

MERCER COUNTY AGRICULTURAL DEVELOPMENT
BOARD APPROVAL OF HOUSE REQUEST AND
RESIDENTIAL ENVELOPE LOCATION ON THE SINGH
FARM, BLOCK 2713, LOT 19, HAMILTON TOWNSHIP WITH
CONDITIONS FOR ESCROW.

WHEREAS, Mr. Charanjit Singh is the owner of a 31-acre farm (“Farm”), located on Uncle Petes Road, Block 2713, Lot 19 of the Hamilton Township tax maps; and

WHEREAS, the Farm is deed restricted pursuant to a Deed of Easement which was imposed on the Farm in 2011; and

WHEREAS, paragraph 13(b) of the Farm Deed of Easement specifies that the Farm contains a 2-acre “floating” residential envelope (“Envelope”) where one single-family residence of up to 4,000 square feet may be located; and

WHEREAS, paragraph 13(b) of the Farm Deed of Easement also specifies, 1) that the CADB must approve the location of the Envelope, 2) that once approved, the location cannot be changed and the Envelope cannot be subdivided from the Farm, 3) that the Envelope must be surveyed and monumented at the owner’s sole expense, and 4) that the primary and secondary septic systems and fields servicing the residence must be constructed within the Envelope; and

WHEREAS, Mr. Singh applied to the Mercer County Agricultural Development Board (“CADB”) in June 2020 for approval to build a house within the Envelope and represented that:

1. He wishes to build a single-story 2,500 square foot single-family house with an attached garage and full basement within the Envelope and has provided the Board with an image showing the proposed location (Exhibit A); and
2. The driveway would be approximately 250 feet long and 15 feet wide with pavers or asphalt as appropriate; and
3. The house would be placed towards the front of the exception area, leaving most of it behind the house to allow for a septic system and home garden; and
4. He wishes to build an approximately 100-foot by 60-foot barn for his farm equipment; and

WHEREAS, it was brought to the CADB’s attention that water from the Farm has been flooding the neighboring Bartolone property, located at 117 Uncle Petes Road, Block 2713, Lot 18, Hamilton Township, and that soil erosion is occurring during rainstorms; and

WHEREAS, following consultation with Bartolone, the Township of Hamilton, the CADB Staff and the Natural Resource Conservation Service, Mr. Singh installed a berm along the boundary between the Farm and the Bartolone property and near the drainage pipe along Uncle Petes Road; and

WHEREAS, the CADB first heard Mr. Singh's house request at their June 1, 2020 meeting and decided not to act until it could be shown that the flooding and erosion had been addressed; and

WHEREAS, Mr. Singh asked that his house request be revisited at the August 3, 2020 CADB meeting, and, at its August 3, 2020 meeting, the CADB passed a resolution ("Resolution 2020-02") which granted conditional County Approval to Mr. Singh's application and which required, among other things, that Mr. Singh would seed the berm along with a five-foot buffer between the field and the berm with fescue or another similar permanent strong-rooted grass to hold the soil in place; and

WHEREAS, Mr. Singh has made application to the Township of Hamilton for a building permit for the residence and Hamilton Township has acknowledged that it cannot issue the building permit until the CADB confirms that the conditions of Resolution 2020-02 have been met; and

WHEREAS, the CADB agreed to hear Mr. Singh's request for determination on his compliance with the conditions of Resolution 2020-02 at its June 7, 2021 meeting; and

WHEREAS, in advance of the June 7, 2021 meeting, CADB staff visited the Property and determined that (i) the berm was presently in place and in good condition; (ii) the berm was apparently successful in preventing water from entering the backyard of the Bartolone property; (iii) the berm was causing water to flow towards the drainage ditch along Uncle Petes Road; (iv) the seeding of the berm was not successful and no grass had germinated; and (v) the buffer, which was required to be seeded pursuant to Resolution 2020-02, had not been seeded; and

WHEREAS, at the June 7, 2021 meeting, CADB staff presented its finding from the recent site visit, comments were presented by Mr. Singh, Ms. Bartolone, and Ms. Bartolone's counsel, and the CADB discussed possible solutions to enable Mr. Singh to obtain his building permit and commence construction of his home; and

WHEREAS, following review of pictures provided by CADB staff, consideration of CADB staff's comments, and the comments presented by Mr. Singh, Ms. Bartolone, and Ms. Bartolone's attorney, and following discussion by the CADB, the CADB determined that Mr. Singh's house request and proposed Envelope location should be approved and Hamilton Township authorized to issue building permits for the house, on satisfaction of certain conditions, including that Mr. Singh would enter into an escrow agreement with the CADB and post an escrow to ensure that Mr. Singh takes all appropriate steps necessary to seed the berm and buffer when appropriate, and Mr. Singh was agreeable to same; and

NOW THEREFORE BE IT RESOLVED that:

1. The CADB finds that Mr. Singh has provided the required plot plan prepared by Shore Point Engineering which depicts the location of the house site, attached hereto as Exhibit A;
2. The CADB finds that Mr. Singh has provided an email from Kevin E. Shelly, P.E. of Shore Point Engineering, attached hereto as Exhibit B, that confirms that "the property was designed as to not create any


negative drainage issues on this property or on any adjoining properties” and that the “proposed construction of this home will not create any flooding conditions”;

3. The CADB finds that Mr. Singh attempted to seed by hand the five-foot buffer between the field and berm with a fescue or other similar permanent strong-rooted grass to hold the soil in place, as was required by Resolution 2020-02, but the seed did not germinate;
4. The CADB finds that Mr. Singh has made application to Hamilton Township for building permits for his home.

NOW THEREFORE BE IT FURTHER RESOLVED that the CADB approves Mr. Singh’s house request and Envelope location and authorizes Hamilton Township to issue the building permit for the house, subject to compliance with the following conditions:

1. Mr. Singh shall enter into an escrow agreement (“Escrow Agreement”) with the CADB, in the form annexed hereto as Exhibit C, and shall post the escrow required thereunder.
2. If Mr. Singh determines not to enter into the Escrow Agreement and post the escrow, the approval of the house request shall be withheld until the Board is satisfied that the seeding of the berm and buffer was successful.
3. Mr. Singh shall provide the CADB with a survey containing monuments of the Envelope as required by Resolution 2020-02;
4. Mr. Singh shall obtain all other necessary municipal approvals and shall comply with all other regulatory requirements with respect to his construction, as well as continued efforts to eliminate the flooding and erosion conditions. The Deed of Easement is and shall continue to be the governing document;
5. The CADB continues to recommend that Mr. Singh plant a cover crop over the winter to hold the soil in place; and
6. Hamilton Township and the Mercer County Soil Conservation District will be provided with a copy of this Resolution.

I certify that the above Resolution was adopted at a meeting of the Mercer County Agricultural Development Board on June 7, 2021.

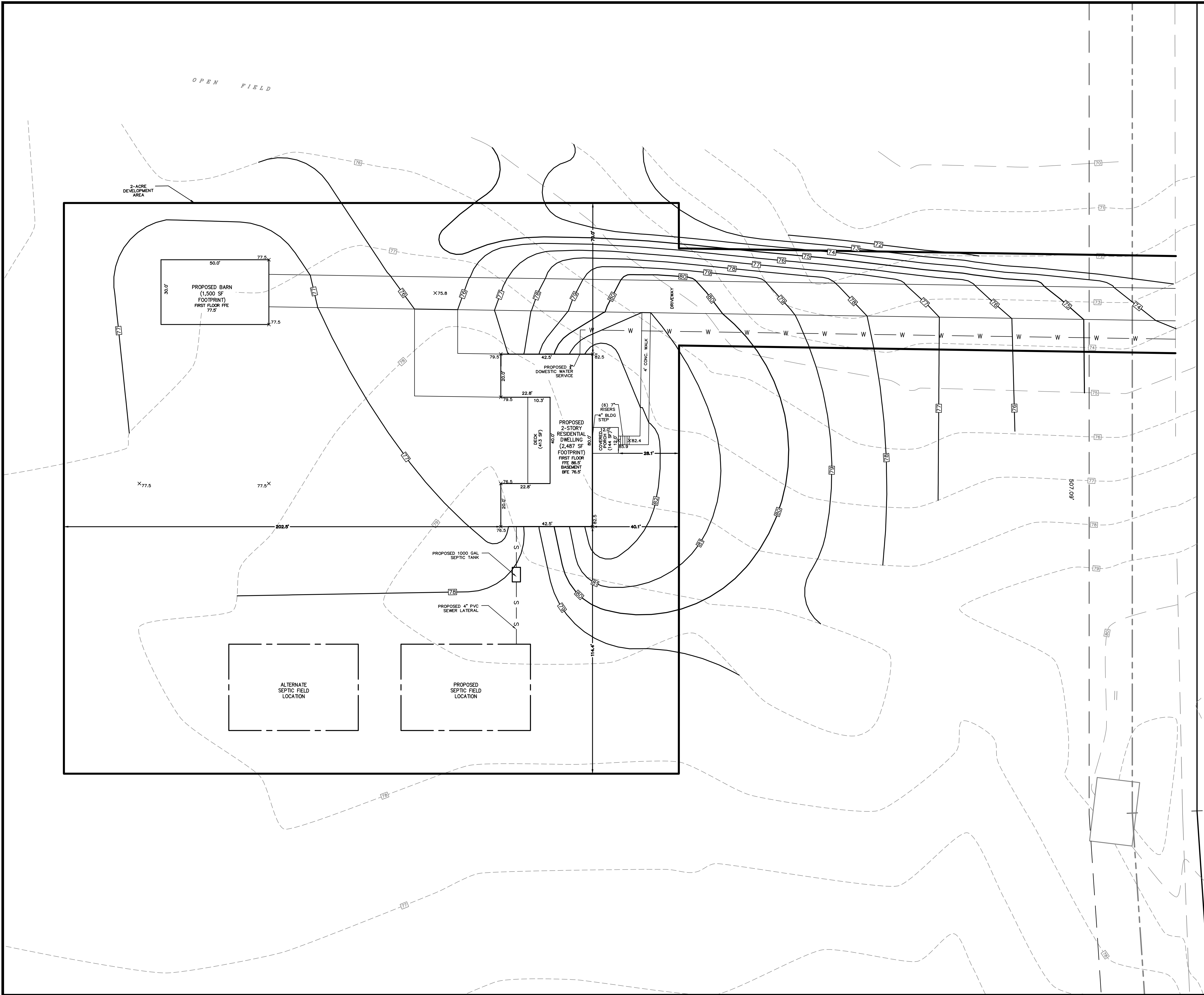


Emily Blackman, CADB Administrator

EXHIBIT A

DEPICTION OF ENVELOPE AND HOUSE/SEPTIC LOCATION

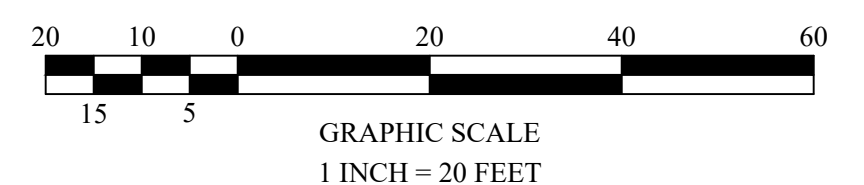
File Name: C:\Users\kasha\OneDrive - Shore Point Engineering\Shore Point Engineering\Clients\Single Family Homes\Jobs\SFH-206 - Uncle Petes Rd - Hamilton\DWG\Plot Plan.dwg
Plot time: Apr 08, 2021 - 2:32pm



LINE
2

Rural Resource Conservation (RRC) Zoning Schedule				
Uncle Pete's Road - Block 2713, Lot 19				
	Required	Existing	Proposed	Complies
Min. Lot Area	40,000 SF	1,388,396 SF	No Change	Yes
Min. Lot Frontage	150 Ft	1289 Ft	No Change	Yes
Min. Lot Depth	200 Ft	674 Ft	No Change	Yes
Min. Front Yard Setback	50 Ft	26.55 Ft	>50 Ft	Yes
Min. Rear Yard Setback	50 Ft	618 Ft	>50 Ft	Yes
Min. Side Yard Setback	30 Ft	497 Ft	>30 Ft	Yes
Max. Building Height	35 Ft	<35 Ft	27.5 Ft	Yes
Max. Building Coverage	12 %	0.04 %	0.62 %	Yes
Max. Density (units/net developable acre)	0.167	0.0	0.031	Yes

- NOTES
1. APPLICANT/OWNER
CHIARANJIT SINGH
44 2ND AVE
HAMILTON TOWNSHIP, NJ 08611
 2. PROJECT SITE KNOWN AND DESIGNATED AS BLOCK 2713; LOT 19, AS SHOWN ON THE CURRENT TAX ASSESSMENT MAP OF HAMILTON TOWNSHIP, NEW JERSEY (SHEET 313), CONTAINING A TOTAL OF 31.87 ACRES.
 3. LOT INFORMATION & TOPOGRAPHY BASED UPON SURVEY ENTITLED "PLAN OF SURVEY FOR LORKEN, LLC" DATED NOVEMBER 17, 2020, PREPARED BY HARRIS SURVEYING, LLC.
 4. VERTICAL DATUM: NAVD88.
 5. PROPERTY IS LOCATED IN FLOOD ZONE X (0.2% ANNUAL CHANCE FLOOD HAZARD), ACCORDING TO FEMA'S FLOOD INSURANCE RATE MAP 34021C0242F HAVING AN EFFECTIVE DATE OF JULY 20, 2016.
 6. ALL CONTRACTORS MUST CALL THE NEW JERSEY ONE CALL SYSTEM (1-800-272-1000) TO HAVE ALL UNDERGROUND UTILITIES LOCATED PRIOR TO ANY DEMOLITION, CONSTRUCTION, ABANDONMENT, SOILS INVESTIGATION, AND/OR EXCAVATIONS.
 7. ALL CONSTRUCTION SHALL COMPLY WITH HAMILTON TOWNSHIP REQUIREMENTS.



DATE	REVISIONS	BY

SHORE POINT ENGINEERING
 Certificate of Authorization No. 24GA28317800
 Kevin E. Shelly, P.E. PE No. GE05031300
 PO Box 257, Manasquan, NJ 08736
 T: 732-924-8100 | F: 732-924-8110
 www.shorepointengineering.com

Kevin E. Shelly Date: 4/8/21
Kevin E. Shelly, P.E.
 PROFESSIONAL ENGINEER
 N.J. Lic. No. GE05031300

UNCLE PETE'S ROAD
 BLOCK 2713, LOT 19
 SITUATED IN
 HAMILTON TOWNSHIP, MERCER COUNTY, NEW JERSEY

PLOT PLAN	
SCALE: 1"=20'	PROJECT No.: SFH-206
RELEASED BY: KES	DATE: 04/08/21
CHECKED BY: KES	Sheet Number
DRAWN BY: RZH	1 OF 1

EXHIBIT B

EMAIL FROM ENGINEER

Fwd: Uncle Pete's Road Plot Plan

Charanjit Singh <csdhillon@gmail.com>

Thu 4/8/2021 3:57 PM

To: Blackman, Emily <eblackman@mercercounty.org>

 1 attachments (401 KB)

2021-04-08 Plot Plan.pdf;

Here is a statement from Engineer house should cause any flooding or erosion. Pitch by nature of the house we picked is toward the opposite side of Lynn's property. Tx

----- Forwarded message -----

From: **Kevin Shelly** <kshelly@shorepointengineering.com>

Date: Thu, Apr 8, 2021 at 3:52 PM

Subject: Uncle Pete's Road Plot Plan

To: Charanjit Singh <csdhillon@gmail.com>

Charanjit,

Please find attached the completed plot plan for your new home. The property has been designed as to not create any negative drainage issues on this property or on any adjoining properties. The proposed construction of this home will not create any flooding conditions either. Upon submission of this plan to the township, the Township Engineer will review the proposed design to ensure that the project does not negatively impact any adjacent properties.

Kevin



Kevin E. Shelly, P.E.

O: 732-924-8100 x 1001

C: 908-415-4335

KShelly@shorepointengineering.com

Wall Circle Park

1985 Highway 34, Suite A7

Wall, NJ 07719

T: 732-924-8100 | F: 732-924-8110

www.Shorepointengineering.com

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Regards

Charanjit Singh

WARNING: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

EXHIBIT C
ESCROW AGREEMENT

**BERM AND BUFFER SEEDING AND RESTORATION
ESCROW AGREEMENT**

THIS BERM AND BUFFER SEEDING AND RESTORATION ESCROW AGREEMENT ("Escrow Agreement") made on this _____ day of _____, 2021, by and between the *Mercer County Agricultural Development Board*, with offices at 640 South Broad Street, Trenton, New Jersey, 08650, (*hereinafter referred to as the "County"*) and *Charanjit Singh*, with an address of 259 Meadowbrook Road, Robbinsville, New Jersey 08691 (*hereinafter referred to as "Singh"*) and *Parker McCay P.A.*, with an address of 9000 Midlantic Drive, Mount Laurel, New Jersey 08054 (*hereinafter referred to as "Escrowee"*).

WHEREAS, Singh is the owner of certain real property consisting of approximately 31 acres of land located at Uncle Petes Road in the Township of Hamilton, County of Mercer and State of New Jersey, known as Block 2713, Lot 19, on the tax maps of the Township of Hamilton (the "Property"); and

WHEREAS, the Property is deed restricted pursuant to a Deed of Easement imposed on the Property in 2011; and

WHEREAS, the Deed of Easement provides for a 2 acre floating residential envelope ("Building Envelope") within which a single family home of no more than 4,000 square feet may be constructed; and

WHEREAS, Paragraph 13(b) of the Deed of Easement requires the approval of the Board as to the location of the Building Envelope and the application for construction of the residence (the "County Approval"); and

WHEREAS, the Board was notified by the adjacent property owner of excessive water runoff from the Property, which was allegedly causing flooding to the adjacent property; and

WHEREAS, Singh made application to the Board for County Approval of his proposed location of the Building Envelope, which is situated in approximately the center of the Property and away from the adjoining properties; and

WHEREAS, the Board determined that it could not issue the County Approval until the flooding and erosion issues were addressed; and

WHEREAS, following consultation with the County, the Township of Hamilton, the adjacent property owner and the Natural Resource Conservation Service, Singh agreed to install a berm ("Berm") along the boundary line between the Property and the affected property, near the drainage pipe along Uncle Pete's Road; and

WHEREAS, at its August 3, 2020 meeting, the Board passed a resolution ("Resolution 2020-02") which granted conditional County Approval to Singh's application and which required, among other things, that Singh seed the Berm along with a five foot buffer ("Buffer") between the field and the Berm with fescue or another similar permanent strong-rooted grass to hold the soil in

place; and

WHEREAS, Singh has made application to the Township of Hamilton for a building permit for the residence and Hamilton Township has acknowledged that it cannot issue the building permit until the Board confirms that the conditions of Resolution 2020-02 have been met; and

WHEREAS, the Board agreed to hear Singh's request for determination on the conditions of Resolution 2020-02 at its June 7, 2021 meeting; and

WHEREAS, in advance of the June 7, 2021 meeting, Board staff ("Staff") visited the Property and determined that (i) the Berm was presently in place and in good condition; (ii) the Berm was apparently successful in preventing water from entering the back yard of the adjacent property; (iii) the Berm was causing water to flow towards the drainage ditch along Uncle Petes Road; (iv) the seeding of the Berm and Buffer, which was required to be seeded pursuant to Resolution 2020-02, was not successful and no grass had germinated; and

WHEREAS, at the June 7, 2021 meeting, Staff presented its findings from its recent site visit, comments were presented by Singh, the adjacent property owner, and the adjacent property owner's counsel, and the Board discussed possible solutions to enable Singh to obtain his building permit and commence construction of his home; and

WHEREAS, the Board determined that it was appropriate to hold an escrow posted by Singh to ensure that Singh take all appropriate steps necessary to seed the Berm and Buffer when appropriate, and Singh was agreeable to same; and

WHEREAS, as a material inducement to the Board to issue the County Approval in order for Hamilton Township to issue the building permit, Singh has agreed to post an escrow in the amount of Ten Thousand Dollars (\$10,000.00) as a Berm and Seeding Escrow (the "Berm and Seeding Escrow") and take the actions required by this Agreement and Resolution 2021-02. The Berm and Seeding Escrow is to be held in escrow by the Board's counsel as Escrowee in its designated attorney trust account for the period of approximately one (1) year for purposes of monitoring the Berm and Seeding Project as required by Resolution 2021-02; and

WHEREAS, at its June 7, 2021 meeting, the Board approved Resolution 2021-02, attached hereto as Exhibit B, which requires that Singh take certain steps to seed the Berm and Buffer and reconstruct the Berm if same becomes necessary (collectively, the "Berm and Seeding Project"); and

WHEREAS, Escrowee is willing to hold the Berm and Seeding Escrow in escrow on the terms and conditions hereinafter set forth.

NOW THEREFORE, the parties hereto agree as follows:

1. Escrow: Simultaneously with execution of this Agreement, Singh shall deposit an escrow in the amount of Ten Thousand Dollars (\$10,000.00) to be held in Escrowee's attorney

trust account until the Berm and Seeding Project is reinspected in June 2022.

2. Berm Restoration. Singh shall inspect the Berm periodically during the Summer 2021 to ensure that the Berm has not eroded. If the Berm has eroded, Singh shall reconstruct the Berm. Staff will visit the Property in August 2021 to confirm that Berm has not eroded. If Staff determines that the Berm has eroded, Singh shall again reconstruct the Berm to the satisfaction of Staff and the Rutgers Extension Service (“Rutgers”). Such reconstruction shall be completed no later than September 1, 2021.

3. Seeding. Singh shall seed the Berm and Buffer no later than October 1, 2021. Seeding must be performed using best management practices as determined by Rutgers and conveyed to Singh. No hand seeding shall be conducted. Singh shall remove all soybean or other crops and all weeds prior to seeding. Singh shall water the Berm and Buffer as appropriate to assist in the germination of the seed. Singh shall provide notice to Staff within five days of completion of the seeding. Staff has the right to inspect the Berm and Buffer upon notice to Singh.

4. No Withdrawals of the Escrow by Singh: Singh shall have no right to draw from the Berm and Seeding Escrow to complete any work associated with the Berm and Seeding Project.

5. Reinspection. Staff and Rutgers shall reinspect the Berm and Buffer in June 2022 to confirm that the Berm is stable and grass has become established on the Berm and in the Buffer. Staff shall report back to the Board at its June 2022 meeting with its findings on the Berm and Seeding Project. If it is determined following the June 2022 inspection, as evidenced by a finding issued by Staff and Rutgers, that the Berm and Seeding Project was successful and has resulted in a stable Berm with successful germination of grass on the Berm and in the Buffer, the Board shall authorize the release of the Berm and Seeding Escrow to Singh. In such event, the Berm and Seeding Escrow shall be released by Escrowee within fifteen (15) days of the June 2022 meeting. Notwithstanding the foregoing, Escrowee shall not release the Berm and Seeding Escrow and Singh shall have no right to demand such a release if Staff and Rutgers determine that the Berm and Seeding Project was not successful, in which event the Board may utilize the Berm and Seeding Escrow as provided in Paragraph 6 below.

6. Withdrawals of the Escrow by Board or Designee: If it is determined that the Berm and Seeding Project was not successful or if it has been determined that Singh has failed to take the necessary action to ensure the success of the Berm and Seeding Project, the Board or its designee shall have the right to perform any work related to the Berm and Seeding Project and Singh shall provide unobstructed access to the Board or its designee in order to perform such work. All costs for same shall be paid out of the Berm and Seeding Escrow. Singh shall have no right to contest or otherwise dispute a disbursement of funds from the Berm and Seeding Escrow pursuant to this paragraph. The Board shall have the right to withdraw funds from the Berm and Seeding Escrow to reimburse any costs it incurs that are associated with the enforcement of its rights under the terms of this Agreement, including, but not limited to, reasonable attorney's and consultant's fees.

7. Liability of Escrowee: Singh and the Board recognize and acknowledge that Escrowee is serving without compensation and solely as an accommodation to the parties hereto and they each agree that Escrowee shall not be liable to either of the parties for any error of

judgment, mistake, or act or omission hereunder or any matter or thing arising out of its conduct hereunder, except for Escrowee's willful misfeasance or gross negligence. Singh and the County recognize that Escrowee is the attorney for the Board and they hereby consent to the Board's attorney acting as Escrowee.

8. Notices: All notices, certificates, and other communications permitted hereunder shall be in writing and shall be deemed duly served and given five (5) days after mailed by registered or certified mail, return receipt requested, postage prepaid, at a regularly maintained branch of the United States Postal Service or upon receipt if sent by prepaid reputable overnight courier or by telecopy.

9. Execution in Counterparts: This Escrow Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original, and all such counterparts shall together constitute only one and the same agreement.

10. Survival: The terms of this Escrow Agreement shall survive and shall not terminate until the earlier of (i) receipt by the Board of documentation from Staff and Rutgers that the success criteria of the Berm and Seeding Project have been met or (ii) the Berm and Seeding Escrow is used by the Board to complete the Berm and Seeding Project.

[Signature page follows]

IN WITNESS WHEREOF, the Singh and the County have signed this Agreement and in case of corporation, the agreement has been signed by its proper corporate officers, and its corporate seal has been affixed the day and year first above written pursuant to an appropriate resolution of such corporation.

Singh and the County have signed this Agreement this _____ day of _____, 2021.

WITNESSED OR ATTESTED BY:

**MERCER COUNTY AGRICULTURAL
DEVELOPMENT BOARD**

By: _____

By: _____

Name: Steven Jany

Title: Chairperson

Date Signed: _____

Witnessed By:

By: _____

By: _____

Name: Charanjit Singh

Date Signed: _____

ON BEHALF OF ESCROWEE:

Witnessed By:

PARKER MCCAY P.A.

By: _____

By: _____

Name: Susan E. Bacso

Title: Shareholder

Date Signed: _____