal or conditional use.										Additional Coverage Permitted	
2. Swimming pools as per § 12.10			50	20		50	20	30	35	5	5
3. Fences, walls and hedges as per § 12.1			50	20		50	20	30	10	2	3
4. Off-street parking and loading areas as §§ 12.6 & 7											
5. Yard sales as per § 13-19											
6. Keeping of animals as per § 12.5											
7. Home occupation as per § 12.4A											
8. Windmills, energy conservation devices and private communications facilities as per § 13.18											

NOTES:

1. If not shown in the above schedule or within the relevant chapter text cited, all minimum and maximum dimensions related to any use listed shall

Township of Lawrence Schedule of District Regulations
R-3 -- Rural Residence Zoning District

NOTES:

1. be determined by the Planning Board.
2. N/A means Not Applicable.
3. All structures including on-site septic systems shall be located no less than 200 feet from the centerline of any stream as per § 9.4.
4. Tree cutting, harvesting, clearing or wood cutting shall be accordance with the provisions of § 12.2.

**Township of Lawrence Schedule of District Regulations
B-1 - Neighborhood Business Zoning District**

In each district, only the uses listed below shall be permitted by right. All uses in the following list other than detached, single-family dwellings, general purpose agriculture and normally incidental uses thereto, shall be subject to site plan review requirements in addition to complying with other applicable requirements. See Notes at the end of schedule.

Permitted Uses	Minimum Lot Sizes			Minimum Yard			Maximum		
	Area (sq. ft. or acres)	Width (feet)	Depth (feet)	Front	Side	Rear	Height (feet)	Building	Lot Coverage Other
A. Principal Uses:									
1. General purpose agriculture	3.0 ac.	200	300	50	25	50	35	15	15
2. Conservation uses including trailheads	5.0 ac.	200	400	100	50	50	35	15	15
3. Parks, playgrounds, and similar open space or recreational uses	3.0 ac.	200	300	50	50	50	35	15	15
4. Public education, civic and cultural uses	3.0 ac.	200	300	50	30	50	35	25	25
5. Single-family, detached dwelling	2.0 ac.	200	300	40	30	40	35	15	15
6. Retail and personal service business	2.0 ac.	200	300	40	30	40	35	15	20
7. Professional or business office, branch bank, insurance or real estate office or similar type uses.	2.0 ac.	200	300	40	30	30	35	15	25
8. Churches and places of worship	3.0 ac.	300	300	50	50	50	35	20	30
9. Day care center or facility.	2.0 ac.	200	300	40	30	40	35	10	20
10. Low intensity restaurant, café or coffee shop	2.0 ac.	200	300	40	40	40	35	15	25
11. Private educational institutions, libraries and museums	5.0 ac.	250	300	50	50	50	35	20	25
12. Landscaping or garden center	3.0 ac.	250	400	50	50	50	35	10	20
13. Civic or fraternal organization halls	3.0 ac.	250	400	50	50	50	35	20	30
B. Conditional uses, as permitted in accordance with the conditional use review procedure, § 5.7, as well as site plan review requirements.									
1. Planned commercial center as per § 13.10	3.0 ac.	300	400	50	50	50	35	30	35
2. Essential service as per § 13.3	-	-	-	50	30	30	30	15	25
3. Studio or workshop as per § 13.17	-	-	-	50	30	30	N/A	5	5
4. Home commercial business as per § 12.4A	-	-	-	30	30	30	-	-	-
5. Temporary use of a mobile home as per § 12.12	-	-	-	30	30	30	-	-	-
6. Windmills, energy conservation devices and private communications facilities as per § 13.18	-	-	-	-	-	-	-	1	1
7. Local communications facility as per § 13.8	-	-	-	100	100	100	-	2	1
8. Roadside stand or artisan's display as per § 13.15	-	-	-	-	-	-	35	6	4
9. Commercial use-related dwelling as per § 13.2	-	-	-	40	30	40	-	-	-
C. Accessory uses, located on the same lot with and normally incidental and accessory to a permitted principal or conditional use.									
1. Any use or structure normally incidental and accessory									

**Township of Lawrence Schedule of District Regulations
B-1 - Neighborhood Business Zoning District**

Permitted Uses	Minimum Lot Sizes					Minimum Yard			Maximum	
	Area (sq. ft. or acres)	Width (feet)	Depth (feet)	Front	Side	Rear	Height (feet)	Building	Other	Lot Coverage
Accessory uses continued... to a permitted principal or conditional use. 2. Swimming pools as per § 12.10 3. Fences, walls and hedges as § 12.1 4. Signs as per § 12.9 5. Off-street parking and loading areas as per § 12.6 & 7 6. Yard sales as per § 13.19 7. Home occupation as per § 12.4A 8. Keeping of animals as per § 12.5				50 50	30 30	40 40	35 10	5 2	5 3	

NOTES:

1. If not shown in the above schedule or within the relevant chapter text cited, all minimum and maximum dimensions related to any use listed shall be determined by the Planning Board.
2. N/A means Not Applicable.
3. All structures including on-site septic systems shall be located no less than 200 feet from the centerline of any stream as per § 9.4.
4. Tree cutting, harvesting, clearing or wood cutting shall be accordance with the provisions of § 12.2.
5. Regardless of the above noted permitted coverage percentage, properties located within the jurisdiction of the Coastal Areas Facilities Review Act, shall be subject to the maximum coverage set by said regulations promulgated.

Prepared out of State.
Return to:

Tax Map: Block 2, Lot 5, Qualification T01

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

Facilities: 879514
Street Address: 3187 Cedarville Road
City: Millville
County: Cumberland
State: New Jersey

between

GLOBAL SIGNAL ACQUISITIONS IV LLC,
a Delaware limited liability company ("GSA IV")

and

JOHN S. HEFFNER and wife, LORETTA A. DAMRON
(collectively, "Grantor")

BU 879514
Farmingdale (SSUSA)
PPAB 5418798v4

GRANT OF EASEMENT AND ASSIGNMENT OF LEASE

THIS GRANT OF EASEMENT AND ASSIGNMENT OF LEASE (the "Easement") is made effective this ____ day of _____, 2020, by and between JOHN S. HEFFNER and wife, LORETTA A. DAMRON (collectively, "Grantor"), and GLOBAL SIGNAL ACQUISITIONS IV LLC, a Delaware limited liability company ("GSA IV"). All references herein to "Grantor" and "GSA IV" shall include their respective heirs, representatives, successors, and assigns.

1. **Description of Grantor's Property.** Grantor is the owner of that certain land and premises in Cumberland County, New Jersey. The description of said property is attached hereto as Exhibit "A" (hereinafter "Grantor's Property").

2. **Description of Easement.** For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, Grantor grants and conveys unto GSA IV, its successors and assigns, forever, an exclusive, perpetual easement for the use of a 2,500 square foot portion of Grantor's Property (the "Easement Area"), as such Easement Area is more particularly shown as the "Tower Easement" on Exhibit "B" and described as the "Tower Easement" by metes and bounds in Exhibit "C" attached hereto. Grantor also grants to GSA IV, its successors and assigns, as part of this Easement, an exclusive, perpetual right-of-way for ingress and egress, seven days per week, twenty-four hours per day, on foot or motor vehicle, including trucks, along a twenty (20) foot wide right-of-way extending from the nearest public right-of-way, together with the right to install, replace and maintain utility wires, fiber, poles, cables, conduits and pipes (the "Access Easement"), as is more particularly shown as the "Access/Utility Easement" on Exhibit "B" and described as the "Access/Utility Easement" by metes and bounds in Exhibit "C" (hereinafter the term "Easement Area" shall be deemed to also include the Access Easement unless stated to the contrary). Maintenance of the Access Easement shall in all respects be the responsibility of GSA IV and Grantor shall have no responsibility therefor; provided that GSA IV shall only be required to maintain the Access Easement to the extent it determines that any maintenance is required for GSA IV's use of same. Also, Grantor hereby grants to GSA IV, its successors and assigns a non-exclusive construction and maintenance easement over any portion of Grantor's Property that is reasonably necessary, in GSA IV's discretion (the "Maintenance Easement"), for any construction, repair, maintenance, replacement, demolition and removal related to the Permitted Use (defined below) including storing and staging of equipment and materials on a temporary basis during periods of construction. GSA IV shall notify Grantor as far in advance as reasonably practicable of the need to utilize the Maintenance Easement and shall work cooperatively with Grantor to minimize disruption to the Grantor, having regard to the nature of Grantor's Property as a working farm. GSA IV shall restore the Maintenance Easement to its original condition following its use by GSA IV, reasonable wear and tear excepted, and shall compensate Grantor for crop losses, if any, attributable to GSA IV's use of the Maintenance Easement.

3. **Easement Area.** The Easement Area shall be used exclusively for (i) constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, fencing, cabinets, meter boards, buildings, antennas, cables, fiber, and equipment and (ii) uses incidental thereto, including without limitation, testing of any kind, and equipment to accommodate new technologies or future innovations for GSA IV's use and the use of its lessees, licensees, invitees, and/or sub-easement holders (the "Permitted Use"). It is the intent of the parties that GSA IV's communications facilities shall not constitute a fixture. Grantor acknowledges that Grantor has no right to object to or approve any improvements to be constructed by GSA IV on the Easement Area which are consistent with the Permitted Use. If requested by GSA IV, Grantor will execute, at GSA IV's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Easement Area, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by GSA

IV in GSA IV's absolute discretion to utilize the Easement Area for the Permitted Use. Grantor agrees to be named applicant if requested by GSA IV. In furtherance of the foregoing, Grantor hereby appoints GSA IV as Grantor's attorney-in-fact to execute all land use applications, permits, licenses and other approvals on Grantor's behalf. Grantor shall be entitled to no further consideration with respect to any of the foregoing matters. Grantor shall take no action that would adversely affect the status of the Easement Area with respect to the Permitted Use.

4. **Perpetual Easement.** This Easement and GSA IV's rights and privileges hereunder shall be perpetual and may be terminated only as provided for herein.

5. **GSA IV's Right to Terminate.** GSA IV shall have the unilateral right to terminate this Easement for any reason upon providing written notice of such termination to Grantor. In the event of termination of this Easement, GSA IV shall, within a reasonable time, but in no case, longer than 180 days from termination of this Easement, remove its building(s), tower and above ground property and restore the surface of the Easement Area to its original condition, reasonable wear and tear expected.

6. **Hazardous Materials.**

(a) GSA IV shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, GSA IV shall indemnify and hold Grantor and Farm Credit East, ACA ("FCE") (to the extent of its interest in the Easement Area) harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on the Easement Area if caused by GSA IV or persons acting under GSA IV. GSA IV shall execute such affidavits, representations and the like from time to time as Grantor may reasonably request concerning GSA IV's best knowledge and belief as to the presence of Hazardous Materials within the Easement Area.

(b) Grantor shall not (either with or without negligence) cause or permit the use, storage, generation, escape, disposal or release of any Hazardous Materials in any manner not sanctioned by law. In all events, Grantor shall indemnify and hold GSA IV harmless from any and all claims, damages, fines, judgments, penalties, costs, liabilities or losses (including, without limitation, any and all sums paid for settlement of claims, attorneys' fees, and consultants' and experts' fees) arising from the presence or release of any Hazardous Materials on Grantor's Property unless caused by GSA IV or persons acting under GSA IV. Grantor shall execute such affidavits, representations and the like from time to time as GSA IV may reasonably request concerning Grantor's best knowledge and belief as to the presence of Hazardous Materials on Grantor's Property.

(c) For purposes of this Easement, the term "Hazardous Materials" means any substance which is (i) designated, defined, classified or regulated as a hazardous substance, hazardous material, hazardous waste, pollutant or contaminant under any Environmental Law, as currently in effect or as hereafter amended or enacted, (ii) a petroleum hydrocarbon, including crude oil or any fraction thereof and all petroleum products, (iii) PCBs, (iv) lead, (v) asbestos, (vi) flammable explosives, (vii) infectious materials, or (viii) radioactive materials. "Environmental Law(s)" means the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., and the Clean Water Act, 33 U.S.C. Sections 1251, et seq., as said laws have been supplemented or amended to date, the regulations promulgated pursuant to said laws and any other federal, state or local law,

statute, rule, regulation or ordinance which regulates or proscribes the use, storage, disposal, presence, clean-up, transportation or release or threatened release into the environment of Hazardous Materials.

7. **Insurance.** At all times, GSA IV, at its sole expense, shall obtain and keep in force insurance which may be required by any federal, state or local statute or ordinance of any governmental body having jurisdiction over the operation of GSA IV's business upon the Easement Area. At a minimum, said insurance shall include Commercial General Liability coverage in an amount not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and shall name Grantor and FCE (to the extent it has an interest in the Easement Area) as additional insureds on the policy. The required limits recited herein may be met by primary and excess or umbrella policies covering other locations. GSA IV shall provide Grantor with a copy of the certificate of insurance evidencing this insurance coverage following Grantor's written request, but not more than once per calendar year.

8. **Removal of Obstructions.** GSA IV has the right to remove obstructions, including but not limited to vegetation, which may encroach upon, interfere with or present a hazard to GSA IV's use of the Easement Area.

9. **Assignment of Lease Agreement.** The parties hereby acknowledge that certain PCS Site Agreement dated January 16, 2001, originally by and between Sprint Spectrum L.P., a Delaware limited partnership, as lessee, and Lynn Cyron, as predecessor in interest to Grantor, as lessor (as amended or assigned, the "Lease Agreement"), a memorandum of which is recorded in Book 2490, Page 267 in the Cumberland County Clerk's Office ("Clerk's Office"). The Lease Agreement was amended by that Amendment to PCS Site Agreement dated September 26, 2003, and by that Second Amendment to PCS Site Agreement dated January 20, 2017, a memorandum of which is recorded in Book 4150, Page 6871 in the Clerk's Office. Grantor hereby assigns to GSA IV all of Grantor's right, title and interest in the Lease Agreement, including but not limited to, the right to amend the Lease Agreement: (i) to extend the term length; (ii) to increase the size of the leased premises within the Easement Area; and/or (iii) in any other manner deemed necessary by GSA IV, but at all times subject to and limited by the terms and conditions of this Easement. GSA IV hereby indemnifies and agrees to hold Grantor harmless of and from any and all claims, actions and damages (including court costs and reasonable attorneys' fees) arising after the date of this Easement and brought against or suffered by Grantor by reason of any default, or breach by GSA IV, of the obligations imposed upon GSA IV as the successor to Grantor under the Lease Agreement by virtue of this Easement. Grantor hereby indemnifies and agrees to hold GSA IV harmless of and from any and all claims, actions and damages (including court costs and reasonable attorneys' fees) brought against or suffered by GSA IV by reason of any default, or breach by Grantor of the obligations imposed under the Lease Agreement arising from actions or occurrences that occurred on or before the date of this Easement. If necessary for recording or if requested by GSA IV in its sole discretion, this section shall be removed from this Easement and the parties will execute a separate Assignment of Lease Agreement to be prepared on GSA IV's standard form."

10. **Right of First Refusal.** If Grantor receives a bona fide offer from any person or entity that owns, or is in the business of acquiring, interests in towers or other wireless telecommunications facilities, to purchase all or any portion of the Easement Area, whether separate or as part of a larger parcel of property (a "ROFR Offer"), GSA IV shall have the right of first refusal to meet such ROFR Offer on the same terms and conditions of such ROFR Offer. If GSA IV fails to meet such ROFR Offer within thirty (30) days after written notice thereof from Grantor, Grantor may sell that property or portion thereof to such third person in accordance with the terms and conditions of the ROFR Offer, which sale shall be under and subject to this Easement and GSA IV's rights hereunder. If GSA IV fails or declines to exercise its right of first refusal as hereinabove provided, then this Easement shall continue in full force and effect, and GSA IV's right of first refusal shall survive any such sale and conveyance and shall remain effective with respect to any subsequent ROFR Offer.

11. Real Estate Taxes. Grantor shall pay all real estate taxes on Grantor's Property; provided GSA IV agrees to reimburse Grantor for any documented increase in real estate taxes levied against Grantor's Property that are directly attributable to the presence of wireless communications facilities within the Easement Area. Grantor agrees to provide GSA IV any documentation evidencing the increase and how such increase is attributable to GSA IV's use. GSA IV reserves the right to challenge any such assessment, and Grantor agrees to cooperate with GSA IV in connection with any such challenge. In the event that Grantor fails to pay all real estate taxes on Grantor's Property prior to such taxes becoming delinquent, GSA IV may, at its option, pay such real estate taxes (the "Delinquent Taxes") and GSA IV shall have the right to collect the Delinquent Taxes from Grantor together with interest on the Delinquent Taxes at the rate of 12% per annum (calculated from the date GSA IV pays the Delinquent Taxes until Grantor repays such sums due to GSA IV) and shall have a lien against Grantor's Property with respect thereto. Notwithstanding any language in this section to the contrary, GSA IV shall not be obligated to reimburse the Grantor for any applicable taxes unless Grantor requests such reimbursement within one (1) year after the date such taxes became due. Notwithstanding the foregoing, the Easement Area (not including the Access Easement) is currently a separately assessed tax parcel of Lawrence Township, Cumberland County and Grantor and GSA IV shall coordinate to have the tax bill sent directly to GSA IV and GSA IV shall pay the taxes directly to the taxing authority prior to delinquency.

12. Waiver of Subrogation. The parties hereby waive any and all rights of action for negligence against the other which may hereafter arise on account of damage to the Easement Area or any other portion of Grantor's Property, including improvements and personal property located thereon, resulting from any fire or other casualty of the kind covered by property insurance policies with extended coverage regardless of whether or not, or in what amount, such insurance is now or hereafter carried by the parties.

13. Enforcement.

(a) In the event Grantor fails to cure any violation of the terms of this Easement within thirty (30) days after written notice from GSA IV, GSA IV shall have the right to injunctive relief, to require specific performance of this Easement, to collect damages from Grantor, and to take such actions as may be necessary in GSA IV's discretion to cure such violation and charge Grantor with all reasonable costs and expenses incurred by GSA IV as a result of such violation (including, without limitation, GSA IV's reasonable attorneys' fees). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof.

(b) In the event GSA IV fails to cure any violation of the terms of this Easement within thirty (30) days after written notice from Grantor, Grantor shall have the right to injunctive relief, to require specific performance of this Easement, and to pursue an action for damages (including, without limitation, Grantor's reasonable attorneys' fees and all reasonable costs and expenses incurred by Grantor as a result of such violations). All rights and remedies provided under this Easement are cumulative and may be pursued singularly, in any combination, and in any order. The failure to enforce any of the terms and provisions contained herein shall in no event be deemed to be a waiver of the right to thereafter strictly enforce the terms and provisions hereof. Notwithstanding anything to the contrary in this Easement, in no event may Grantor terminate this Easement as a result of GSA IV's failure to cure any violation of the terms contained herein; however, such violation remaining uncured beyond any applicable cure period shall entitle Grantor to any monetary damages allowed by law.

14. Limitation on Damages. In no event shall either party be liable to other for consequential, indirect, speculative or punitive damages in connection with or arising from this Easement.

15. **Hold Harmless.** GSA IV hereby indemnifies, holds harmless, and agrees to defend Grantor against all damages asserted against or incurred by Grantor by reason of, or resulting from: (i) the breach by GSA IV of any representation, warranty, or covenant of GSA IV contained herein or (ii) any negligent act or omission of GSA IV, excepting however such damages as may be due to or caused by the acts of Grantor or its agents. Grantor hereby indemnifies, holds harmless, and agrees to defend GSA IV against all damages asserted against or incurred by GSA IV by reason of, or resulting from: (i) the breach by Grantor of any representation, warranty, or covenant of Grantor contained herein or (ii) any negligent act or omission of Grantor, excepting however such damages as may be due to or caused by the acts of GSA IV or its agents.

16. **Grantor's Covenant of Title.** Grantor covenants (a) Grantor has the right and authority to grant this Easement; (b) that subject to the terms and conditions of this Easement, GSA IV shall have quiet possession, use and enjoyment of the Easement Area; and (c) that Grantor shall execute such further assurances thereof as may be required.

17. **Non-Interference.** Grantor shall not permit (i) the construction, installation or operation of any communications facilities that emit radio frequencies on Grantor's Property other than communications facilities constructed, installed and/or operated on the Easement Area pursuant to this Easement or the Lease Agreement or (ii) any condition on Grantor's Property which interferes with GSA IV's Permitted Use. Each of the covenants made by Grantor in this Section is a covenant running with the land for the benefit of the Easement Area and shall be binding upon Grantor and each successive owner. Notwithstanding the foregoing, nothing herein shall be deemed to prohibit Grantor from installing facilities for telephone, video and data transmission or other electronic services and facilities which are customary or incidental for residential, commercial and industrial buildings, provided that (a) such equipment does not interfere with the equipment and facilities located within the Easement area, and (b) all such facilities and operations comply with all non-interference rules of any and all federal, state and local laws, including without limitation the Federal Communications Commission.

18. **Eminent Domain.** If the whole or any part of the Easement Area shall be taken by right of eminent domain or any similar authority of law, the entire award for the value of the Easement Area and improvements so taken shall belong to the GSA IV.

19. **Grantor's Property.** Grantor shall not do or permit anything that will interfere with or negate any special use permit or approval pertaining to the Easement Area or cause any communications facilities on the Easement Area to be in nonconformance with applicable local, state, or federal laws. Grantor covenants and agrees that it shall not subdivide Grantor's Property in any manner that will adversely affect the Easement Area's compliance (including any improvements located thereon) with applicable laws, rules, ordinances and/or zoning, or otherwise adversely affects GSA IV's ability to utilize Grantor's Property for the Permitted Use.

20. **Applicable Law.** This Easement and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State where the Easement is located. The parties agree that the venue for any litigation regarding this Easement shall be in the state where the Easement Area is located.

21. **Notices.** All notices hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, or (iii) certified or registered mail, postage prepaid, return receipt requested. Notices may also be given by facsimile transmission, provided that the notice is concurrently given by one of the above methods. Notices are effective upon receipt, or upon attempted delivery if delivery is refused or if delivery is impossible because of failure to

provide reasonable means for accomplishing delivery. The notices shall be sent to the parties at the following addresses:

Grantor:

John S. Heffner
Loretta A. Damron
3187 Cedarville Road
Millville, NJ 08335

GSA IV: Global Signal Acquisitions IV LLC
Attn: Legal – Real Estate Dept.
2000 Corporate Drive
Canonsburg, PA 15317

22. **Assignment.** The parties hereto expressly intend that the easements granted herein shall be easements in gross, and as such, are transferable, assignable, inheritable, divisible and apportionable. GSA IV has the right, within its sole discretion, to sell, assign, lease, convey, license or encumber any of its interest in the Easement Area without consent. In addition, GSA IV has the right, within its sole discretion, to grant sub-easements over any portion of the Easement Area without consent. Any sale or assignment of this Easement by GSA IV shall relieve GSA IV from any further liability or obligation accruing hereunder on or after the date of such sale or assignment provided that the acquiror or assignee expressly assumes and agrees to perform this Easement in the same manner and to the same extent that GSA IV would be required to perform hereunder if no such sale or assignment had taken place. GSA IV shall notify Grantor of any such sale or assignment within thirty (30) days of the effective date thereof, including the name, address, and phone number of the acquiror or assignee, and all other information reasonably necessary for Grantor to enforce its rights under this Easement, including, without limitation, Grantor's rights under Section 11 hereof.

23. **Mortgages.** Upon Grantor's prior written request, GSA IV agrees to subordinate this Easement to any mortgage, deed of trust, pledge or other security interest in Grantor's Property given by Grantor (each a "Mortgage") which, from time to time, may encumber all or a portion of Grantor's Property, including the Easement Area; provided, however, that GSA IV's obligation to subordinate this Easement is conditioned upon any such Mortgage holder providing GSA IV with a commercially reasonable non-disturbance agreement in a form reasonably satisfactory to GSA IV which, in substance, agrees that its occupancy of the Easement Area, including any rights of access and/or utilities related thereto, for the use and purposes herein described and all rights granted to GSA IV hereunder will not be disturbed and will remain in full force and effect throughout the term of this Easement.

24. **Construction of Easement.** Grantor and GSA IV acknowledge that this document shall not be construed in favor of or against the drafter and that this document shall not be construed as an offer until such time as it is executed by one of the parties and then tendered to the other party. The captions preceding the Sections of this Easement are intended only for convenience of reference and in no way define, limit or describe the scope of this Easement or the intent of any provision hereof. This document may be executed in multiple counterparts, each of which shall be deemed a fully executed original.

25. **Miscellaneous.**

(a) **Recording.** Grantor acknowledges that GSA IV intends to record this Easement.

(b) **Entire Agreement.** Grantor and GSA IV agree that this Easement contains all of the agreements, promises and understandings between Grantor and GSA IV.

(c) **Successors and Assigns.** The terms of this Easement shall constitute a covenant running with the Grantor's Property for the benefit of GSA IV and its successors and assigns.

(d) **Partial Invalidity.** If any term of this Easement is found to be void or invalid, then such invalidity shall not affect the remaining terms of this Easement, which shall continue in full force and effect.

26. **Option for Additional Easement Area.** GSA IV shall have the irrevocable right and option (the "Option"), exercisable at any time and from time to time, following the execution of this Easement, to amend this Easement for no additional consideration except as provided herein, to include up to a maximum of one thousand (1,000) square feet of real property adjacent to the Easement Area in a location to be determined by GSA IV (the "Additional Easement Area"). GSA IV may conduct any reasonable due diligence activities on the Additional Easement Area at any time after full execution of this Easement. If GSA IV elects to exercise the Option, GSA IV shall pay a purchase price per square foot for the Additional Easement Area equal to that amount shown on Exhibit "D" attached hereto. The parties agree that Exhibit "D" may be removed or redacted prior to recording this Easement. GSA IV may exercise the Option for the entire Additional Easement Area in a single exercise, or may exercise the Option multiple times in increments, by providing written notice to Grantor at any time; provided, however, that following GSA IV's delivery of notice to Grantor, GSA IV may at any time prior to full execution of the Additional Easement Area Documents (as defined herein) withdraw its election to exercise the Option if GSA IV discovers or obtains any information of any nature regarding the Additional Easement Area which GSA IV determines to be unfavorable in its sole discretion. Within thirty (30) days after GSA IV's exercise of the Option, Grantor agrees to execute and deliver an amendment to the Agreement, a memorandum of amendment (each of which may include a metes and bounds description of the Additional Easement Area), and any other documents necessary to grant and record GSA IV's interest in the Additional Easement Area ("Additional Easement Area Documents"). In addition, within thirty (30) days after GSA IV's exercise of the Option, Grantor shall obtain and deliver any documentation necessary to remove, subordinate or satisfy any mortgages, deeds of trust, liens or encumbrances affecting the Additional Easement Area to GSA IV's satisfaction.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Grantor and GSA IV, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement as of the day and year first written above.

Grantor:

By: _____ (SEAL)
John S. Heffner

By: _____ (SEAL)
Loretta A. Damron

STATE OF _____, COUNTY OF _____ SS.:

I CERTIFY that on _____, 2020, John S. Heffner and Loretta A. Damron personally came before me and stated to my satisfaction that these people:

- (a) was the maker of the attached Grant of Easement and Assignment of Lease; and,
- (b) executed this Grant of Easement and Assignment of Lease as their own act.

Notary Public
Print Name: _____
My Commission expires: _____

[AFFIX SEAL]

IN WITNESS WHEREOF, Grantor and GSA IV, having read the foregoing and intending to be legally bound hereby, have executed this Grant of Easement as of the day and year first written above.

Grantor:

Global Signal Acquisitions IV LLC,
a Delaware limited liability company

By: _____ (SEAL)

Print Name: _____

Title: _____

STATE OF _____, COUNTY OF _____ SS.:

I CERTIFY that on _____, 2020, _____ [name]
personally came before me and stated to my satisfaction that this person:

- (a) was the maker of the attached Grant of Easement and Assignment of Lease; and,
- (b) was authorized to and did execute this Grant of Easement and Assignment of Lease as _____ [title] of Global Signal Acquisitions IV LLC, a Delaware limited liability company.

Notary Public
Print Name: _____
My Commission expires: _____

[AFFIX SEAL]

EXHIBIT A

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE LYING AND BEING IN THE TOWNSHIP OF LAWRENCE, COUNTY OF CUMBERLAND STATE OF NEW JERSEY MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF CEDARVILLE-MILLVILLE ROAD (66.00 FEET WIDE), SAID POINT BEING NORTH 62 DEGREES 26 MINUTES 45 SECONDS EAST, 330.84 FEET FROM THE INTERSECTION OF THE CENTERLINE OF CEDARVILLE-MILLVILLE ROAD AND THE CENTERLINE OF HOGBIN ROAD (49.50 FEET WIDE), THENCE

1. ALONG THE CENTERLINE OF CEDARVILLE-MILLVILLE ROAD, NORTH 62 DEGREES 26 MINUTES 45 SECONDS EAST, 824.25 FEET TO A POINT, THENCE
2. ALONG LOT 6 OF BLOCK 2, SOUTH 27 DEGREES 54 MINUTES 11 SECONDS EAST (AT 27.48 FEET PASSING OVER A FOUND CONCRETE MONUMENT), 175.00 FEET TO A CONCRETE MONUMENT SET FOR A CORNER, THENCE
3. ALONG THE SAME, NORTH 62 DEGREES 26 MINUTES 45 SECONDS EAST, 100.00 FEET TO A PIN AND CAP SET FOR A CORNER AT THE BASE OF A 6 INCH CEDAR TREE, THENCE
4. ALONG LOT 7 OF BLOCK 2, SOUTH 27 DEGREES 54 MINUTES 11 SECONDS EAST, 1302.06 FEET TO A CONCRETE MONUMENT FOUND FOR A CORNER, THENCE
5. ALONG LOT 32 OF BLOCK 2, SOUTH 62 DEGREES 18 MINUTES 40 SECONDS WEST, 437.04 FEET TO A CONCRETE MONUMENT FOUND FOR A CORNER, THENCE
6. ALONG THE SAME, SOUTH 03 DEGREES 46 MINUTES 56 SECONDS WEST, 1728.64 FEET TO A CONCRETE MONUMENT FOUND FOR A CORNER, THENCE
7. ALONG LOTS 32 AND 4 OF BLOCK 2, NORTH 27 DEGREES 30 MINUTES 00 SECONDS WEST, 2485.94 FEET TO A PIN AND CAP SET FOR A CORNER, THENCE
8. ALONG LOT 5.02 OF BLOCK 2, NORTH 62 DEGREES 26 MINUTES 45 SECONDS EAST, 200.00 FEET TO A PIN AND CAP SET FOR A CORNER, THENCE
9. ALONG THE SAME, NORTH 27 DEGREES 30 MINUTES 00 SECONDS WEST, 217.80 FEET TO A PIN AND CAP FOUND FOR A CORNER, THENCE
10. ALONG LOT 5.01 OF BLOCK 2, NORTH 62 DEGREES 26 MINUTES 45 SECONDS EAST, 200.00 FEET TO A PIN AND CAP FOUND FOR A CORNER, THENCE

EXHIBIT A

(Continued)

11. ALONG THE SAME, NORTH 27 DEGREES 30 MINUTES 00 SECONDS WEST (AT 217.80 FEET PASSING OVER A PIN AND CAP FOUND), 250.80 FEET TO THE POINT OF BEGINNING.
CONTAINING 56.613 ACRES OF LAND MORE OR LESS (GROSS).

BEING LOT 5 BLOCK 2 AS SHOWN ON THE TAX MAP OF THE TOWNSHIP OF LAWRENCE.

Tax ID: BLOCK 2, LOT 5

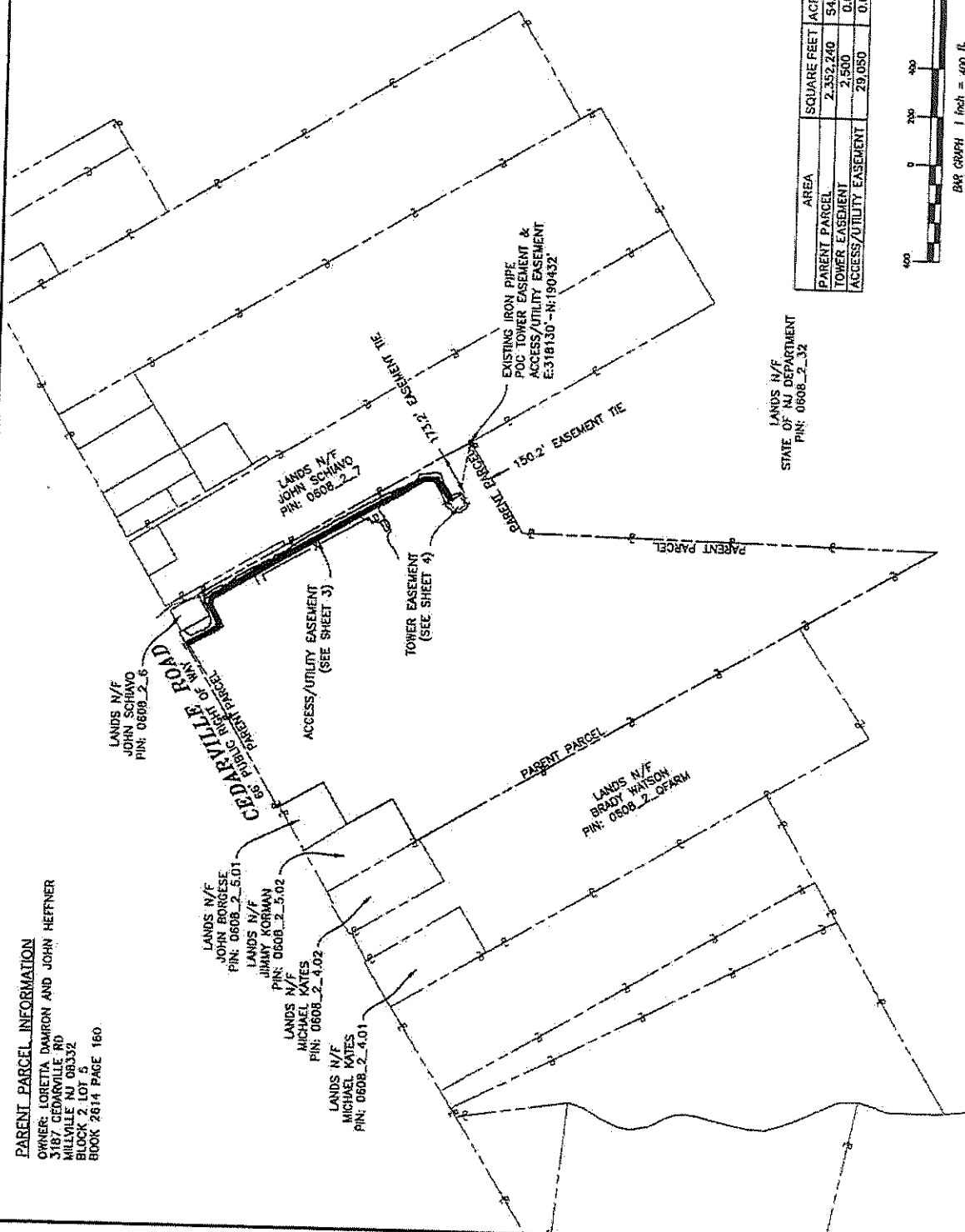
BEING THE SAME PROPERTY CONVEYED TO LORETTA DAMRON AND JOHN HEFFNER, GRANTEE, FROM LYNN CYRON AND LEE CUSMANO, HER HUSBAND, GRANTOR, BY DEED RECORDED 09/16/2002, AS BOOK 2614, PAGE 160 OF THE COUNTY RECORDS.

EXHIBIT B
(Attached Hereto)

BU 879514
Farmingdale (SSUSA)
PPAB 5418798v4

PARENT PARCEL INFORMATION

OWNER: LORETTA DAMRON AND JOHN HEFFNER
 3187 CEDARVILLE RD
 MILLVILLE NJ 08332
 BLOCK 2 LOT 5
 BOOK 2814 PAGE 160



LANDS N/F
 STATE OF NJ DEPARTMENT
 PIN: 0808_2_32

AREA	SQUARE FEET	ACRES
PARENT PARCEL	2,352,240	54.00
TOWER EASEMENT	2,500	0.06
ACCESS/UTILITY EASEMENT	29,050	0.66



879514 FARMINGDALE (SSUSA).DWG

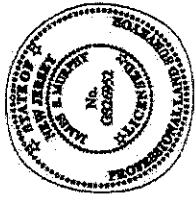
SURVEY INFORMATION

CROWN CASTLE
 1708 Corporate Drive
 Cambridge PA 15817

SURVEY COORDINATED BY:
 GEORGE SURVEYING, INC.
 15400 HWY 100
 MILLVILLE NJ 08332
 TEL: (609) 418-0000 FAX: (609) 492-9900

SURVEY PERFORMED BY:
 GEORGE SURVEYING, INC.
 6500 LAWRENCE DRIVE
 MILLVILLE NJ 08332
 TEL: (609) 787-7873 FAX: (609) 400-4442

PROFESSIONAL ENGINEER
 REGISTERED PROFESSIONAL ENGINEER
 STATE OF NEW JERSEY
 REGISTRATION NO. 26000
 EXPIRES 12/31/2011



George Surveys
 GEORGE SURVEYS

DATE: 02/28/2010

PROJECT INFORMATION:
 THIS PARCEL OF LAND LIES WITHIN BLOCK 206, 2, WHICH
 IS PART OF THE 3000 ACRES MILLVILLE AREA AS PART OF A
 PROJECT NAMED "FARMINGDALE", DEDICATED DATE 02/28/2010

BASED ON:
 NJ 280 (2004) 14043

NOTES

1. SURVEY PERFORMED ON 02/28/2010
2. THIS SURVEY IS IN ACCORDANCE WITH THE SURVEYING ACT OF 1975 AND THE REGULATIONS THEREUNDER.
3. ALL DIMENSIONS AND BEARINGS ARE GIVEN TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS AND BEARINGS ARE GIVEN TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS AND BEARINGS ARE GIVEN TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS AND BEARINGS ARE GIVEN TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS AND BEARINGS ARE GIVEN TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS AND BEARINGS ARE GIVEN TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS AND BEARINGS ARE GIVEN TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS AND BEARINGS ARE GIVEN TO THE CENTER OF THE LINE UNLESS OTHERWISE NOTED.

REV	DATE	DESCRIPTION	DRAWN

FILE INFORMATION:
 Name: FARMINGDALE (SSUSA)
 PUN: 879514
 ADDRESS: 3187 CEDARVILLE RD
 MILLVILLE, NJ 08332
 COUNTY: GUMBERLAND COUNTY
 SITE LOCATION:
 Section: 104, Township: 04, Range: 04

EASEMENT SURVEY

SHEET TITLE: PROPERTY OVERVIEW
 SHEET NAME: E2
 SHEET NO.: 2 OF 5

SURVEY PERFORMED FOR:

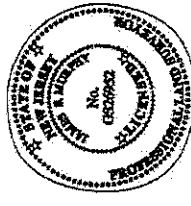


1500 Corporate Drive
Cromwell, PA 15117

CHOLAR SURVEY, INC.
15400 NW 16TH TERRACE, SUITE A, ALACHUA, FL 32316
TEL: (904) 418-8888 | FAX: (904) 462-8888

SURVEY PERFORMED BY:
ANDREW J. MURPHY, LICENSED SURVEYOR
NO. 13400 | EXPIRES 12/31/2026
TEL: (919) 787-7813 | FAX: (919) 440-4442

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY TO CROWN CASTLE A OLD
REPUBLIC NATIONAL TITLE INSURANCE COMPANY
SURVEYOR JAMES J. MURPHY



Andrew J. Murphy
SURVEYOR

DATE: 02/19/2020

THIS INFORMATION IS NOT TO BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF CHOLAR SURVEY, INC.

BASE OF POINT:
IN THE (LOCAL) BOOKS

NOTES:
1. ALL DISTANCES IN FEET AND INCHES.
2. THIS SURVEY IS IN ACCORDANCE WITH THE SURVEYING ACT OF 1968.
3. ALL DISTANCES ARE TO THE CENTER OF THE LINE.
4. ALL DISTANCES ARE TO THE CENTER OF THE LINE.
5. ALL DISTANCES ARE TO THE CENTER OF THE LINE.
6. ALL DISTANCES ARE TO THE CENTER OF THE LINE.

REV	DATE	DESCRIPTION	BY

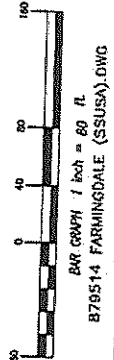
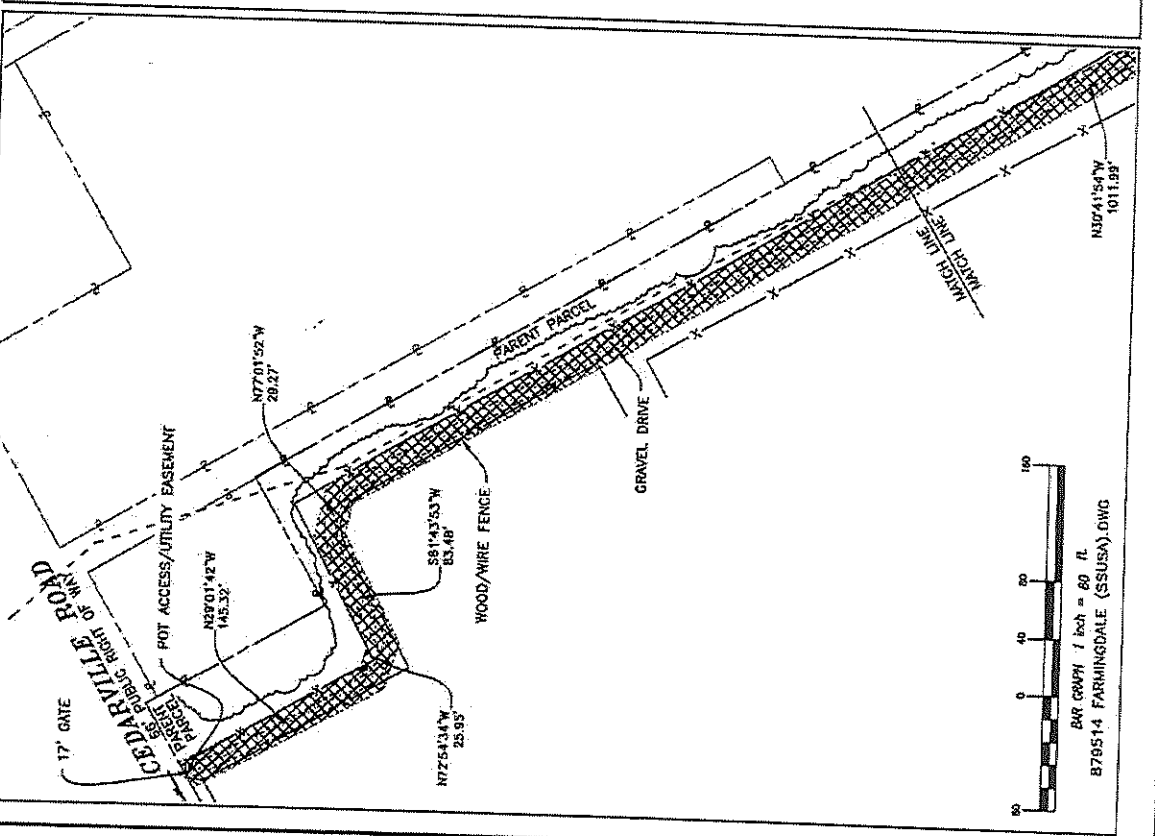
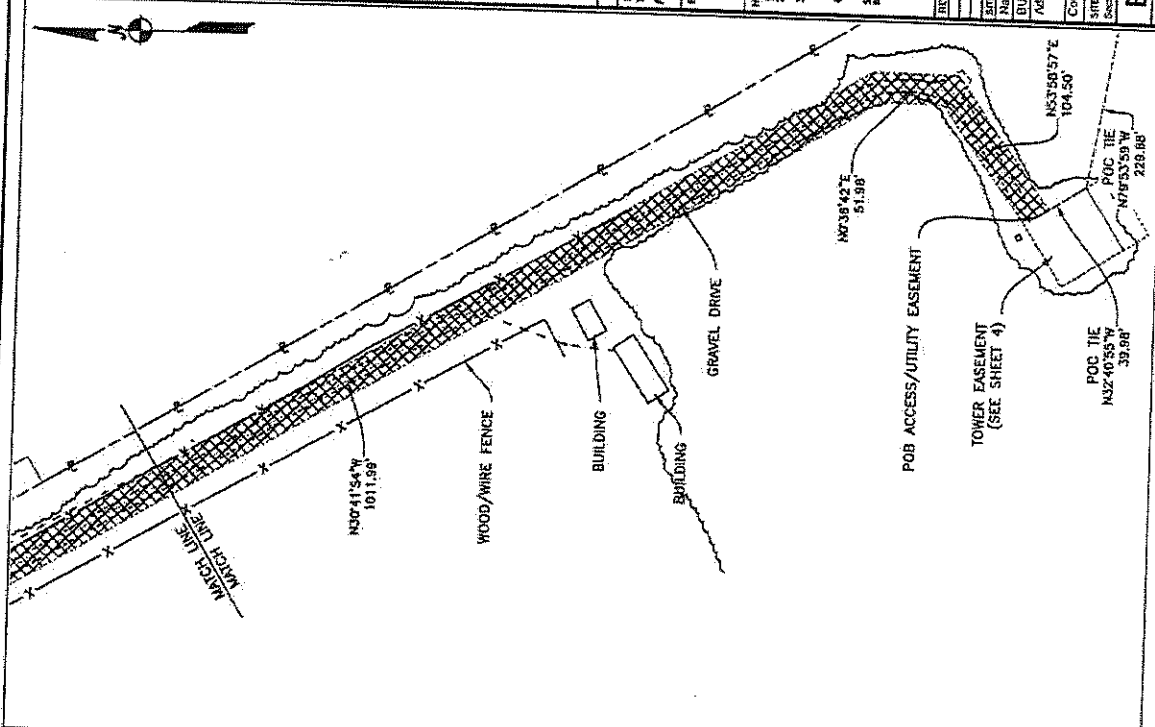
CLIENT INFORMATION:
Name: FARMINGDALE (SSUSA)
BLN: B79514
Address: 3187 CEDARVILLE RD
MILLVILLE, IN 46532
County: CUMBERLAND COUNTY

SITE LOCATED IN:
CUMBERLAND COUNTY, INDIANA

EASEMENT SURVEY

SHEET TITLE: EASEMENT OVERVIEW

SHEET NO. 13 | SHEET NO. 3 OF 5



SURVEY PERFORMED FOR:



1500 Corporate Drive
Crown Castle, PA 15117

SURVEY CONDUCTED BY: CROWN CASTLE SURVEYING, INC.
15405 HWY 1070 TEMPERANCE, SUITE A, ALACHUA, FL 32310
TEL: (904) 310-0500 | FAX: (904) 482-8986

SURVEY PERFORMED BY:
RADIO LOCATION SURVEYING, INC.
1000 S. W. 10TH AVE., SUITE 100
MIAMI, FL 33135
TEL: (305) 787-7873 | FAX: (305) 441-4443

SURVEYOR'S CERTIFICATION:
I HEREBY CERTIFY TO CROWN CASTLE & OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
THAT THE SURVEY WAS CONDUCTED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF FLORIDA.



James S. Murphy
SURVEYOR

DATE: 02/28/2020
DRAWN BY: JLD

THIS PARCEL OF LAND WAS SURVEYED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED SURVEYOR IN THE STATE OF FLORIDA. THE SURVEY WAS CONDUCTED ON 02/28/2020.
PARCEL NUMBER: 879514

SCALE: AS SHOWN
IN FEET (1:24) MAPS

- NOTES:**
1. SURVEY PERFORMED ON 02/28/2020
 2. DATA PROVIDED BY CLIENT WAS USED TO LOCATE EXISTING UTILITIES.
 3. ALL UTILITIES WERE LOCATED BY VISUAL SURVEY AND GROUND SURVEY.
 4. LOCATE AND MARK EXISTING UTILITIES. UTILITIES WERE NOT LOCATED TO 400 AC PER CONTRACT.
 5. ALL UTILITIES WERE LOCATED TO 400 AC PER CONTRACT.
 6. ALL UTILITIES WERE LOCATED TO 400 AC PER CONTRACT.
 7. ALL UTILITIES WERE LOCATED TO 400 AC PER CONTRACT.
 8. ALL UTILITIES WERE LOCATED TO 400 AC PER CONTRACT.

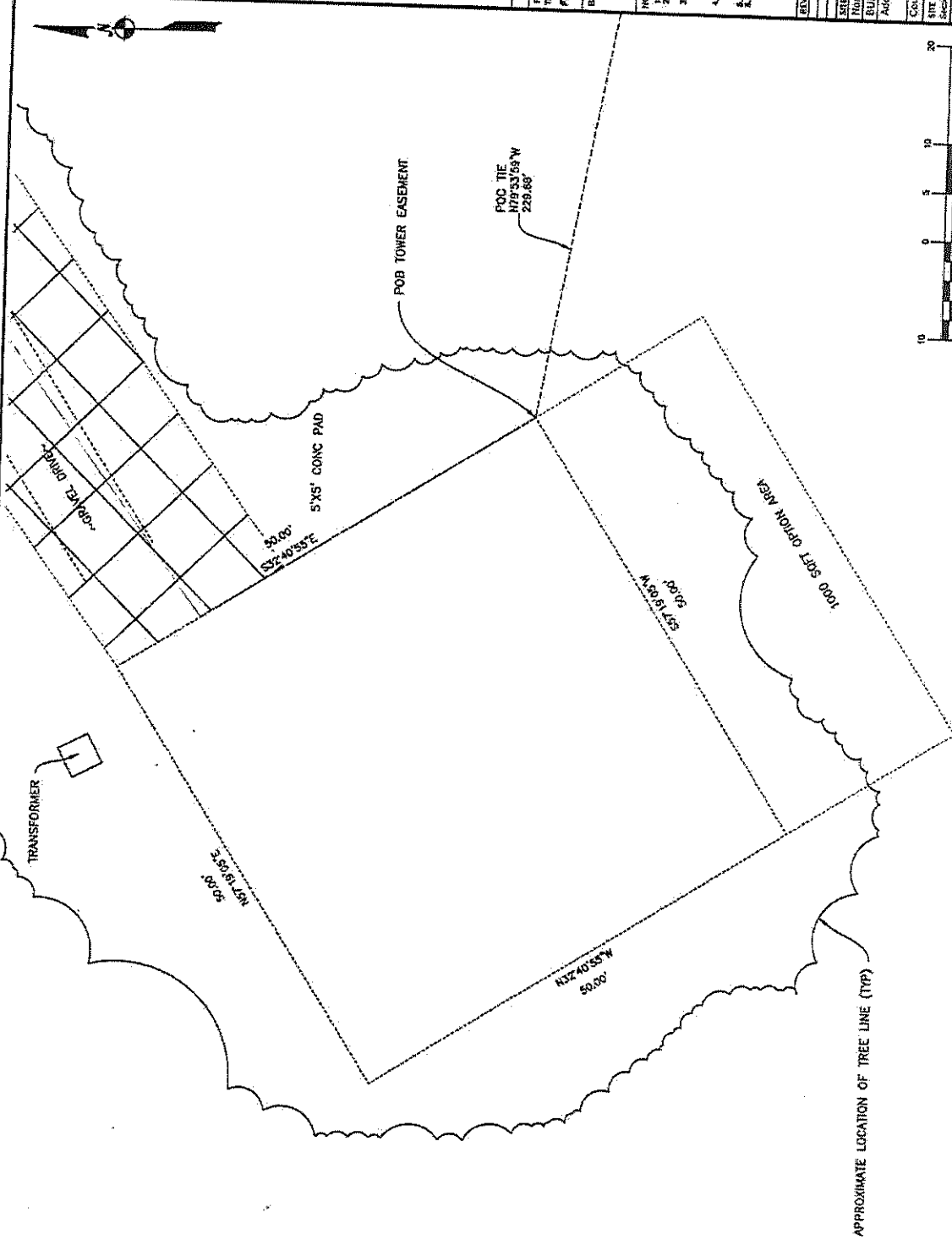
REV	DATE	DESCRIPTION	BY

SURVEY INFORMATION:

Name: FARMINGDALE (SSUSA)
BLN: 879514
Address: 3187 CEDARVILLE RD
MILLVILLE, IN 46032
County: CLUMBERLAND COUNTY

SITE LOCATION:
FARMINGDALE, Township 13N, Range 14E

EASEMENT SURVEY
SHEET TITLE: SITE DETAIL
SHEET NO.: 4 OF 5



APPROXIMATE LOCATION OF TREE LINE (TYP)

SURVEY PERFORMED FOR:

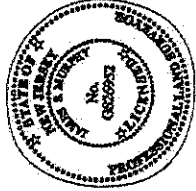


1592 Corporate Drive
Columbia, PA 17317

DEANE SURVEYS, INC.
15450 HWY 107, SUITE 200, ALTOONA, PA 15215
TEL: (814) 418-0000 FAX: (814) 482-8888

SAFETY PRECAUTIONS ON THIS SURVEY:
NO UTILITY RECORDS WERE OBTAINED.
6300 LAKESIDE DRIVE, ROLAND, MD 21157
TEL: (410) 781-7873 FAX: (410) 400-4443

PROPERTY CENTERLINE FOR THE CROWN CASTLE A OLD
REPUBLIC NATIONAL TITLE INSURANCE COMPANY
SERVITOR MRS. JAMES HUBERT



James S. Murphy
DATE: 5/14/2020

REDA INFORMATION:
THIS PARCEL OF LAND LIES WITHIN ELDOR ZONE, A LOCAL
PUBLIC UTILITY DISTRICT, HAVING AS PART OF ITS
FRONT YARD ACCESS/UTILITY EASEMENT, EXPIRING DATE 06/15/2011

DATE OF SURVEY: 05/14/2020

NO CASE (ZONING) MARKS

NOTES:

1. SURVEY PERFORMED ON 07/28/2020
2. SURVEY PERFORMED IN STRICT PLAIN COORDINATE SYSTEM
3. ALL DISTANCES MEASURED IN METERS
4. ALL DISTANCES MEASURED TO THE CENTERLINE OF THE ROAD
5. ALL DISTANCES MEASURED TO THE CENTERLINE OF THE ROAD
6. ALL DISTANCES MEASURED TO THE CENTERLINE OF THE ROAD
7. ALL DISTANCES MEASURED TO THE CENTERLINE OF THE ROAD
8. THE SURVEY DOES NOT REPRESENT A BOUNDARY

REV	DATE	DESCRIPTION	BY

CLIENT INFORMATION:
 Name: FARRINGDALE (SUSIA)
 Address: 3187 CEDARVALE RD
 MILLVILLE, NJ 08332
 County: CUMBERLAND COUNTY
 STATE: NJ
 LATITUDE: 39.4167
 LONGITUDE: -75.8833

EASEMENT SURVEY
 SHEET THREE LEGAL DESCRIPTIONS
 SHEET NAME: E5
 SHEET NO.: 5 OF 5

LEGAL DESCRIPTION: TOWER EASEMENT (CREATED BY THIS OFFICE)

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CITY OF MILLVILLE, COUNTY OF CUMBERLAND, STATE OF NEW JERSEY, DESCRIBED IN BOOK 2614 PAGE 160, FURTHER DESCRIBED AS:
 COMMENCING FROM AN EXISTING IRON PIPE FOUND ON THE EASTERN MOST PROPERTY CORNER OF SAID PROPERTY, AND HAVING NEW JERSEY STATE PLANE COORDINATES E318130' -AND- N180432',
 THENCE, N 78° 53' 59" W FOR A DISTANCE OF 229.68 FEET TO THE POINT OF BEGINNING;
 THENCE, S 57° 19' 06" W FOR A DISTANCE OF 50.00 FEET TO A POINT;
 THENCE, N 32° 40' 55" W FOR A DISTANCE OF 50.00 FEET TO A POINT;
 THENCE, N 57° 19' 08" E FOR A DISTANCE OF 50.00 FEET TO A POINT;
 THENCE, S 32° 40' 55" E FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING CONTAINING 2,500 SQFT -OR- 0.66 ACRES.

LEGAL DESCRIPTION: ACCESS/UTILITY EASEMENT (CREATED BY THIS OFFICE)

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CITY OF MILLVILLE, COUNTY OF CUMBERLAND, STATE OF NEW JERSEY, DESCRIBED IN BOOK 2614 PAGE 160, FURTHER DESCRIBED AS:
 COMMENCING FROM AN EXISTING IRON PIPE FOUND ON THE EASTERN MOST PROPERTY CORNER OF SAID PROPERTY, AND HAVING NEW JERSEY STATE PLANE COORDINATES E318130' -AND- N180432',
 THENCE, N 78° 53' 59" W FOR A DISTANCE OF 229.68 FEET TO A POINT ON AN EXISTING 2,500 SQFT TOWER EASEMENT;
 THENCE, ALONG SAID TOWER EASEMENT, N 32° 40' 55" W FOR A DISTANCE OF 39.98 FEET TO THE BEGINNING OF A CENTERLINE FOR A 20 FOOT WIDE ACCESS/UTILITY EASEMENT LYING 10 FEET OFF OF EITHER SIDE OF THE FOLLOWING DESCRIPTION:
 THENCE, N 53° 58' 57" E FOR A DISTANCE OF 104.50 FEET TO A POINT;
 THENCE, N 07° 35' 42" E FOR A DISTANCE OF 51.08 FEET TO A POINT;
 THENCE, N 30° 41' 54" W FOR A DISTANCE OF 1011.99 FEET TO A POINT;
 THENCE, N 77° 01' 53" W FOR A DISTANCE OF 28.27 FEET TO A POINT;
 THENCE, S 61° 45' 53" W FOR A DISTANCE OF 63.48 FEET TO A POINT;
 THENCE, N 72° 54' 34" W FOR A DISTANCE OF 25.05 FEET TO A POINT;
 THENCE, N 28° 01' 42" W FOR A DISTANCE OF 143.32 FEET TO A POINT ON THE SOUTHERN RIGHT OF WAY OF CEDARVALE ROAD;
 THENCE, A DEDICATED PUBLIC RIGHT OF WAY, SAID POINT BEING THE POINT OF BEGINNING CONTAINING 25,050 SQFT -OR- 0.66 ACRES.

EXHIBIT C

TOWER EASEMENT

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CITY OF MILLVILLE, COUNTY OF CUMBERLAND, STATE OF NEW JERSEY, DESCRIBED IN BOOK 2614 PAGE 160, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING IRON PIPE FOUND ON THE EASTERN MOST PROPERTY CORNER OF SAID PROPERTY, AND HAVING NEW JERSEY STATE PLANE COORDINATES E:318130' -AND- N:190432';

THENCE, N 79° 53' 59" W FOR A DISTANCE OF 229.68 FEET TO THE POINT OF BEGINNING;

THENCE, S 57° 19' 05" W FOR A DISTANCE OF 50.00 FEET TO A POINT;

THENCE, N 32° 40' 55" W FOR A DISTANCE OF 50.00 FEET TO A POINT;

THENCE, N 57° 19' 05" E FOR A DISTANCE OF 50.00 FEET TO A POINT;

THENCE, S 32° 40' 55" E FOR A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING CONTAINING 2,500 SQFT -OR- 0.06 ACRES.

ACCESS/UTILITY EASEMENT

A PORTION OF ALL THAT CERTAIN PARCEL OF LAND LYING IN THE CITY OF MILLVILLE, COUNTY OF CUMBERLAND, STATE OF NEW JERSEY, DESCRIBED IN BOOK 2614 PAGE 160, FURTHER DESCRIBED AS:

COMMENCING FROM AN EXISTING IRON PIPE FOUND ON THE EASTERN MOST PROPERTY CORNER OF SAID PROPERTY, AND HAVING NEW JERSEY STATE PLANE COORDINATES E:318130' -AND- N:190432';

THENCE, N 79° 53' 59" W FOR A DISTANCE OF 229.68 FEET TO A POINT ON AN EXISTING 2,500 SQFT TOWER EASEMENT;

THENCE, ALONG SAID TOWER EASEMENT, N 32° 40' 55" W FOR A DISTANCE OF 39.98 FEET TO THE BEGINNING OF A CENTERLINE FOR A 20 FOOT WIDE ACCESS/UTILITY EASEMENT LYING 10 FEET OFF OF EITHER SIDE OF THE FOLLOWING DESCRIPTION;

THENCE, N 53° 58' 57" E FOR A DISTANCE OF 104.50 FEET TO A POINT;

THENCE, N 00° 36' 42" E FOR A DISTANCE OF 51.98 FEET TO A POINT;

THENCE, N 30° 41' 54" W FOR A DISTANCE OF 1011.99 FEET TO A POINT;

THENCE, N 77° 01' 52" W FOR A DISTANCE OF 29.27 FEET TO A POINT;

THENCE, S 61° 43' 53" W FOR A DISTANCE OF 83.48 FEET TO A POINT;

EXHIBIT C

(Continued)

THENCE, N 72° 54' 34" W FOR A DISTANCE OF 25.95 FEET TO A POINT;
THENCE, N 29° 01' 42" W FOR A DISTANCE OF 145.32 FEET TO A POINT ON THE
SOUTHERN RIGHT OF WAY OF CEDARVILLE ROAD, A DEDICATED PUBLIC RIGHT
OF WAY, SAID POINT BEING THE POINT OF TERMINUS CONTAINING 29,050 SQFT -
OR- 0.66 ACRES.

EXHIBIT D

PURCHASE PRICE PER SQUARE FOOT FOR ADDITIONAL EASEMENT AREA

If GSA IV exercises its Option for Additional Easement Area, the purchase price for the land over which the Option is exercised is Two Hundred and 61/100 Dollars (\$200.61) per square foot.