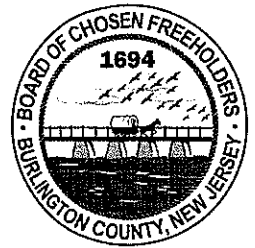


**Board of Chosen Freeholders
County of Burlington
New Jersey**



**Office of:
COUNTY SOLICITOR**

49 Rancocas Road, Room 225
PO Box 6000
Mt. Holly, New Jersey 08060-6000

SANDER D. FRIEDMAN
County Solicitor

Phone: (609) 265-5289
Fax: (609) 265-5933

July 29, 2020

Via email: DHornickel@pemberton-twp.com
and regular mail

Daniel Hornickel
Business Administrator
Township of Pemberton
500 Pemberton-Browns Mills Road
Pemberton, NJ 08068-1539

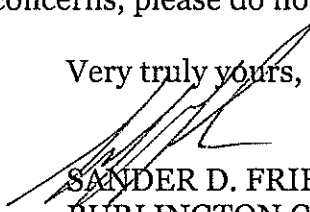
RE: Asset Purchase Agreement - New Lisbon Water System

Dear Mr. Hornickel:

Enclosed please find one original executed Asset Purchase Agreement as it relates to the New Lisbon Water System matter for your file.

If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,


SANDER D. FRIEDMAN
BURLINGTON COUNTY SOLICITOR

SDF/j
Enclosure

cc: Stacy Byard (w/encl.-orig.)
Robert Wright, Esquire (w/encl.)
Carolyn Havlick, Chief Financial Officer (w/encl.)
Joseph Brickley, County Engineer (w/encl.)

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is made as of this _____ day of _____ 2020, (the "Effective Date"), by and between the **COUNTY OF BURLINGTON**, an instrumentality of the State of New Jersey with its principal place of business located at 49 Rancocas Road, Mt. Holly, New Jersey 08060 ("Seller"), and the **TOWNSHIP OF PEMBERTON**, a New Jersey municipal corporation, having a principal place of business located at 500 Pemberton-Browns Mills Road, Pemberton, New Jersey 08068 ("Buyer").

RECITALS

WHEREAS, Seller is the fee simple owner of certain real property and improvements thereon located, , and Block 845, Lot 20.03 and Block 812, Lot 9.01 as designated on the Official Tax Map of the Township of Pemberton, County of Burlington, State of New Jersey (hereinafter the "Real Property"), more particularly described on Exhibit "A" attached hereto and made a part hereof, on which the Seller operates a water system; and

WHEREAS, Seller intends to convey Block 845, Lot 20.03, and permanent easements in Block 812, Lot 9.01, as designated on the Official Tax Map of the Township of Pemberton, County of Burlington, State of New Jersey (the "Real Property "), more particularly described and depicted on Exhibit "A", attached hereto and made a part hereof.

WHEREAS, Seller is the owner of a water system comprised of three (3) deep water supply wells, a one hundred fifty thousand (150,000) gallon elevated water storage tank, approximately twenty-six thousand (26,000) feet of distribution pipes, meters, hydrants, and other appurtenances hereinafter, collectively, the "Water System"), more particularly described on Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, as part of an overall transaction whereby Seller desires to sell the Water System and Real Property and/or a permanent easement in Real Property, to Buyer for the purpose of operating, inspecting, repairing, replacing and maintaining the Water System thereby providing Buyer with an alternate water source for the municipality and providing Seller with the opportunity to access the municipal water source to supply the County facilities located at Block 812, Lot 9.01 and Buyer desires to purchase the Water System from Seller, in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, warranties and agreements herein contained, and intending to be legally bound hereby, the parties hereto agree to the transfer of the Real Property and the Water System on the following terms and conditions:

AGREEMENT

ARTICLE I - PURCHASE AND SALE OF THE WATER SYSTEM

- 1.1. Water System and Real Property. Subject to the terms and conditions set forth below, at the Closing (as defined herein), Seller agrees to sell and deliver to Buyer, and Buyer agrees to purchase from Seller, the Water System and Real Property free and clear of any lien, security interest, encumbrance or other right of any third party.
- 1.2. Assumed Liabilities. Buyer shall assume all liabilities, obligations and undertakings of Seller pertaining to or arising from the Water System from and after the Closing Date and as detailed in Section 9.2 (collectively, the “Assumed Liabilities”).
- 1.3. Retained Liabilities. As set forth in Section 1.2 above, Seller shall not retain any liabilities, obligations or undertakings of Seller pertaining to or arising from the Water System which accrued prior to the Closing Date, except for those liabilities, obligations or undertakings set forth in Article IX and Article X below.

ARTICLE II - PURCHASE PRICE AND PAYMENT

- 2.1. Purchase Price. The purchase price for the Water System and Real Property shall be eight hundred thousand dollars (\$800,000) (the “Purchase Price”).
- 2.2. Payment of Purchase Price. The Purchase Price shall be payable by Buyer on the Closing Date.

ARTICLE III- CLOSING

- 3.1. The closing of the purchase and sale of the Water System and Real Property (the “Closing”) shall take place July 30, 2020, effective August 1, 2020 12:01 A.M. (Eastern Standard Time) , or within seven days of the date the New Jersey Department of Environmental Protection approves the purchase, unless another date and/or time is mutually agreed upon, in writing, by the parties. The date on which the Closing is held is referred to herein as the “Closing Date”.

ARTICLE IV- REPRESENTATIONS AND WARRANTIES OF SELLER

In order to induce Buyer to enter into and perform under this Agreement, Seller hereby represents, warrants and covenants to Buyer, as of the date of the Closing Date, the following:

- 4.1. Organization. Seller is a County government duly organized under the laws of the State of New Jersey and is subdivision of the State of New Jersey, duly incorporated, validly existing and in good standing under the laws of the State of

New Jersey and has the full corporate power and authority to carry on its business as now conducted and to own and operate the Water System.

- 4.2. Valid and Binding Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Seller. Seller has the full power and authority to execute, deliver and perform this Agreement and any documents in connection herewith, and no other approval or authorization of this Agreement or the acts or transactions contemplated hereby is required by law or otherwise to make this Agreement binding upon Seller. The individual executing this Agreement on behalf of Seller has the full right, capacity, power and authority to execute, deliver and perform this Agreement. This Agreement constitutes a valid and legally binding agreement of Seller enforceable against Seller in accordance with its terms.
- 4.3. No Conflict. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and provisions hereof, by Seller does or will:
(a) violate or conflict with the Articles of Incorporation or Bylaws or other similar constituent documents of Seller; (b) result in the violation by Seller of any law, statute, rule, regulation, judgment, writ, injunction, decree, or order to which Seller are subject or bound; or (c) result in the creation of any mortgages, liens, pledges, security interests, charges and encumbrances upon the Water System. Except as described herein or as expressly contemplated by this Agreement, no consent, approval, authorization or order of any court, governmental body, agency or other person, entity or body is required for the consummation and performance by Seller of the transactions and obligations contemplated by this Agreement.
- 4.4. Good and Marketable Title. Seller has good and marketable title to the Water System and Real Property owned by Seller and Seller shall deliver such title to Buyer of the Water System the Real Property free and clear of any and all encumbrances. At the Closing, Seller shall deliver to Buyer the title to the Water System via a Bill of Sale and the Real Property by Deed. No other person or entity has any right, title, claim, or interest in or to the Water System or the Real Property.
- 4.5. Solvency. Seller is not insolvent, nor will it be rendered insolvent by the transfer of the Water System and Real Property contemplated under this Agreement.
- 4.6. Litigation. There are no legal actions, suits, proceedings, claims, controversies, arbitrations, notices, inquiries, audits, causes of action, complaints, criminal prosecutions, governmental or other examinations or investigations, hearings, administrative or other proceedings pending or, to the knowledge of Seller, threatened against Seller involving the Water System and the Real Property.

- 4.7. Environmental Matters. Except as detailed in Section 9 of this Agreement: (a) Seller's operation of the Water System prior to the Closing Date has been and shall continue to be in compliance in all material respects with all applicable federal, state and local environmental statutes and regulations; (b) Seller has not filed any notice under any federal or state law indicating past or present treatment, storage or disposal of a hazardous or medical waste or reporting a spill or release of a hazardous, toxic or medical waste, substance or constituent, or other substance into the environment on the Real Property; and (c) Seller has not received any notices of violations of applicable law as to the Water System which remain uncured as of the date of closing.
- 4.8. Compliance with Laws. Except as detailed in Section 9 of this Agreement (a) Seller is, and at all times has been, in compliance with all federal, state and local statutes, ordinances, regulations, laws, judgments and decrees (collectively, "Laws" and individually "Law") of any federal, state, or local government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction (each a "Governmental Authority") applicable to the Water System; and (b) Seller has not received any notice, order or other communication from any Governmental Authority of any alleged, actual or potential violation of or failure to comply with any Law and, to the knowledge of Seller, no event has occurred or circumstance exists that may constitute or result in (with or without notice or lapse of time) a violation by Seller, or a failure by Seller to comply with, any Law as to the Water System.
- 4.9. No Omission. No representation or warranty made by Seller in this Agreement, including, without limitation, any Exhibits annexed hereto, contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements and facts contained herein or therein, in light of the circumstances in which they were or are made, not false or misleading.
- 4.10. Brokerage. No broker or third party has acted for Seller in connection with this Agreement, and no broker or third party is entitled to receive any commissions, finder's fees, or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement made by or on behalf of Seller.

ARTICLE V—REPRESENTATIONS AND WARRANTIES OF BUYER

In order to induce Seller to enter into and perform under this Agreement, Buyer hereby represents, warrants and covenants to Seller, as of the date of the Closing Date, the following:

- 5.1. Organization. Buyer is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of New Jersey and has the full

corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement.

- 5.2. Valid and Binding Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized by Buyer and its governing body in accordance with all laws and regulations applicable to municipal entities. Buyer has the full power and authority to execute, deliver and perform this Agreement and any documents in connection herewith, and no other approval or authorization of this Agreement or the acts or transactions contemplated hereby is required by law or otherwise to make this Agreement binding upon Buyer. The individual executing this Agreement on behalf of Buyer has the full right, capacity, power and authority to execute, deliver and perform this Agreement. This Agreement constitutes a valid and legally binding agreement of Buyer enforceable against Buyer in accordance with its terms.
- 5.3. No Conflict. Neither the execution and delivery of this Agreement, nor the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and provisions hereof, by Buyer does or will result in the violation by Seller of any law, statute, rule, regulation, judgment, writ, injunction, decree, or order to which Buyer is subject or bound. Buyer has obtained all consents, approvals, authorizations and orders of any court, governmental body, agency or other person, entity or body required for the consummation and performance by Buyer of the transactions and obligations contemplated by this Agreement.
- 5.4. No Omission. No representation or warranty made by Buyer in this Agreement, including, without limitation, the Schedules and Exhibits annexed hereto, contains an untrue statement of a material fact or omits to state a material fact necessary to make the statements and facts contained herein or therein, in light of the circumstances in which they were or are made, not false or misleading.
- 5.5. Brokerage. No broker or third party has acted for Buyer in connection with this Agreement, and no broker or third party is entitled to receive any commissions, finder's fees, or similar compensation in connection with the transactions contemplated by this Agreement based on any arrangement made by or on behalf of Buyer.
- 5.6. Maintenance of Water Supply. Buyer agrees to supply water to Seller's properties as identified in the Recitals sections above.

ARTICLE VI - COVENANTS

- 6.1. Consummation of Transactions. Except as expressly set forth in this Agreement, Seller and Buyer each shall use reasonable efforts to perform or comply with, and to cause others to perform or comply with, all of the terms and conditions set forth in this Agreement (including the fulfillment of the conditions precedent to

the obligations of the other party hereto). Neither party will knowingly take any action that would result in a breach by such party of any of its representations and warranties under this Agreement.

- 6.2. Cooperation. Each party will cooperate fully with the other party, as reasonably requested by the other party, in transferring the Water System, to include permitting Buyer or its agents to inspect the Water System in advance of closing and on the closing date; provided, that, if such act is not expressly contemplated by this Agreement, such act shall be at the expense of the requesting party.

ARTICLE VII - CLOSING CONDITIONS

- 7.1. Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or fulfillment on the Closing Date of each of the following conditions, unless waived in writing by Buyer:
- (a) Verification that the representations and warranties of Seller contained in this Agreement are true, correct, and complete in all material respects as of the date hereof, and shall be true, correct, and complete on and as of the Closing Date in all material respects with the same effect as though such representations, warranties, statements and writings had been made or given on and as of such date; and
 - (b) Seller shall have, in all material respects, performed and complied with all covenants, agreements and conditions required to be performed and complied with prior to or on the Closing Date.
 - (c) New Jersey Department of Environmental Protection approval of the Seller's purchase of the Water System.
- 7.2. Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or fulfillment on the Closing Date of each of the following conditions, unless waived in writing by Seller:
- (a) the representations and warranties of Buyer contained in this Agreement are true, correct, and complete in all material respects as of the date hereof, and shall be true, correct, and complete on and as of the Closing Date in all material respects with the same effect as though such representations, warranties, statements and writings had been made or given on and as of such date; and
 - (b) Buyer shall have, in all material respects, performed and complied with all covenants, agreements and conditions required to be performed and complied with prior to or on the Closing Date.

ARTICLE VIII - CLOSING DELIVERIES

8.1. Deliveries by Seller. At the Closing, Seller shall deliver, to Buyer:

- (a) Complete access to the Water System and Real Property, including any keys, codes, passwords, combinations to such;
- (b) a Bill of Sale for the Water System (the "Bill of Sale"), executed by Seller;
- (c) a Deed, Affidavit of Title and all related documents executed by Seller necessary to convey title to the Real Property for the purpose of operating, inspecting, repairing, replacing and maintaining the Water System ; and
- (d) a duly authorized resolution of Seller's governing body authorizing the transactions contemplated by this Agreement determining that the water system is not needed for Burlington County purposes pursuant to N.J.S.A. 40A:12-13.3.

8.2. Deliveries by Buyer. At the Closing, Buyer shall deliver to Seller:

- (a) a signature page, executed by Buyer, to all necessary documents legally required to accept title to the Real Property.
- (b) a duly authorized resolution or ordinance of Buyer's governing body authorizing the transactions contemplated by this Agreement.
- (c) Evidence, satisfactory to Seller, that Buyer has obtained all requisite approvals from State and Federal authorities and/or agencies including, but not limited to, the Board of Public Utilities (BPU) and Department of Environmental Protection (DEP).

ARTICLE IX - POST CLOSING OBLIGATIONS AND OTHER MATTERS

9.1 Seller's Termination of Use of the Water System; Conversion to Buyer's Water Supply; Seller acknowledges and agrees that it will terminate its use of the Water System to deliver water supply to its properties and upon closing, shall use the Township's municipal water supply system and be billed by the Township for such use.

9.2 Environmental Obligations of Buyer; Improvements. Buyer acknowledges and agrees that it has inspected the Water System and is aware of the need for certain improvements and of the need to attain compliance with certain New Jersey Department of Environmental Protection requirements. Buyer shall fully comply with all applicable federal, state and local laws, rules and regulations as to the Water System, including but not limited to NJDEP rules and regulations as the owner of the Water System.

9.3 Condition of Water System. Buyer acknowledges and agrees that Seller makes no representations or warranties as to the operating condition of the Water System and that

the Water System are sold in "AS IS, WHERE IS" condition. Buyer further acknowledges and agrees that Buyer shall maintain the Water System in good repair after the Closing.

9.4 Cellular Antennas. Seller currently has lease agreements with T-Mobile and Sprint related to antennas situated on the water tower. Seller shall retain, subsequent to closing, all lease proceeds from those lease agreements for the duration of those lease agreements.

9.4.1 The Buyer agrees that it will not enter into lease agreements for the installation or operation of cellular antenna(s) on the water tower with T-Mobile and Sprint for a period of time equivalent to when the Seller's current cell tower leases are due to expire..

9.4.2 The Buyer agrees that it will not enter into lease agreements for the installation or operation of cellular antenna(s) on the water tower with any other carrier for a period of 5 years from the date of closing.

9.4.3. Seller shall undertake its best efforts to enforce the terms of the T-Mobile lease agreement to compel T-Mobile to remove its equipment on or before February 6, 2021.

9.4.4. Seller shall undertake its best efforts to enforce the terms of the Sprint lease agreement to compel Sprint to remove and relocate its antennae and equipment to the County cell tower on or before May 1, 2021.

ARTICLE X INDEMNIFICATION

10.1. Obligation of Seller. Seller shall reimburse, indemnify and hold harmless Buyer from and against any and all damages, losses, deficiencies, liabilities, actions, suits, claims, proceedings, demand, fines, judgments, costs and other expenses which may be suffered or incurred by Buyer, in any way relating to, arising out of, or resulting from : (i) the breach of any representation or warranty of Seller set forth in Article IV of this Agreement (ii) the non-performance of any agreement, covenant or obligation on the part of Seller under this Agreement; and (iii) the Retained Liabilities.

10.2. Obligation of Buyer. From and after the Closing, Buyer shall reimburse, indemnify and hold harmless Seller from and against any and all damages, losses, deficiencies, liabilities, actions, suits, claims, proceedings, demand, fines, judgments, costs and other expenses which may be suffered or incurred by Buyer, in any way relating to, arising out of, or resulting from (i) the breach of any representation or warranty of Buyer set forth in this Agreement; (ii) the non-performance of any agreement, covenant or obligation on the part of Buyer under this Agreement; (iii) the Assumed Liabilities.

ARTICLE XI - MISCELLANEOUS

- 11.1. Governing Law; Entire Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to its principles of conflicts of law. This Agreement constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Agreement. This Agreement may be modified or amended only upon a writing signed by Buyer and Seller.
- 11.2. Venue; Service of Process. EACH PARTY HEREBY WAIVES ANY RIGHT OR ENTITLEMENT TO A TRIAL BY JURY FOR ANY MATTER, LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS AGREEMENT AND AGREES AND CONSENTS THAT ANY LEGAL ACTION OR PROCEEDINGS WITH RESPECT TO THIS AGREEMENT SHALL BE BROUGHT SOLELY AND EXCLUSIVELY IN BURLINGTON COUNTY IN THE STATE COURTS OF THE STATE OF NEW JERSEY. By execution and delivery of this Agreement, each party hereby (a) irrevocably accepts the exclusive jurisdiction of the aforesaid courts; (b) waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the venue set forth above; and (c) further waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.
- 11.3. Assignment. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any party hereto without the prior written consent of the other parties hereto. Subject to the preceding sentence, this Agreement shall be binding upon and inure to the benefit of, and be enforceable by and against, the parties hereto and their respective heirs, personal representatives, successors and expressly permitted assigns.
- 11.4. Waiver. A party's failure to enforce a provision of this Agreement or insist upon strict adherence to any term, covenant or condition of this Agreement, shall not constitute a waiver of such party's rights to enforce such provision or any other provision or term of this Agreement. All waivers must be made in writing and signed by the party granting such waiver. If any provision of this Agreement shall be declared invalid or illegal for any reason whatsoever, notwithstanding such invalidity or illegality, the remaining terms and provisions of this Agreement shall remain in full force and effect in the same manner as if the invalid or illegal provisions had not been contained herein.
- 11.5. Legal Representation. The parties represent that each party has been represented by legal counsel (or had the opportunity to be represented by counsel) in connection with the negotiation and execution of this Agreement. This Agreement shall not be interpreted in favor of any party due to the fact that this Agreement was prepared by the other party's legal counsel. Each party shall pay the respective costs and expenses (including, without limitation, fees and expenses of counsel, engineers and accountants) incurred or to be incurred by it

in connection with the negotiation, preparation, execution and delivery of this Agreement or performance of its obligations hereunder.

- 11.6. Notice. All notices, requests, demands, and other communications which are required or may be given under this Agreement shall be in writing to the parties' respective addresses set forth above in the introductory paragraph to this Agreement (or to such other address provided in accordance with this subsection), and shall be deemed to have been duly delivered when received if personally delivered; delivered the next day if sent by Federal Express (or similar overnight service); and delivered five (5) days after it is sent, if mailed via first class mail. This Agreement may be executed in several counterparts, each of which shall be deemed a duplicate original so long as each party has executed one counterpart; all of which counterparts collectively shall constitute one instrument representing this Agreement. A counterpart signed and sent by facsimile transmission shall be deemed duly executed and delivered.
- 11.7. Further Assurances. Each party agrees that from and after the Closing, upon the reasonable request of the other party hereto and without further consideration, they will execute and deliver such documents and further assurances and will take such other actions as may be reasonably requested in order to carry out the purpose and intention of this Agreement.

Signature Page Follows

IN WITNESS WHEREOF, this Agreement has been executed as of the day and year first above written.

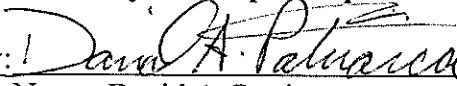
SELLER:

**COUNTY OF BURLINGTON,
a political subdivision of the State of New Jersey**

By: 
Name: EVE A. CULLINAN
Title: BURLINGTON COUNTY ADMINISTRATOR

BUYER:

**TOWNSHIP OF PEMBERTON,
a New Jersey municipal corporation**

By: 
Name: David A. Patriarca
Title: Mayor

Signature page to Asset Purchase Agreement

EXHIBIT A

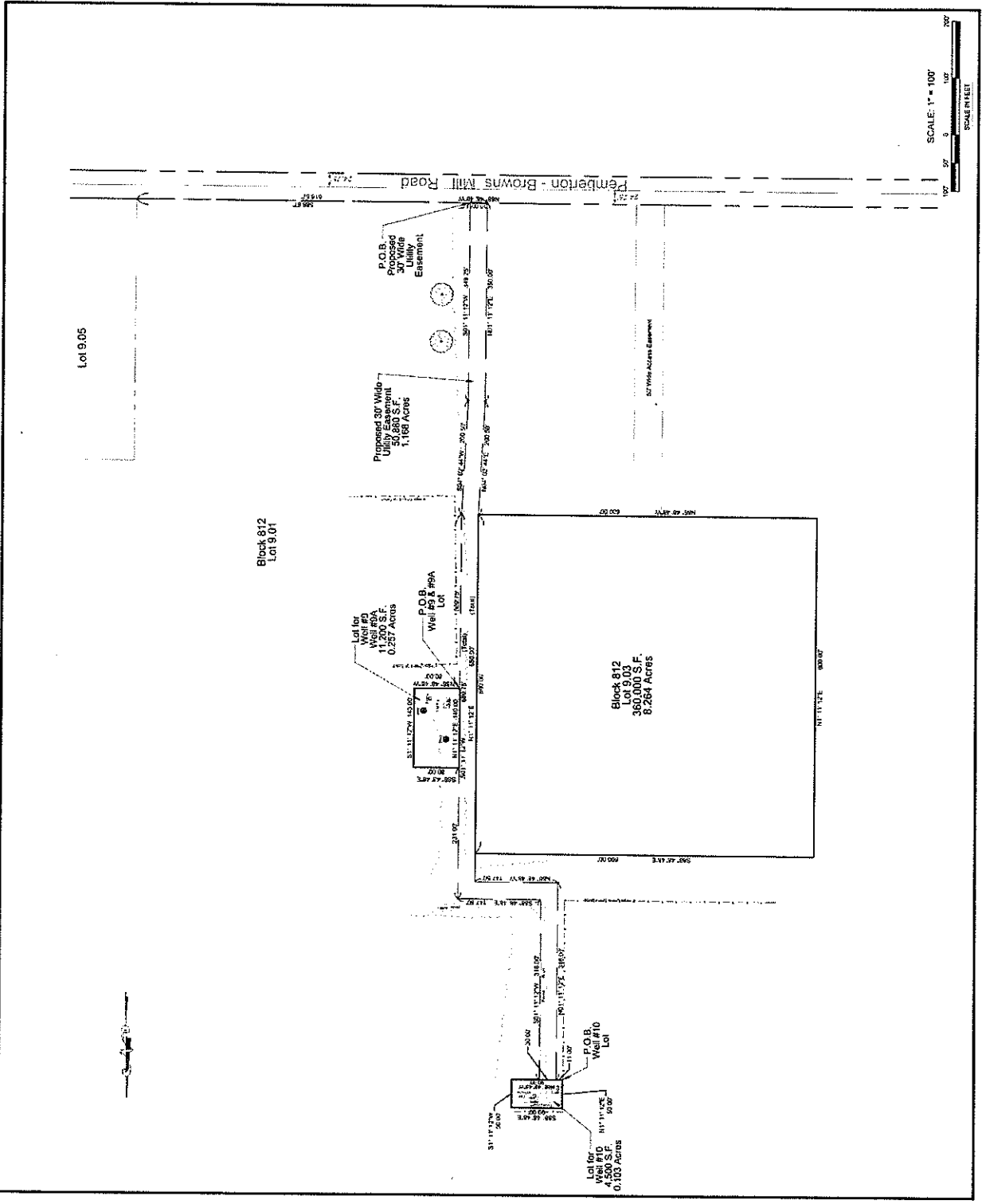
Richard A. Heggan
RICHARD A. HEGGAN

ARH
 ADAMS, REHMANN & HEGGAN
 ASSOCIATES, INC.
 275 BROADVIEW AVENUE
 SUITE 200
 BOSTON, MA 02127-2775
 TEL: 617-552-1234
 FAX: 617-552-1235

REVISIONS

Pemberton Township
 Water Program
 for
 E. HARRINGTON PLAN

DATE: 03/20/2003	BY: [Signature]
SCALE: 1" = 100'	



DATE: 03/20/2003	BY: [Signature]
SCALE: 1" = 100'	



Principals

Richard Rehmann, GISP
Chris Rehmann, PE, CME, PP, PLS
Richard Heggan, PLS, PP
Robert Heggan, PLS, PP

**BURLINGTON COUNTY
TO
TOWNSHIP OF PEMBERTON
30 Feet Wide Utility Easement
Across Lot 9.01 Block 812, Across Lot 9.01 in Block 812**

BEGINNING at a point in the northerly line of Pemberton-Browns Mills Road (49.5 feet wide) said point being where the easterly line of a proposed thirty (30) foot wide utility easement intersects the said line of Pemberton-Browns Mills Road, said point also being North 88 degrees 48 minutes 48 seconds West a distance of 588.67 feet from a point where the dividing line between Lots 9.01 and 9.05 in Block 812 intersects the said northerly line of Pemberton-Browns Mills Road and runs; thence

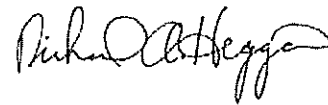
1. Along the northerly line of Pemberton-Browns Mills Road, North 88 degrees 48 minutes 48 seconds West a distance of 30 feet to a point; thence
2. Along the westerly line of the said utility easement, North 1 degrees 11 minutes 12 seconds East a distance of 350 feet to an angle point in the said easement; thence
3. Still along the same, North 4 degrees 02 minutes 44 seconds East a distance of 200.50 feet to an angle point in the same; thence
4. Still along the same, North 1 degrees 11 minutes 12 seconds East a distance of 650 feet to an angle point in the same; thence
5. Along the southerly line of the said easement, North 88 degrees 48 minutes 48 seconds West a distance of 147.50 feet to an angle point; thence
6. Along the westerly line of the said easement, North 1 degrees 11 minutes 12 seconds east a distance of 348 feet to a point where the said easement intersects the southerly line of the proposed lot for Well #8; thence
7. Along the southerly line of the proposed lot for Well #8, South 88 degrees 48 minutes 48 seconds East a distance of 30 feet to point where the easterly line of the said 30 feet wide utility easement intersects the southerly line of the proposed lot for Well #8; thence
8. Along the easterly line of the said 30 feet wide utility easement, South 1 degrees 11 minutes 12 seconds West a distance of 318 feet to an angle point in the same; thence
9. Along the northerly line of the said easement, South 88 degrees 48 minutes 48 seconds East a distance of 147.50 feet to an angle point in the same; thence

ARH Associates

Corporate Headquarters – 215 Bellevue Avenue – PO Box 579 – Hammonton, NJ 08037 – 609.561.0482 – fax 609.567.8909
Bloomfield Office – 2 Broad Street – Suite 602 – Bloomfield, NJ 07003 – 973.337.8562 – fax 973.337.8876

www.arh-us.com

10. Along the easterly line of the said easement, South 1 degrees 11 minutes 12 seconds West a distance of 680.75 feet to an angle point in the same; thence
11. Still along the easterly line of the said easement, South 4 degrees 02 minutes 44 seconds West a distance of 200.50 feet to an angle point in the same; thence
12. Still along the easterly line of the said easement, South 1 degrees 11 minutes 12 seconds West a distance of 349.25 feet to the point and place of BEGINNING.



Containing: 1.168 Acres

Richard A. Heggan, PLS
NJ License #27497

June 2, 2020

w:\fileroom\hq\3\3203020\sur\cor\d_b812-19.01.docx

**Principals**

Richard Rehmann, GISP
Chris Rehmann, PE, CME, PP, PLS
Richard Heggan, PLS, PP
Robert Heggan, PLS, PP

**BURLINGTON COUNTY
TO
TOWNSHIP OF PEMBERTON
Well #10 Lot
P/O Lot 9.01, Block 812**

BEGINNING at the southeasterly corner of proposed Lot for Well #8 said point being the following seven (7) courses from the point of intersection where the dividing line between Lots 9.01 and 9.05 in Block 812 intersects the northerly line of Pemberton-Browns Mills Road (49.5 feet wide) and runs; thence

- a) Along the northerly line of Pemberton-Browns Mills Road, North 88 degrees 48 minutes 48 seconds West a distance of 618.67 feet to a point where the westerly line of the proposed thirty (30) foot wide utility easement intersects the same; thence
 - b) Along the said utility easement, North 1 degrees 11 minutes 12 seconds East a distance of 350 feet to an angle point in said easement; thence
 - c) Still along the same, North 4 degrees 02 minutes 44 seconds East a distance of 200.50 to an angle point in the same; thence
 - d) Still along the same North 1 degrees 11 minutes 12 seconds East a distance of 650 feet to an angle point in the same; thence
 - e) Along the southerly line of the said easement, North 88 degrees 48 minutes 48 seconds West a distance of 147.50 feet to an angle point; thence
 - f) Along the westerly line of the said easement, North 1 degrees 11 minutes 12 seconds East a distance of 348 feet to a point where the said easement intersects the southerly line of the proposed Lot for Well #8; thence
 - g) Along the southerly line of the proposed lot for Well #8, North 88 degrees 48 minutes 48 seconds West a distance of 11 feet to the point of BEGINNING and runs; thence
1. North 1 degrees 11 minutes 12 seconds East a distance of 50 feet to a point; thence
 2. South 88 degrees 48 minutes 48 seconds East a distance of 90 feet to a point; thence
 3. South 1 degrees 11 minutes 12 seconds West a distance of 50 feet to a point; thence
 4. North 88 degrees 48 minutes 48 seconds West a distance of 90 feet to the point and place of BEGINNING.

Containing: 0.103 Acres

Richard A. Heggan, PLS
NJ License #27497

June 2, 2020

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ARH Associates

Corporate Headquarters – 215 Bellevue Avenue – PO Box 579 – Hammonton, NJ 08037 – 609.561.0482 – fax 609.567.8909
Bloomfield Office – 2 Broad Street – Suite 602 – Bloomfield, NJ 07003 – 973.337.8562 – fax 973.337.8876

www.arh-us.com



Principals

Richard Rehmann, GISP
Chris Rehmann, PE, CME, PP, PLS
Richard Heggan, PLS, PP
Robert Heggan, PLS, PP

**BURLINGTON COUNTY
TO
TOWNSHIP OF PEMBERTON
Well #9 & Well #9A Lot
P/O Lot 9.01, Block 812**

BEGINNING at a point in the easterly line of a proposed thirty (30) foot wide utility easement said point being the following four (4) courses from the point of intersection where the dividing line between Lots 9.01 and 9.05 in Block 812 intersects the northerly line of Pemberton-Browns Mills Road (49.5 feet wide) and runs thence;

- a) Along the northerly line of Pemberton-Browns Mills Road, North 88 degrees 48 minutes 48 seconds West a distance of 588.67 feet to a point where the easterly line of the proposed thirty (30) foot wide utility easement intersects the same; thence
 - b) Along the said utility easement, North 1 degrees 11 minutes 12 seconds East a distance of 349.25 feet to an angle point in said easement; thence
 - c) Still along the same, North 4 degrees 02 minutes 44 seconds East a distance of 200.50 to an angle point in the same; thence
 - d) Still along the same North 1 degrees 11 minutes 12 seconds East a distance of 309.75 feet to the point of BEGINNING; and runs; thence
1. Along the easterly line of the said thirty (30) foot wide utility easement, North 1 degrees 11 minutes 12 seconds East a distance of 140 feet to a point; thence
 2. South 88 degrees 48 minutes 48 seconds East a distance of 80 feet to a point; thence
 3. South 1 degrees 11 minutes 12 seconds a distance of 140 feet to a point; thence
 4. North 88 degrees 48 minutes 48 seconds West a distance of 80 feet to the point and place of BEGINNING.

Containing: 0.257 Acres

Richard A. Heggan, PLS
NJ License #27497

June 2, 2020

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**Principals**

Richard Rehmann, GISP
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Richard Heggan, PLS, PP
Robert Heggan, PLS, PP

**BURLINGTON COUNTY
TO
TOWNSHIP OF PEMBERTON
Block 845, Lot 20.03
Well #8**

BEGINNING at the point of intersection of the southerly line of Pemberton-Browns Mills Road (49.5 feet wide) with the northeasterly line of New Lisbon Road also known as Four Mile Road (49.5 feet wide) and runs; thence

1. Along the southerly line of Pemberton-Browns Mills Road, South 78 degrees 50 minutes 56 seconds East a distance of 216.94 feet to a point where the dividing line between Lots 20.02 and 20.03 in Block 845 intersects the said southerly line; thence
2. Along the dividing line between Lots 20.02 and 20.03 in Block 845, South 18 degrees 30 minutes 03 seconds West a distance of 178.16 feet to a point in the aforesaid northeasterly line of New Lisbon Road; thence
3. Along the northeasterly line of New Lisbon Road, North 36 degrees 32 minutes 38 seconds West a distance of 262.52 feet to the point and place of BEGINNING.

Containing: 0.44 Acres

Richard A. Heggan, PLS
NJ License #27497

This legal description was prepared without the benefit of a current outbound survey and is subject to changes when completed.

June 2, 2020

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EXHIBIT B

EXHIBIT B

Description of the Water System

A water system which services the Burlington County College property and facilities in addition to other Burlington County facilities (including the Juvenile Detention Center and an office building) and a small portion of Pemberton Township including the Aspen Hills Healthcare Center & Buttonwood Behavioral Health Hospital, the Pemberton Township Municipal Building, the Pinelands Commission Facility, and several residences, in an area known as New Lisbon. This water system is the sole potable water provider to this area (i.e., there are no interconnections). The water system includes: (1) **Elevated Storage Tank:** There is a 150,000-gallon elevated water spheroid tank was constructed in 1969, and is located at the intersection of Pemberton - Browns Mills Road and Four Mile Road on Block 845, Lot 20.03; (2) **Well 8:** This 8" well is located at the site of the elevated storage tank. This well has a pumping capacity of 200 gpm and was constructed to a depth of 370 feet in the Englishtown aquifer. A small building houses the well pump and motor; the disinfection system and an abandoned generator and there is a natural gas generator outside of the well building. (3) **Well 9:** This is an 8" diameter well with an existing treatment building still stands; (4) **Well 9A:** Well 9A was constructed in 2010 to a depth of 382 feet in the Englishtown formation and was capped at that time. There is no permanent pumping equipment or building associated with Well 9A; **Well 10:** This well is currently actively in service. The well is located adjacent to the former Minimum-Security Prison. This 8" diameter well was constructed in 1971 and is able to pump 230 gpm when last tested (vs. a permitted capacity of 300 gpm). There is also a well meter, air release valve, piping, disinfection system, pumping equipment in an associated building; and (6) **Water Distribution System:** The existing water distribution system consists mainly of 6" and 8" pipe which were installed in the early 1970's. Much of the piping is plastic or iron, and traverses private property and wooded areas rather than following roadway rights-of-way. The system services approximately 50 existing residential units and the Pinelands Commission Facility on Springfield Road in the area of the Township known as "New Lisbon." The purpose of the distribution system was to serve a small area of residential homes, connect all of the County structures to the existing wells, and serve the Municipal complex of Pemberton Township.