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**RESOLUTION URGING THE STATE OF NEW JERSEY TO
RESTORE FUNDING TO THE PUBLIC ARCHIVES AND RECORDS
INFRASTRUCTURE SUPPORT (PARIS) GRANT PROGRAM**

WHEREAS, the New Jersey Legislature authorized the creation of the Public Archives and Records Infrastructure Support (PARIS) program in 2003 to boost the efficiency, integrity and security of public records systems at the county and municipal level; preserve more than three centuries of local government archives; and promote intergovernmental sharing of services and facilities; and

WHEREAS, the PARIS program's intent was to address the need for building and improving the infrastructure of county and municipal records systems enterprise-wide and drive down the administrative cost to taxpayers; and

WHEREAS, the PARIS program was funded by document filing and recording fees collected by County Clerks; and

WHEREAS, document filing and recording fees are still being collected by the County Clerks however the State has ceased issuing PARIS grants since July of 2009 and has diverted the fees elsewhere; and

WHEREAS, since PARIS funding has not been granted by the State since July of 2009, the County of Gloucester has been severely impacted in the following ways;

- The resources to preserve the historical documents belonging to some of Gloucester County's oldest offices have been drastically reduced due to the lack of funding. Funding is no longer available to help lay the foundation for a very much needed countywide records archival center. Funding no longer is available to procure the appropriate shelving to store the ever increasing amount of records. Microfilming permanent records, updating electronic document management systems, and updating network infrastructure have all been severely impacted as well; and
- Gloucester County's ability to expand its records management program has been severely impeded which includes the provision of shared services to twenty four municipalities in Gloucester County. These municipal services include public record organization and purging (as per state standards); and
- Without the PARIS Grant, Gloucester County is unable to adequately address the record management needs of all County departments including its twenty four municipalities, as set forth by New Jersey Administrative Code Title 15.

NOW, THEREFORE, BE IT RESOLVED that the Gloucester County Board of Chosen Freeholders urges the State to restore the PARIS Grant program to allow the County of Gloucester to carry on its mission to ensure the integrity and accessibility of all public records; and

BE IT FURTHER RESOLVED that certified copies of this Resolution be forwarded to Governor Chris Christie, Office of Governor, State Senator/Senate President Stephen M. Sweeney, District 3, Assemblyman/Deputy Assembly Speaker John J. Burzichelli, District 3, Assemblywoman Celeste M. Riley, District 3, State Senator Fred H. Madden, Jr., District 4, Assemblyman Domenick DiCicco, Jr., District 4, Assemblyman Paul D. Moriarty, District 4, State Senator Donald Norcross, District 5, Assemblyman Angel Fuentes, District 5 and Assemblyman Gilbert L. Wilson.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 21, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

F4

RESOLUTION AUTHORIZING THE GRANT APPLICATION FOR ENFORCING THE UNDERAGE DRINKING LAWS ("COPS IN SHOPS") STATE BLOCK GRANT THROUGH THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE FOR THE PERIOD JUNE 1, 2012 TO MAY 31, 2013 IN THE TOTAL AMOUNT OF \$36,000

WHEREAS, the Gloucester County Prosecutor desires to submit a grant application to the State of New Jersey Division of Alcoholic Beverage Control, to request funding for the Enforcing the Underage Drinking Laws ("Cops in Shops") State Block Grant Program. This grant will provide funding to reimburse municipal departments for overtime incurred for officers to monitor various retail establishments within Gloucester County. The reimbursement rate will be \$55.00 per hour, allowing for two to four officers per detail, and four hours per officer for 40 to 60 details during the grant period; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester deems this to be beneficial to the citizens of the County of Gloucester; and

WHEREAS, the Gloucester County Prosecutor's Office reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

WHEREAS, the Gloucester County Prosecutor's Office has submitted the grant application to the Department of Human Services for review, and said agency has approved said application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the State of New Jersey, Division of Alcoholic Beverage Control for the administration of grant projects.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that:

1. The grant application is hereby authorized and the Freeholder Director shall execute any and all documents in connection with the filing of said grant application with the State of New Jersey, Division of Alcoholic Beverage Control, requesting grant funds to be used for the Enforcing Underage Drinking Laws ("Cops in Shops") State Block Grant Program commencing June 1, 2012 through May 31, 2013.
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held, December 21, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

**ROBERT N. DILELLA,
CLERK OF THE BOARD**



F4

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damming

FREEHOLDER LIAISON
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870

Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

TO: Nicholas Schock

DEPARTMENT: Prosecutors Office

GRANT TITLE: FY11 Enforcing the Underage Drinking Laws

Cops n Shops

DATE: December 8, 2011

CERTIFICATION LETTER

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements

REVIEWED BY: [Signature]

REVIEWED BY: Lisa Cerny
Grants Coordinator

FREEHOLDER MEETING: December 21, 2011

New Jersey Relay Service - 711
Gloucester County Relay Service
(TTY/ITD) - (856)848-6616



Gloucester County Prosecutor

SEAN F. DALTON
Prosecutor

MICHAEL S. CURWIN
First Assistant Prosecutor

P.O. Box 623
Woodbury, NJ 08096
(856) 384-5500
FAX (856) 384-8624
E-Mail: gcprosecutor@co.gloucester.nj.us

FREDERICK A. SUTER
Chief of Investigators

December 5, 2011

Ms. Kelly Troilo, Grant Coordinator
State of New Jersey
Division of Alcoholic Beverage Control
P.O. Box 087
Trenton, NJ 08625

Re: FY11 Enforcing the Underage Drinking Laws Block Grant

Enclosed, please find a grant application from the Gloucester County Prosecutor's Office to continue the "Cops in Shops" countywide task force. One original application and two copies are enclosed. It is my understanding that a Freeholder resolution is necessary for applicants from county government and one will be provided. This resolution is scheduled for a future meeting with the Board of Chosen Freeholders and a copy will be sent to your office upon completion.

If you have any questions or concerns, kindly contact me at 856-384-5635. I also have an e-mail address of nschock@co.gloucester.nj.us.

Very truly yours,

SEAN F. DALTON
COUNTY PROSECUTOR

By 

Nicholas F. Schock
Detective
Project Director

**Enforcing the Underage Drinking Laws (EUDL) Block Grant –
Application Checklist**

Applicant Name Gloucester County Prosecutor's Office

Instructions: The Application Checklist is provided to serve as a guide to ensure the submission of a complete application.

Submit three copies of the completed application (an original and two copies; original must contain original signatures.)

Application:

- Applicant Information Form
- Contact Information Form
- Application Authorization Form
- Program Narrative
 - Description of the Project that includes: Agency Background, Experience and Capability, Problem Statement/Needs Assessment, Geographic Information, Goal (s), Objective (s), Activities, Time Line, Partnership/Coalition Building (letters of support/Cops in Shops applicants – letters of intent to participate), Project Management and Staff, Evaluation
 - Project Budget Detail Worksheet
 - Budget Narrative describing each category of the budget listed on the Budget Detail Worksheet
- Resolution of Participation and Certification Signed and Sealed by Recording Officer (not applicable if a non-governmental agency)
- Federal Financial Accountability and Transparency Act Form (If sub-grant request is for \$25,000 or more)
- Proof of registration or exemption under the Charitable Registration & Investigation (CRI) Act (If a non-profit agency)

NOTE: ONLY COMPLETE APPLICATIONS WILL BE REVIEWED. IT IS IMPORTANT THAT ALL OF THE REQUIRED ITEMS BE SUBMITTED WITH THE APPLICATION.

APPLICANT INFORMATION

1. Official Name of Applicant Agency: Gloucester County Prosecutor's Office

2. Type of Agency: ___ State XX County ___ Municipality ___ Non-profit

3. Street Address: 70 Hunter Street, 3rd Floor

City: Woodbury State: New Jersey Zip Code: 08096

4. Mailing Address (if different from above):

Post Office Box 623, Woodbury, NJ 08096

5. Federal ID Number: 21-6000660

6. Website: www.co.gloucester.nj.us

7. Location:

Rural XX

Suburban: XX

Urban: XX

The County of Gloucester encompasses all three types of locations.

CONTACT INFORMATION

Primary Contact Person

1. Name: Nicholas F. Schock
2. Title: Detective
3. Address: P.O. Box 623
City: Woodbury State: NJ Zip Code: 08096
4. Phone Number (with extension): (856) 384-5635
5. Fax Number: (856) 384-5596
6. E-Mail Address: nschock@co.gloucester.nj.us

Secondary Contact Person

1. Name: Carolyn Szolack
2. Title: Administrative Assistant / Grants Coordinator
3. Address: P.O. Box 623
City: Woodbury State: NJ Zip Code: 08096
4. Phone Number (with extension): (856) 384-5533
5. Fax Number: (856) 384-8624
6. E-Mail Address: csolack@co.gloucester.nj.us

Chief Financial Officer

1. Name: Gary Schwarz
2. Title: Treasurer
3. Address: P.O. Box 337
City: Woodbury State: NJ Zip Code: 08096
4. Phone Number (with extension): (856) 853-3353
5. Fax Number: (856) 845-6234
6. E-Mail Address: gschwarz@co.gloucester.nj.us

APPLICATION AUTHORIZATION

To the best of my knowledge, the information in this application is true and correct, the document has been duly authorized by the governing body of the applicant or other authorized party, and the applicant will comply with all the General Conditions and Assurances associated with this program.

The undersigned gives authorization to submit the application to the State of New Jersey, Division of Alcoholic Beverage Control for the following subgrant project:

Enforcing the Underage Drinking Laws (EUDL)

(Name of proposed project)

At and estimated cost of \$ 36,000.



(Signature of Project Director/CEO)

Detective
(Title)

12/5/2011
(Date)

Nicholas F. Schock
(Printed Name of Project Director/CEO)

Federal Financial Accountability and Transparency Act Information Form

To be completed by Subrecipient:

1. Agency Name: Gloucester County Prosecutor's Office

2. City: Woodbury 3. State: NJ

4. Congressional District: 5th 5. County: Gloucester

6. DUNS number: 95-736-2247
(<http://www.dnb.com/us/>)

7. Location of Primary Place of Performance of Project (if different than above):

City: Same as above State: _____

Congressional District: _____ County: _____

8. Central Contractor Registration Completed: Yes No _____

(<http://www.ccr.gov/>)

If No, please explain: _____

9. The names and total compensation of the five most highly compensated officers of the entity (and parent if owned by another entity) if:

(i) the entity in the preceding fiscal year received—

(a) 80 percent or more of its annual gross revenues in Federal awards; and

(b) \$25,000,000 or more in annual gross revenues from Federal awards; and

(ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

Officer Name

Total Compensation

#1 _____
#2 _____
#3 _____
#4 _____
#5 _____

10. Signature of Agency Representative: Det [Signature]

To be completed by Division/SubGrantor:

1. Amount of Award: _____

2. Federal: _____ 3. Match or State Share: _____

4. Award Title: _____ 5. Award Number: _____

6. Transaction Type: _____

7. CFDA Number: _____

8. Program Source: _____

This is a sample resolution.

An official resolution adopted by the
Freeholder Board of Gloucester County
will follow when completed.

THE OFFICE OF JUVENILE JUSTICE AND DELINQUENCY
PREVENTION (OJJDP) ENFORCING THE UNDERAGE DRINKING
LAWS STATE BLOCK GRANT PROGRAM; RESOLUTION APPROVING
PARTICIPATION WITH THE STATE OF NEW JERSEY DIVISION
OF ALCOHOLIC BEVERAGE CONTROL PROGRAM

WHEREAS, the Division of Alcoholic Beverage Control (ABC) is responsible for administering the Office of Juvenile Justice Delinquency Prevention (OJJDP) State Block Grant Program Enforcing the Underage Drinking laws;

WHEREAS, Gloucester County wishes to apply to ABC for funds in connection with a project entitled Enforcing the Underage Drinking Laws (EUDL) _____:

WHEREAS, the Gloucester County Prosecutor's Office has reviewed said application and finds approval thereof to be in the best interests of the municipality/county; and

WHEREAS, said project is a joint project between the State of New Jersey (ABC) and County of Gloucester for the purposes therein described:
(Unit of Government)

NOW, THEREFORE, BE IT RESOLVED by the Freeholder Board of Gloucester County (1) that as a matter of public policy the County of Gloucester wishes to participate with the State of New Jersey (ABC) to the greatest extent possible; (2) that the Division of Alcoholic Beverage Control (ABC) be requested to accept said application on behalf of the municipality/county; and (3) that the appropriate fiscal officer will accept the funds in connection with said project from the ABC and make disbursements in accordance with said application.

CERTIFICATION OF RECORDING OFFICER

This is to certify that the foregoing Resolution is a true and correct copy of a resolution finally adopted at the meeting of the _____ held on the _____ of _____, 2012, and duly recorded in my office; that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and that I am duly authorized to execute this certificate.

DATED this _____ day of _____, 20__.

SEAL _____
(Signature of Certifying Officer)

(Title of Certifying Officer)

Budget Detail Worksheet

All required information must be provided. Any category of expense not applicable to your budget may be deleted.

A. Salaries and Wages - List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization.

Name/Position	Computation	Cost
3 various officers	x 54.5 operations x 4 hours per operation	=\$36,000
	x \$55 per hour	
TOTAL		<u>\$36,000</u>

B. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed in budget category (A) and only for the percentage of time devoted to the project. Fringe benefits on overtime hours are limited to FICA, Workman's Compensation, and Unemployment Compensation.

Name/Position	Computation	Cost
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TOTAL N/A

Total Personnel & Fringe Benefits N/A

C. Travel - Itemize travel expenses of project personnel by purpose (e.g. staff to training, field interview, advisory group meetings, etc.). Show the basis of computation (e.g. six people to 3-day training at \$X airfare, \$X lodging, \$X subsistence). In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and the unit costs involved. Identify the location of travel, if known. Indicate source of Travel Policies applied, Applicant or Federal Travel Regulations.

Purpose of Travel	Location	Item	Computation	Cost
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TOTAL N/A

E. Supplies - List items by type (office supplies, postage, training materials, copying paper and expendable equipment items costing less than \$5,000, such as books, hand held tape recorders) and show the basis for computation. (Note: Organization's own capitalization policy may be used for items costing less than \$5,000.) Generally, supplies include any materials that are expendable or consumed during the course of the project.

Supply Items	Computation	Cost
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TOTAL	N/A
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F. Construction - As a rule, construction costs are not allowable. In some cases, minor repairs or renovations may be allowable. Check with the program office before budgeting funds in this category.

<u>Purpose</u>	<u>Description of Work</u>	<u>Cost</u>
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TOTAL N/A

G. Consultants/Contracts - Indicate whether applicant's formal, written Procurement Policy or the Federal Acquisition Regulations are followed.

Consultant Fees: For each consultant enter the name, if known, service to be provided, hourly or daily fee (8-hour day), and estimate time on the project. Consultant fees in excess of \$450 per day require additional justification and prior approval from OJP.

<u>Name of Consultant</u>	<u>Service Provided</u>	<u>Computation</u>	<u>Cost</u>
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SUBTOTAL N/A

Consultant Expenses: List all expenses to be paid from the grant to the individual consultants in addition to their fees (i.e. travel, meals, lodging, etc.)

<u>Item</u>	<u>Location</u>	<u>Computation</u>	<u>Cost</u>
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SUBTOTAL N/A

Contracts: Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source contracts in excess of \$100,000.

<u>Item</u>	<u>Cost</u>
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SUBTOTAL N/A

TOTAL N/A

H. Other Costs - List items (e.g. rent, reproduction, telephone, janitorial or security services, and investigative or confidential funds) by major type and the basis of the computation. For example, provide the square footage and the cost per square foot for rent, or provide a monthly rental cost and how many months to rent.

<u>Description</u>	<u>Computation</u>	<u>Cost</u>
TOTAL		<u>N/A</u>

I. Indirect Costs - Indirect costs are allowed only if the applicant has a Federally approved indirect cost rate. A copy of the rate approval, (a fully executed, negotiated agreement), must be attached. If the applicant does not have an approved rate, one can be requested by contacting the applicant's cognizant Federal agency, which will review all documentation and approve a rate for the applicant organization, or if the applicant's accounting system permits, costs may be allocated in the direct cost categories.

Description	Computation	Cost
		N/A

Budget Summary - When you have completed the budget worksheet, transfer the totals for each category to the spaces below. Compute the total direct costs and the total project costs. Indicate the amount of Federal requested and the amount of non-Federal funds that will support the project.

<u>Budget Category</u>	<u>Amount</u>
A. Salaries and Wages	<u>\$36,000</u>
B. Fringe Benefits	<u>N/A</u>
C. Travel	<u>N/A</u>
D. Equipment	<u>N/A</u>
E. Supplies	<u>N/A</u>
F. Construction	<u>N/A</u>
G. Consultants/Contracts	<u>N/A</u>
H. Other	<u>N/A</u>
Total Direct Costs	<u>\$36,000</u>
I. Indirect Costs	<u>N/A</u>
TOTAL PROJECT COSTS	<u>\$36,000</u>
Federal Request	<u>\$36,000</u>
Non-Federal Amount	<u>N/A</u>

Background, Experience and Capability

The County of Gloucester is comprised of approximately 330 square miles and approximately 288,288 residents according to the U.S. Census Bureau. It is considered one of the fastest growing counties in the State of New Jersey and is projected to have the largest population growth by 2025. Gloucester County contains a diversity of landscape, population and development that reflects the varied lifestyles of the approximately 288,288 residents. Gloucester County is a main thoroughfare to reach the New Jersey shore communities.

Located in the southern portion of the State, Gloucester County contains a balance between urban, suburban and rural countryside neighborhoods. Our educational facilities – Gloucester County Community College, Rowan University and the Gloucester County Vocational High School and Technical Institute— recruit young adults from around the area. There are also 15 high schools in Gloucester County.

As a recipient of this Block Grant in 2004 through 2011 Gloucester County plans to continue a task force approach comprising of sworn police officers throughout the County and from the County Prosecutor's Office. Task force personnel were selected by the Chief of County Investigators / their respective Chiefs of Police and named as candidates for the task force. Upon approval and acceptance by the County Prosecutor, this group of trained and highly motivated officers will be deployed on scheduled evenings to participate in the operations.

Although the Enforcing the Underage Drinking Laws (EUDL) operation was new to Gloucester County in 2004, the task force concept is not. Gloucester County is one of the few counties to enjoy the full multi-jurisdictional cooperation of police and governing bodies. With the support of the Gloucester County Board of Chosen Freeholders, the Gloucester County Prosecutor, and the County Police Chiefs Association, successful task force endeavors have been established in

the areas of Narcotics Strike Force, S.W.A.T., E.R.T., and Motor Vehicle Collision Analysis.

The Gloucester County Highway Safety Taskforce, which is run by the Gloucester County Prosecutor's Office, meets monthly to discuss various highway safety related issues, including impaired driving. The Taskforce is comprised of several agencies, both public and private. Through this partnership, the Gloucester County Prosecutor's Office has formed alliances with agencies such as the Southwest Council, The Brian Injury Association of New Jersey, and MADD, who provide the Taskforce with valuable information concerning alcohol abuse.

The Gloucester County Prosecutor's Office also administers grants for a Comprehensive Traffic Safety Program and a Sobriety Checkpoint / Saturation Patrol Program. These programs, combined with the Enforcing the Underage Drinking Laws Program, promote information sharing between local agencies and the Prosecutor's Office. Annual reports are submitted to the Prosecutor's Office concerning many traffic safety issues, including impaired driving and underage drinking incidents. Using data submitted, the Prosecutor's Office is able to apply for, and administer these grants to target these issues.

Problem Statement/Needs Assessment

Too many teenagers are drinking – by the time they're seniors in high school, 62% of our children report they have been drunk at least once in their lives. Youth access to alcohol is a serious problem, with consequences that are unhealthy, unsafe, and even life-threatening. Poor academic performance, injuries, traffic crashes, accidents, assaults, date rape, addiction, teen pregnancy and death from alcohol poisoning are all associated with underage drinking. The fact that alcohol is available everywhere and widely advertised on television as something to have fun with, makes us forget that alcohol is a drug with potential to cause harm.

The Federal Substance Abuse and Mental Health Service Administration (www.samhsa.gov) and StopAlcoholAbuse.gov provided the following statistics in regards to alcohol use in their recent findings:

- Alcohol is the most widely used substance of abuse among America's Youth. A higher percentage of young people use alcohol than use tobacco or illicit drugs.
- On average, 13.2 percent of people age 16 or older drove under the influence of alcohol according to combined data from 2006-2009. Younger drivers aged 16-25 had a much higher rate of drunk driving compared to those aged 26 or older (19.5 percent compared to 11.8 percent).
- Sixty percent of high school students who drink, binge drink. When high school students are combined with adults between the ages of 18 and 34, more than one in four engaged in binge drinking in the past month.
- Among young adults approaching their 21st birthday, 86.1 percent have used alcohol in their lifetime, including 62.8 percent who had initiated use before their 18th birthday.
- Underage alcohol use is a major cause of death from injuries among young people. Each year, approximately 5,000 people under the age of 21 die as a result of underage drinking; that includes about 1,900 deaths from motor vehicle crashes, 1,600 as a result of homicides, 300 from suicide, as well as hundreds from other injuries such as falls, burns, and drownings.
- Underage alcohol use increases the risk of carrying out, or being a victim of, physical or sexual assault, and plays a significant role in risky sexual behavior. It interferes with an adolescent's ability to judge risk and make sound decisions.
- Young adults' attitudes are changing and softening. Fewer 10th graders viewed binge drinking as harmful, according to the National Institute on

Drug Abuse's "Monitoring the Future" survey, and fewer high school students disapproved of having one or two drinks every day.

The County of Gloucester has experienced these factors at work. In 2010, there were 377 arrests made for underage drinking violations. In addition, there were 45 arrests made from the Enforcing the Underage Drinking Laws FY08 grant, which ran from June 1, 2010 to May 31, 2011. The number of underage drinking incidents increased, and remains a problem in need of enforcement.

Under age persons obtain alcohol in many ways. Those from affluent communities help themselves to ample house supplies. The head of these households need to know where alcohol is being kept in their homes; 75% of seventh graders who drink alcohol obtain it from their parents, with the dwindling liquor stock going seemingly unnoticed. Many other teens either make or procure false identification and present same in retail stores. Others will enlist the aide of persons who are entering a retail establishment to make a purchase for them. Additional concerns involve growing numbers of unsupervised house parties where large quantities of alcohol are present with the majority of partygoers being under the legal age.

Presently, there are 182 licensed liquor establishments in Gloucester County.

The licenses are awarded as follows:

A.	Deptford Township	27
B.	Washington Township	21
C.	Monroe Township	17
D.	Paulsboro	16
E.	Franklin Township	15
F.	West Deptford Township	12
G.	Glassboro	11
H.	National Park	10
I.	Woodbury	9
J.	Greenwich	8
K.	Westville	7
L.	Mantua Township	6
M.	Clayton Borough	5
N.	Logan Township	5
O.	Woolwich Township	4
P.	Woodbury Heights	3
Q.	Swedesboro	3
R.	Newfield Borough	2
S.	East Greenwich Township	1
T.	Five (5) municipalities without any Liquor Licenses	
	Total	182

Goals, Objectives, Activities

To address the underage drinking issues, countywide intelligence continues to be gathered from School Resource Officers, DARE officers, municipal juvenile detectives, bar and retail license holders, and local Parent Teacher Organizations. As this data is compiled, problem locations will again be identified and established as task force targets.

Over 100 law enforcement officers have attend training provided by New Jersey ABC since the EUDL program's inception. Two officers from the Prosecutor's Office, including the project director, recently attended the updated "Cops in Shops" training provided by the ABC. Utilizing the new powerpoint training program, new officers continue to be trained in the program, as well as experienced officers being given updated training.

The Gloucester County "Cops in Shops" program will again be emphasized through a press release upon grant approval. The task force will take a zero-tolerance approach to violators and this message will be sent throughout the county; *our goals and objectives will be stated loud and clear from the start.* Local media will be offered public service announcements to include information on this program as well. Emphasis on the underage drinking problem will be stressed during the high school prom season and prior to summer vacations. As another source of information, the "Cops in Shops" endeavor will be posted on the Gloucester County Prosecutor's Office (www.co.gloucester.nj.us) and the Gloucester County Highway Safety Task Force websites (www.gcsaferoads.org).

By providing training to municipal police officers and investigators from within the Prosecutor's Office, the task force will develop its operations. These highly trained officers will be detailed to varying locations to intercede in the sale of alcoholic beverages to those under 21 years of age. Different tactics will be employed. Officers posing as patrons and clerks within the retail establishment will be the initial strategy. Working with the cooperation of that particular retail site, the officer will challenge those that appear not to be of legal age. Additional officers will always be nearby to assist.

As a secondary enforcement objective, those individuals who purchase for and supply alcoholic beverages to underage persons will also be targets. UDL

violators and licensed retail establishments will be closely monitored to minimize recidivism.

Special attention will be given to Logan and West Deptford Townships. Both have consistently emphasized their commitment to the program and have produced arrests for UDL and quality of life violations. Additionally, Monroe, Washington Township, Mantua, and East Greenwich Townships will be focused on and monitored. These Townships have consistently demonstrated that EUDL is a top priority for their respective agency. We are confident that this "zoned" approach will be successful.

During the 2010-2011 grant period of Gloucester County's recent "Cops in Shops" effort, 45 people have been charged with 53 violations during 31 UDL operations, averaging nearly two (2) charges per detail. The 2011-2012 grant is currently underway, and has resulted in 13 arrests for 16 violations during 10 UDL operations to date.

Partnership/Coalition Building Strategy

The Gloucester County Prosecutor's Office will continue to partner with local police departments to conduct operations. Each participating department has designated a contact officer to handle the scheduling of the details in their respective municipalities.

Additionally, each local department has contacted their respective local retail establishments and confirmed that they still wish to participate in the Enforcing the Underage Drinking Laws Program (see attached documentation).

Project Management and Staff

This grant will be administered through the Gloucester County Prosecutor's Office. The individual responsible for all grants in the Prosecutor's Office is Administrative Assistant Carolyn Szolack. The person assigned to be the project

director is Detective Nicholas F. Schock (resume is attached at end). Det. Schock is currently a full time police detective serving in the capacity of motor vehicle collision reconstructionist. Both employees are full-time employees of the Gloucester County Prosecutor's Office and will devote the time needed to administer this Grant during their regular duty time.

In addition to the various traffic and accident investigation courses, Det. Schock was a certified breath test operator for 3 years, and was trained in the NHTSA Standardized Field Sobriety Testing program.

As a trained investigator in collision reconstruction and traffic safety issues, Det. Schock will lecture at local schools, symposiums and seminars. Det. Schock has had vast experience dealing with the underage drinkers and their related issues. Det. Schock will speak to various schools within Gloucester County participating in several pre-prom and pre-graduation programs.

Lastly, Det. Schock has experience administering grants for this office. He is currently the project Director of the countywide DWI Sobriety Checkpoint grant, with said grant having completed the fifth year of funding. He is also the project director of the Gloucester County Highway Safety Task Force (Comprehensive Traffic Safety Program). Combined, these grants have totaled over \$825,000 over the last six years.

Program Evaluation

As a recipient of the FY03 through FY10 Enforcing the Underage Drinking Laws Block grant, Gloucester County law enforcement believes that the number of underage persons who possess and consume alcohol has been reduced through the "Cops in Shops" Program. As an applicant for the EUDL Block grant for FY09, the task force hopes to again contribute to keeping alcohol out of the hands of underage consumers. The task force will re-evaluate the problematic

areas identified during the monitoring of retail establishments that took place during the prior year. Simultaneously, we will publicize this program heavily.

We will adopt a multi-tiered approach to dealing with these issues by early education in the middle schools and continued reinforcement in the high schools regarding alcohol related issues. This will be done through the presently available D.A.R.E. programs, the School Resource Officers, the Gloucester County Superintendent's Office and the Gloucester County Highway Safety Task Force.

Improvements have been made in tracking ABC violations. Each participating municipality has unique ways of storing and retrieving this data. Statistical data (understanding that juvenile arrest records are protected) is being made legally available with the proper tabulation system being invoked. This was an objective in 2005 for evaluation purposes. This was subsequently completed in 2006 and Gloucester County municipal police departments now report "(T)otal number of under 21 YOA alcohol related arrests," made each year.

Our goal is to maintain a three-year compilation of underage drinking incidents and other related factors. Municipal surveys will then be compiled into a countywide statistic. This objective has been completed, with surveys returned from 2006-2010. In 2006, there were 259 reported arrests of persons under the age of 21 for alcohol related violations. In 2007, this number dropped to 119. However, in 2008, the number increased to 192. In 2009, there was a 5 percent reduction in underage drinking violations, with departments reporting 182 arrests. In 2010, the number of underage drinking violations increased to 377. A majority of the arrests stem from targeted enforcement by Glassboro Police and Rowan University in the college area (289 arrests).

As the enforcement progresses, it is our desire to show a reduction in underage drinking incidents of at least 10 percent, or 340 or less in the 2012-2013 grant period.

The project director will maintain and collect data from the police reports for the grant period. This data will include the number of persons arrested and the reason for the alcohol related arrest.

Budget

Budgeting for this grant will be summarized as follows:

- Two to Four officers per detail
- Four hours per officer
- \$55.00 per hour
- 40 to 60 details during the grant period
- Total salary cost \$36,000.

Time Frame

The Gloucester County Prosecutor's Office looks to conduct grant operations spaced throughout the grant period of 6/1/12 to 5/31/13. Special attention will be given to "high risk" time periods, such as high school prom, graduation, holidays, and weekends during the summer.

Geographic Information

(Maps are attached at end of report)

1. Joe Canal's Discount Liquor Outlet
1075 Mantua Pike (Route 45)
West Deptford, NJ 08096
-at the intersection of Parkville Station Road

2. D'Agostini Liquor Store
501 Mantua Blvd.
Sewell, NJ 08080
-bounded by Florida and Cape May Avenues

3. Geisler's Liquor Store
195 Crown Point Road
Thorofare, NJ 08086
-bounded by Delaware Street and Cape May Avenue

4. Carolina Blue (Formerly J.G. Cooks)
692 Lambs Road
Pitman, NJ 08071
-bounded by West Holly and Canterbury Avenues

*Note: although the address has a Pitman mailing address, the property is within Mantua Township.

5. LiquorMart (formerly Logan Liquors)
Route 322 and Interstate 295
Bridgeport, NJ 08014
-there are not any cross streets

6. Mount Royal Inn
137 Kings Highway
Mount Royal, NJ 08061
-bounded by North Street and Higginsville Lane

7. Richard's Liquor
723 South Black Horse Pike (US 322)
Williamstown, NJ 08094
-bounded by Virginia Avenue and Walnut Street

8. John & Doug's Liquor
8 North Main Street
Williamstown, NJ 08094
-at intersection of N. Main Street and Sicklerville Road

9. Canal's Discount Liquor Mart
2031 North Black Horse Pike
Williamstown, NJ 08094
-bounded by Cross Keys Bypass and Georgia Ave.

10. Township Liquors
4751 Route 42
Sewell, NJ 08080
-at intersection with Fries Mill Road

11. Crown Liquors
409 Delsea Drive
Sewell, NJ 08080
-at intersection with Hurffville Cross-Keys Road

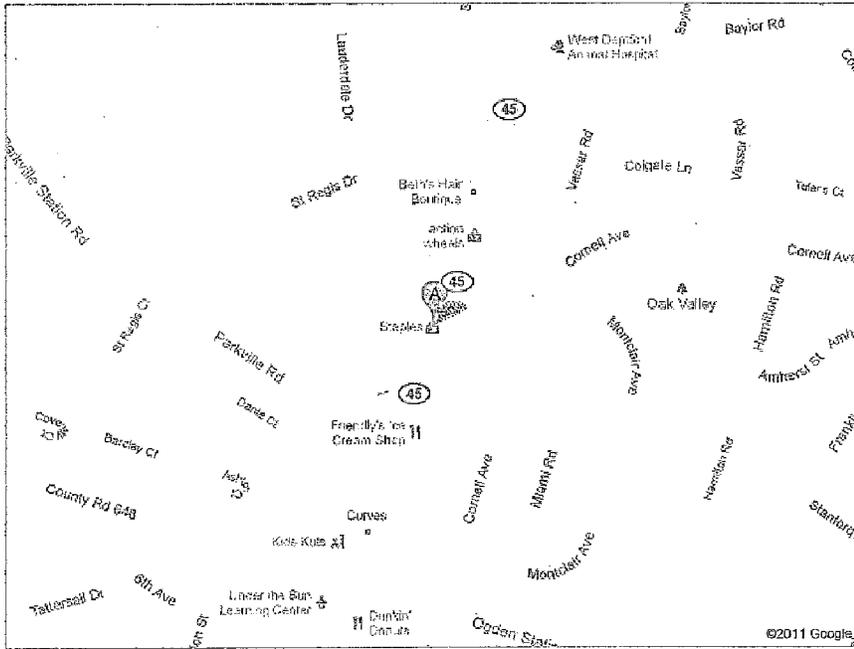


Canals Liquor, near West Deptford,
Gloucester, New Jersey

Get Google Maps on your phone
Text the word "GMAPS" to 466453



A. Joe Canal's Disc Liquor Outlet
1075 Mantua Pike, West Deptford, NJ
(856) 464-8787



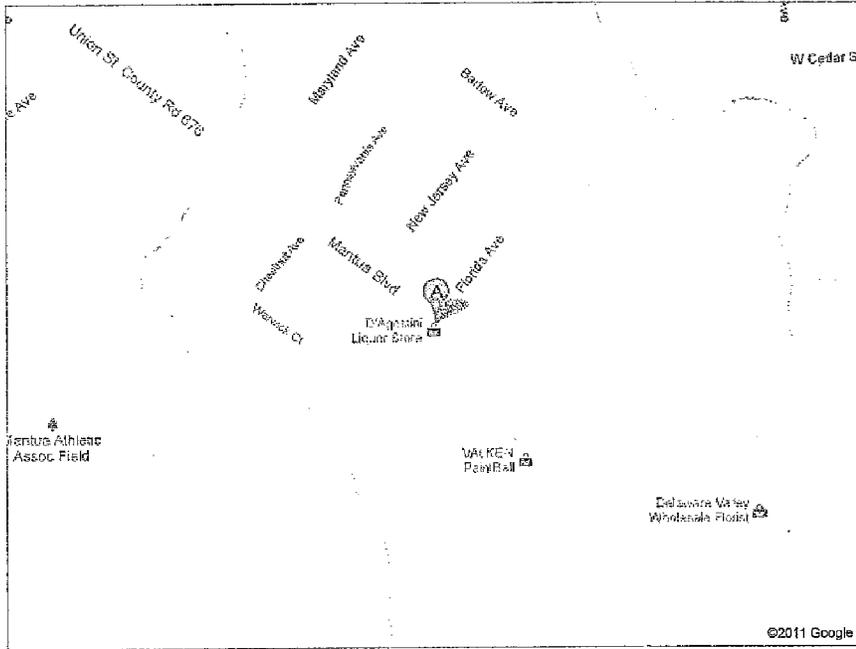


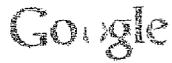
D'Agostini Liquor Store, Mantua Boulevard,
Sewell, NJ

Get Google Maps on your phone
Text the word "GMAPS" to 466453



A. D'Agostini Liquor Store
501 Mantua Boulevard, Sewell, NJ
(856) 468-0551



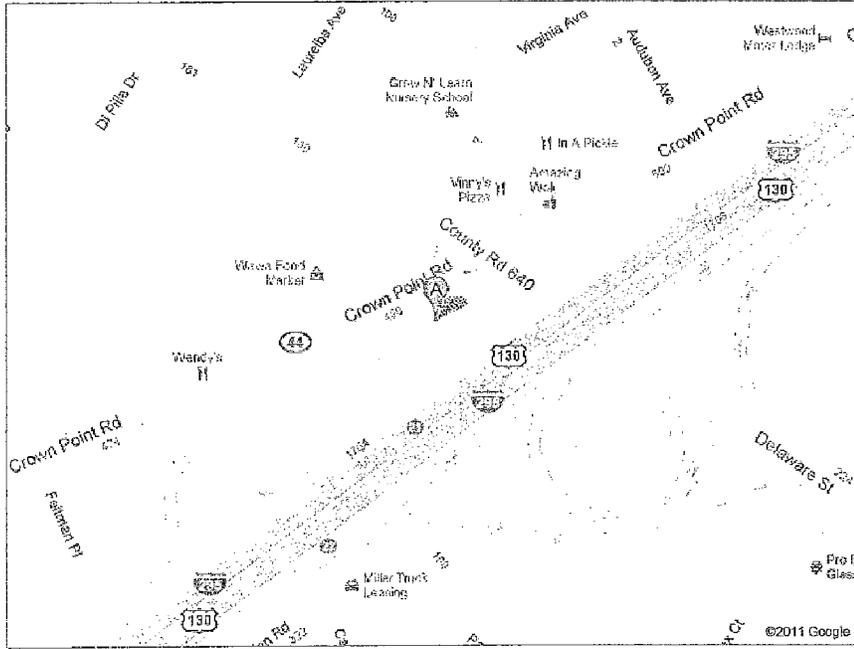


Geisler's Liquor Store, near Crown Point Rd,
New Jersey

Get Google Maps on your phone
Text the word "GMAPS" to 466453



A. **Geisler's Liquor Store**
 195 Crown Point Road, Thorofare, NJ
 (856) 845-0482
 1 review



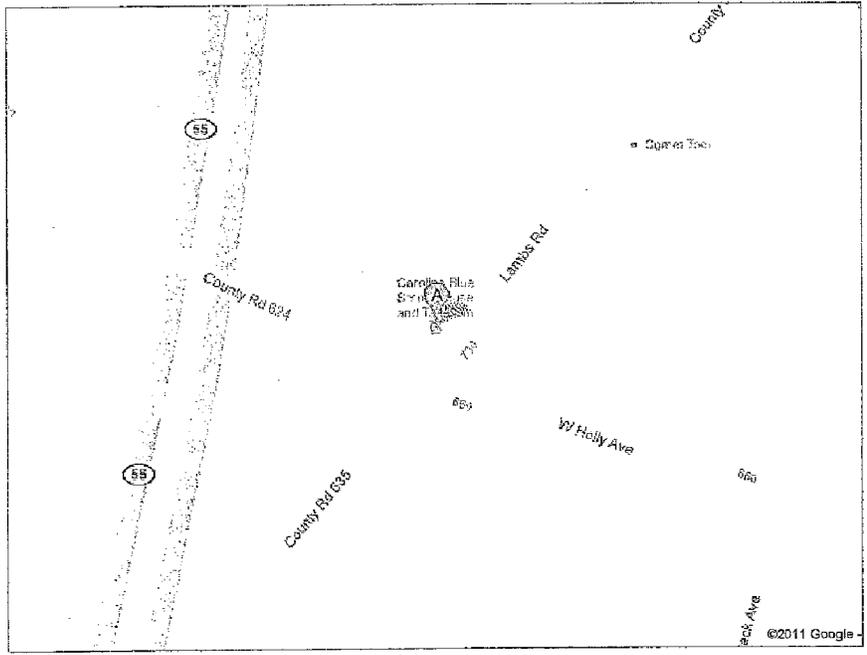


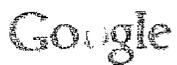
Carolina Blue, near Pitman, Gloucester, New Jersey

Get Google Maps on your phone
Text the word "GMAPS" to 466453

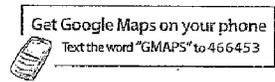


A. **Carolina Blue Smokehouse and Taproom**
 692 Lambs Road, Pitman, NJ
 (856) 582-8586
 9 reviews

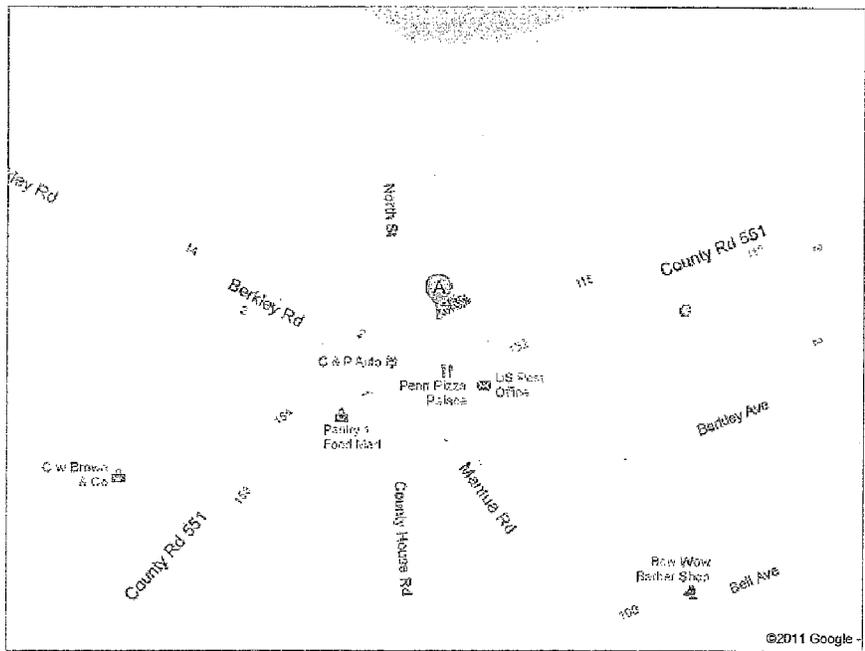


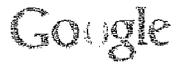


Inn near Mt Royal, East Greenwich,
Gloucester, New Jersey



A. **MT Royal Inn**
137 Kings Highway, Mount Royal, NJ
(856) 423-9869



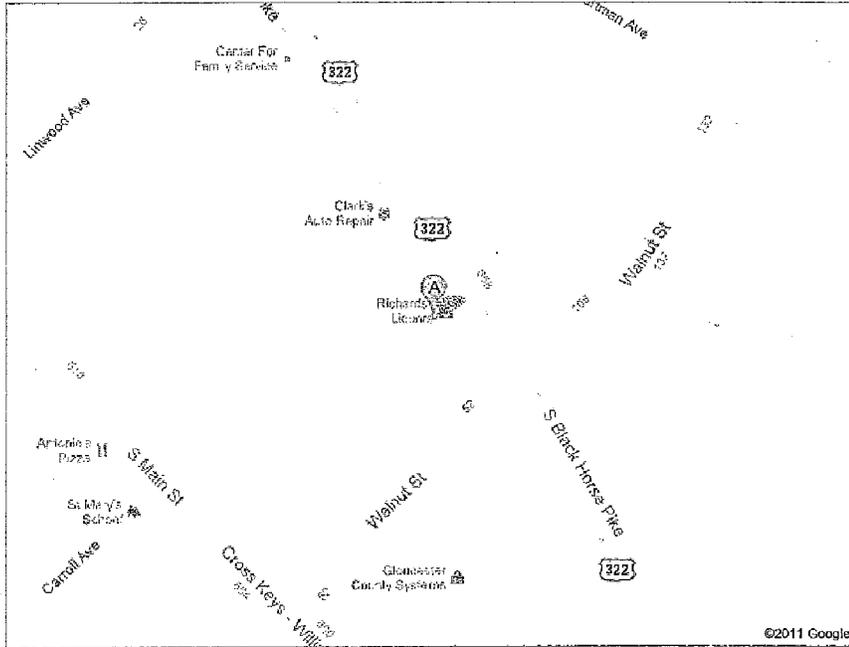


Richard's Liquors, near S Black Horse Pike, Williamstown, New Jersey

Get Google Maps on your phone
Text the word "GMAPS" to 466453

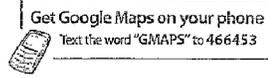


A. Richards' Liquors
723 South Black Horse Pike, Williamstown, NJ
(856) 629-8119

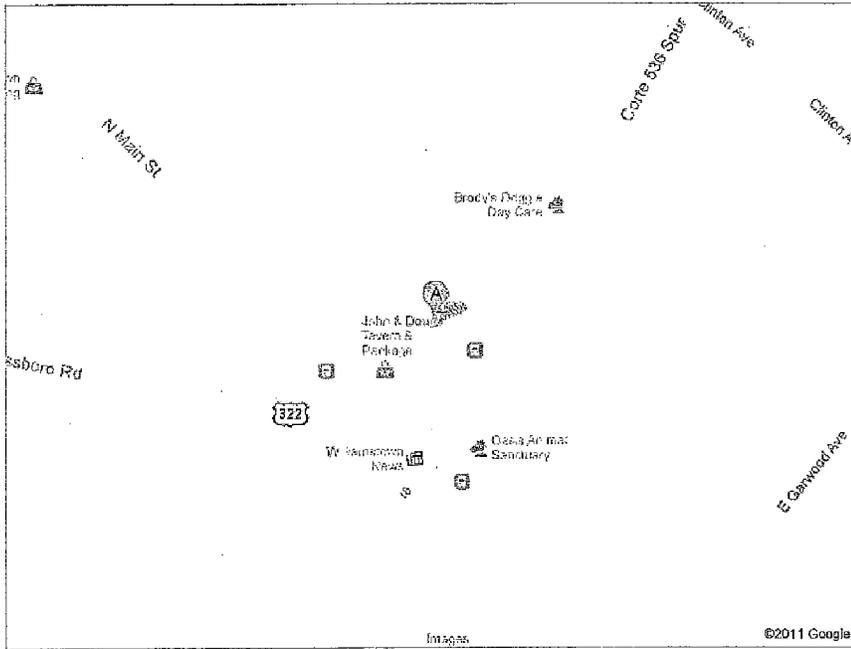




John and Dougs Liquor, near Williamstown,
Gloucester, New Jersey

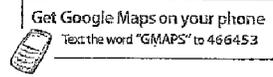


A. **John & Dougs Tavern & Package**
8 North Main Street, Williamstown, NJ
(856) 629-7237
2 reviews

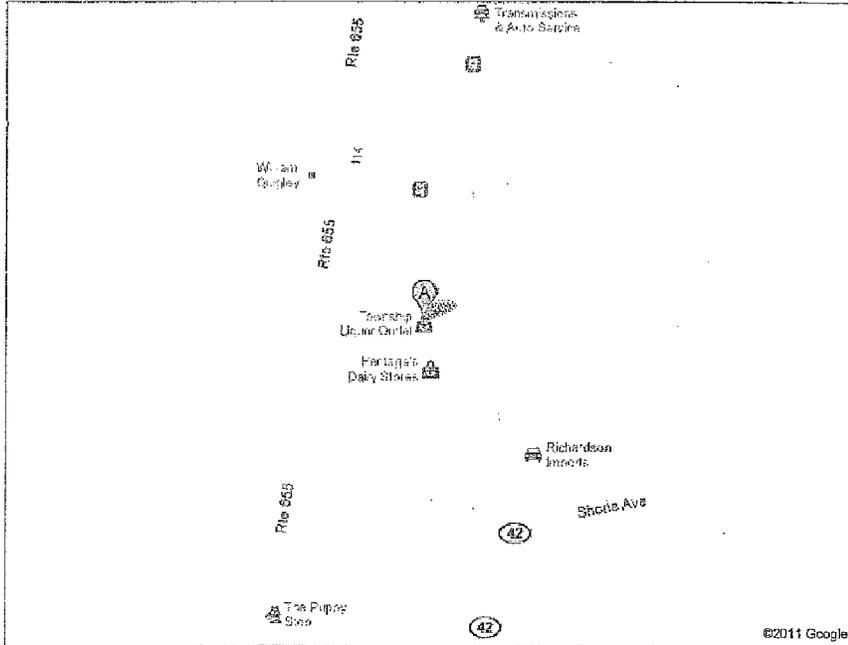


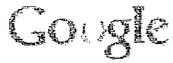


Township Liquors, near Turnersville,
Gloucester, New Jersey

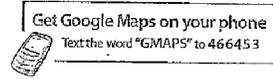


A. **Township Liquor Outlet**
4751 Route 42, Turnersville, NJ
(856) 728-2221



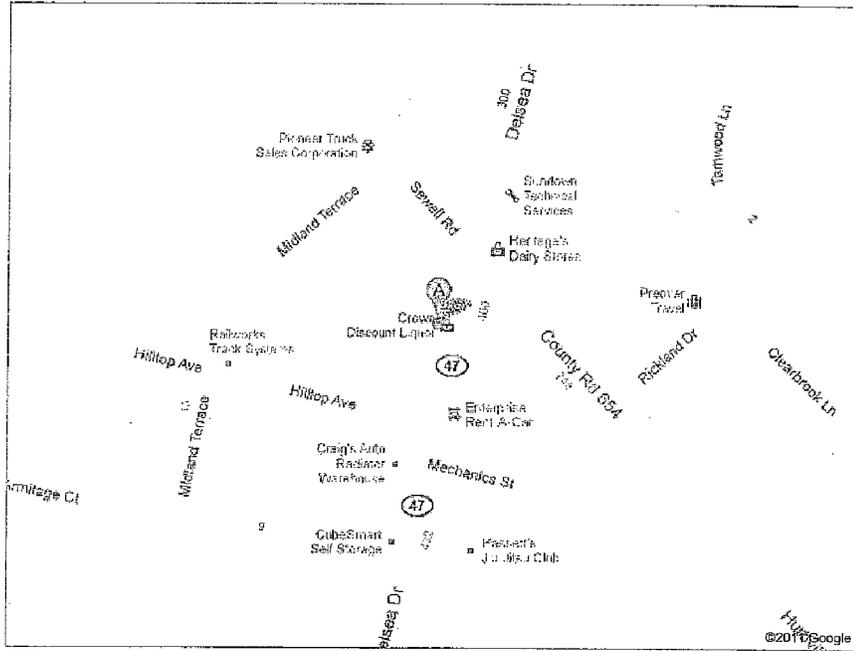


Crown Liquors, sewell, NJ



A. Crown Discount Liquor
 409 Delsea Drive, Sewell, NJ
 (856) 589-5858
 1 review

B. Salina Wine & Liquor
 273 Egg Harbor Rd # 6, Sewell, NJ
 (856) 589-9111



NICHOLAS F. SCHOCK

Gloucester County Prosecutor's Office
PO Box 623
Woodbury, NJ 08096
Phone: (856) 384-5635 Cell: (856) 466-6461
Email: nschock@co.gloucester.nj.us

QUALIFICATIONS

Trained and proficient in the field of crash investigation. Completed Crash Investigation I and II, Vehicle Dynamics, and Traffic Accident Reconstruction. Also completed numerous specialized courses, including Motorcycle and Pedestrian/Bicycle Crash Investigation. Attained accreditation as a Traffic Accident Reconstructionist through ACTAR, the Accreditation Commission for Traffic Accident Reconstruction. Nine years full time police experience, including practical experience investigating serious and fatal motor vehicle crashes with the Woolwich Township Police Department and the Gloucester County Prosecutor's Office. Well versed in the New Jersey Motor Vehicle and Criminal Codes. Strong computer skills, familiar with several crash diagramming programs, including VISIO, Easy Street Draw, and CrashZone. Trained and proficient in crash scene diagramming and measurement using the LTI laser. Experienced grant writer / project director. Authored and administered four annual grants, totaling over \$7500,000 the past five years. Also trained and proficient in the field of crime scene investigation. Completed a two hundred forty hour Crime Scene Investigation training course provided by the New Jersey State Police. Practical experience investigating crime scenes, including homicides, suicides, accidental deaths, aggravated assaults, robberies, burglary and theft investigations, arsons, and numerous other investigations. Conducted friction ridge comparison examinations and have made numerous identifications.

EDUCATION

2002-2005 A.S. Criminal Justice , Gloucester County College Sewell, NJ
President's Medallion for Excellence in Criminal Justice, Member Phi Theta Kappa, PBA Scholarship
2001-2002 NJPTC Certified Police Officer , Gloucester County Police Academy SLEO II Class #14 Sewell, NJ
Academic Award, Perfect Attendance Award
Received waiver to Full Time status

EMPLOYMENT

2007-Current Detective, Gloucester County Prosecutor's Office
Currently employed as a detective assigned to both the Crash Investigation Unit as a Traffic Crash Reconstructionist, and the Crime Scene Investigation Unit as a Crime Scene Investigator. Duties involve investigative assistance to various law enforcement agencies throughout Gloucester County. Investigative activities involving the causes and contributing factors of traffic related crimes and traffic crashes. Collection and interpretation of statistical data and physical evidence involving traffic collisions and arrests for traffic crimes and the coordination of traffic safety related activities throughout Gloucester County. Project Director for several annual grant programs, including Comprehensive Traffic Safety Program, Sobriety Checkpoints, Drunk Driving Enforcement Fund, and Cops in Shops. Administered over \$500,000 in grant funds. Also provide crime scene investigative service, including photographic and video scene documentation; sketching and diagramming of crime scenes; visible and latent print examinations, comparisons, and identification utilizing physical and/or chemical development techniques; evidence detection, collection, and preservation; and courtroom presentations.

2002-2007 Sergeant, Woolwich Township Police Department
Responsible for supervising daily patrol activities, as well as performing patrol duties, including the protection of life and property, enforcement of traffic and criminal laws, prevention of crime, preservation of the public peace and the apprehension of criminals. Assigned to crash investigation unit, responsible for investigating all serious, fatal, and drug/alcohol related motor vehicle crashes. Departmental Alcotest 7110 MKIII-C coordinator. Served as PBA Local #122 representative. Also served as Field Training Officer, responsible for training new officers. Member of Gloucester County Emergency Response Team.

2000-2002 Special Law Enforcement Officer Class I and Class II, Woolwich Township Police Department
Gained valuable law enforcement experience while supplementing full time patrols. Assisted with traffic control, first aid, and any other duties required.

CERTIFICATIONS

ACTAR accredited Traffic Accident Reconstructionist

Gloucester County Police Supervision School

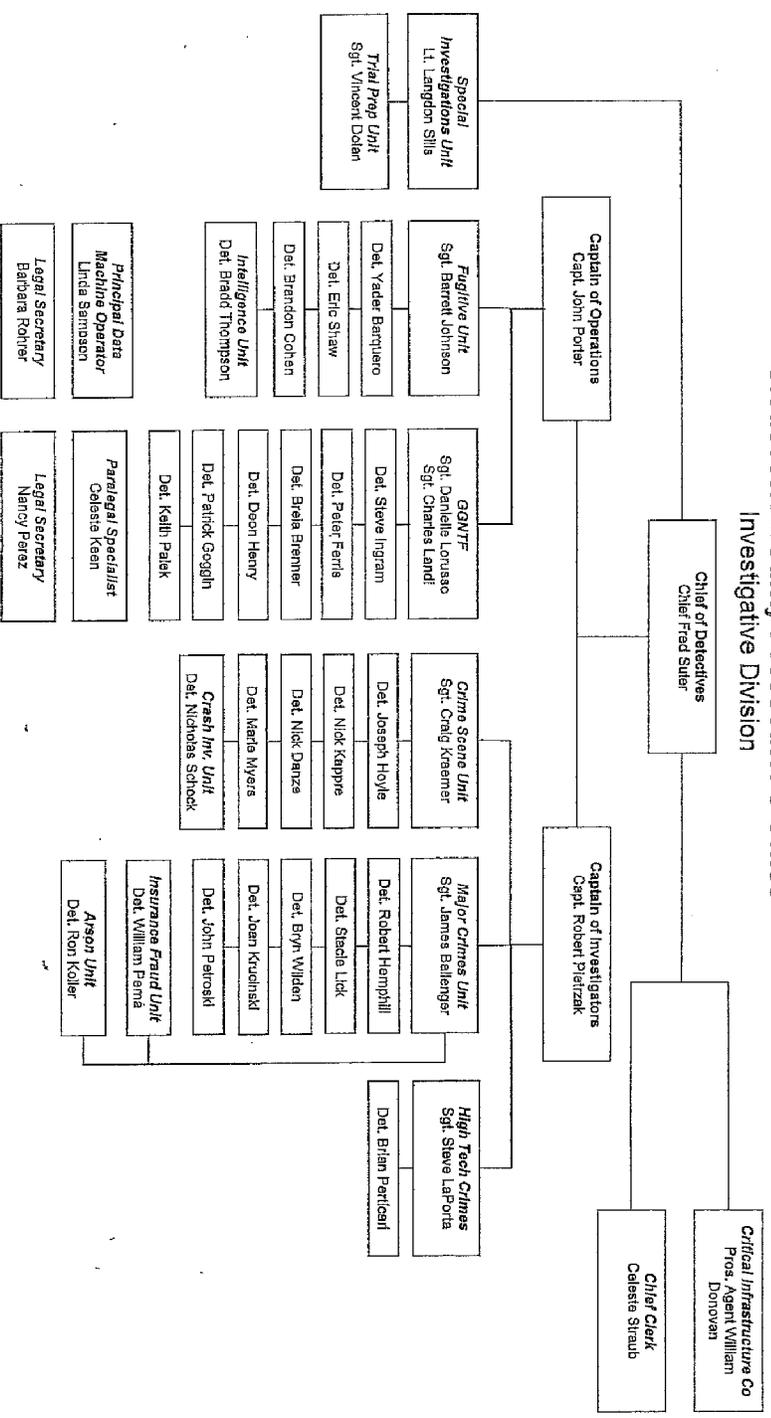
Detective Sergeant George Farrell Leadership Award, Highest Average in Class

Incident Command System, Levels 100, 200, and 700

Crash Data Retrieval (CDR) System Operator Certification

Instructor certification, New Jersey Department of Law and Public Safety Division of Criminal Justice Police Training Commission

Gloucester County Prosecutor's Office Investigative Division





Gloucester County Prosecutor

SEAN F. DALTON
Prosecutor
MICHAEL S. CURWIN
First Assistant Prosecutor

P.O. Box 623
Woodbury, NJ 08096
(856) 384-5500
FAX (856) 384-8624
E-Mail: gcprosecutor@co.gloucester.nj.us

FREDERICK A. SUTER
Chief of Investigators

December 5, 2011

Ms. Kelly Troilo, Grant Coordinator
State of New Jersey
Division of Alcoholic Beverage Control
P.O. Box 087
Trenton, NJ 08625

Re: FY11 Enforcing the Underage Drinking Laws Block Grant

Attached are letters of participation from several establishments used in previous years. Liaison officers from local agencies have verified that these establishments wish to continue participation in our program.

If you have any questions or concerns, kindly contact me at 856-384-5635. I also have an e-mail address of nschock@co.gloucester.nj.us.

Very truly yours,

SEAN F. DALTON
COUNTY PROSECUTOR

By 
Nicholas F. Schock
Detective
Project Director

Gloucester County Prosecutor's Office

Cops in Shops
Enforcing the Underage Drinking Laws Block Grant

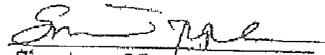
Name of Liquor Establishment: John & David's Liq

Address: 8 N. Main St.

City, State, Zip: Williamstown, NJ 08094

Printed Name of Owner: SMITA TRIVEDI

I have been advised of the Cops in Shops initiative sponsored by the NJ Division of ABC. I understand the rules and requirements set forth for this initiative and wish to participate in conjunction with the Division of ABC, the Gloucester County Prosecutor's Office, and my respective local police agency.


Signature of Owner

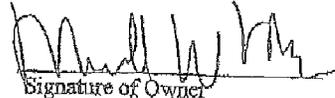
January __, 2008

Gloucester County Prosecutor's Office

Cops in Shops
Enforcing the Underage Drinking Laws Block Grant

Name of Liquor Establishment: CANALS
Address: BHP
City, State, Zip: WILLIAMSTOWN
Printed Name of Owner: MICHAEL MARO

I have been advised of the Cops in Shops initiative sponsored by the NJ Division of ABC. I understand the rules and requirements set forth for this initiative and wish to participate in conjunction with the Division of ABC, the Gloucester County Prosecutor's Office, and my respective local police agency.


Signature of Owner

January 15, 2008

Gloucester County Prosecutor's Office

Cops in Shops
Enforcing the Underage Drinking Laws Block Grant

Name of Liquor Establishment: Richards Liqueor Store
Address: 723 S. BLACK HORSE PIKE
City, State, Zip: Williamstown, NJ 08094
Printed Name of Owner: JITENDRA PATEL

I have been advised of the Cops in Shops initiative sponsored by the NJ Division of ABC. I understand the rules and requirements set forth for this initiative and wish to participate in conjunction with the Division of ABC, the Gloucester County Prosecutor's Office, and my respective local police agency.



Signature of Owner

January __, 2008

Gloucester County Prosecutor's Office

Cops in Shops

Enforcing the Underage Drinking Laws Block Grant

Name of Liquor Establishment: Tele Ford Inn
Address: 145 Bridgeton Pike
City, State, Zip: MANTUA, NJ 08051
Printed Name of Owner: JAMES COOK

I have been advised of the Cops in Shops initiative sponsored by the NJ Division of ABC. I understand the rules and requirements set forth for this initiative and wish to participate in conjunction with the Division of ABC, the Gloucester County Prosecutor's Office, and my respective local police agency.



Signature of Owner

January 17, 2008

Gloucester County Prosecutor's Office

Cops in Shops
Enforcing the Underage Drinking Laws Block Grant

Name of Liquor Establishment: LOGAN LIQUORS
Address: 2640 ROUTE 322
City, State, Zip: LOGAN TOWNSHIP, NJ 08085
Printed Name of Owner: RAYT MANGAL SINGH

I have been advised of the Cops in Shops initiative sponsored by the NJ Division of ABC. I understand the rules and requirements set forth for this initiative and wish to participate in conjunction with the Division of ABC, the Gloucester County Prosecutor's Office, and my respective local police agency.

Mangal Singh
Signature of Owner

January 11, 2008

Gloucester County Prosecutor's Office

Cops in Shops
Enforcing the Underage Drinking Law Block Grant

Name of Liquor Establishment: Mt Royal Inn
Address: 137 Mtg Highway mt Royal NJ 08061
City, State, Zip: _____
Printed Name of Owner: JOSEPH J BALTAZOWIS

I have been advised of the Cops in Shops initiative sponsored by the NJ Division of ABC. I understand the rules and requirements set forth for this initiative and wish to participate in conjunction with the Division of ABC, the Gloucester County Prosecutor's Office, and my respective local police agency.


Signature of Owner

January 11, 2008

F5

**RESOLUTION OPPOSING PROPOSED SENATE BILL AYO11832 WHICH
PROPOSES TO CREATE MORTGAGE ELECTRONIC REGISTRATION SYSTEMS
(MERS 2.0)**

WHEREAS, the County of Gloucester desires to oppose proposed Senate Bill AYO11832, which will be introduced by U.S. Senator Bob Corker, which proposes to create Mortgage Electronic Registration Systems (MERS) 2.0; and

WHEREAS, the Gloucester County Board of Chosen Freeholders has been advised and believes that proposed Senate Bill AYO11832 is not in the public interest; and

WHEREAS, Mortgage Electronic Registration Systems, Inc. (MERS), Inc. is a privately held company that operates an electronic registry designed to track assignments and ownership of mortgage loans in the United States; and

WHEREAS, MERS asserts it acts as nominee in the county land records for the lender and servicer. Any loan registered on the MERS® System is inoculated against future assignments because MERS remains the mortgagee no matter how many times servicing is traded; and

WHEREAS, The National Association of Independent Land Title Agents (*NAILTA*) states that MERS has failed to address significant weaknesses and inadequacies, including failure to reconcile 50 states worth of mortgage recording and foreclosure laws and characterizes MERS 2.0 as a Federal Torrens Title System subject to considerable expense, consisting of deficiencies similar to the MERS system and its existing shortcomings which render MERS detrimental to the land title industry; and

WHEREAS, these unresolved inadequacies have caused consumers, county governments and title agents to bear the expense while the owners of MERS have benefitted; and

WHEREAS, the Gloucester County Board of Chosen Freeholders hereby opposes proposed Senate Bill AYO11832.

NOW, THEREFORE, BE IT RESOLVED that the Gloucester County Board of Chosen Freeholders through this Resolution strongly opposed and objects to proposed Senate Bill AYO11832, which will be introduced by U.S. Senator Bob Corker, which Bill proposes to create Mortgage Electronic Registration Systems (MERS) 2.0; and

BE IT FURTHER RESOLVED that certified copies of this Resolution be forwarded to Governor Chris Christie, Office of Governor, U.S. Senator Frank Lautenberg, U.S. Senator Robert Menendez, State Senator/Senate President Stephen M. Sweeney, District 3, Assemblyman/Deputy Assembly Speaker John J. Burzichelli, District 3, Assemblywoman Celeste M. Riley, District 3, State Senator Fred H. Madden, Jr., District 4, Assemblyman Domenick DiCiccio, Jr., District 4, Assemblyman Paul D. Moriarty, District 4, State Senator Donald Norcross, District 5, Assemblyman Angel Fuentes, District 5 and Assemblyman Gilbert L. Wilson.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on December 21, 2011 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

61

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT MADE BY
AND BETWEEN THE COUNTY OF GLOUCESTER AND THE TOWNSHIP OF
WASHINGTON TO PROVIDE LANDSCAPE DESIGN SERVICES**

WHEREAS, the Township of Washington ("Township") located in the County of Gloucester, has a need for landscape design services, specifically for a portion of state right-of way on Route 42 and other possible projects for a period of one year, effective the date of signed resolution; and

WHEREAS, the County of Gloucester ("County") employs a Landscape Design Architect in its Parks and Recreation Department; and

WHEREAS, the Township has requested the County to make its Landscape Design Architect available to the Township for the provision of such services for the Township; and

WHEREAS, the County and the Township desire to enter into an agreement consistent with the terms and provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (hereinafter the "Act"); and

WHEREAS, the Act specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, and the Clerk of the Board, are hereby authorized to execute the Shared Services Agreement to provide the services of the County's Landscape Design Architect to the Township of Washington for landscape design of a portion of state right-of-way on Route 42 and other possible projects for a period of one year commencing with the date of the signed resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 21, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

G1

**SHARED SERVICES AGREEMENT BETWEEN THE
COUNTY OF GLOUCESTER AND THE TOWNSHIP OF WASHINGTON
FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES**

This **Uniform Shared Services Agreement** ("Shared Services Agreement"), dated this 21st day of December 2011, by and between the **Township of Washington**, a body politic and corporate of the State of New Jersey (hereinafter the "Township"), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the "County").

RECITALS

WHEREAS, the Township, which is located in the County, has need for a Landscape Architect's design services for a portion of state right-of-way on Route 42 and any possible projects.

WHEREAS, the County employs a Landscape Design Architect in its Parks and Recreation Department; and

WHEREAS, the Township has requested that County make its Landscape Design Architect available to the Township for the provision of such services; and

WHEREAS, the County is willing and able to make its Landscape Design Architect available to the Township for a period of one year commencing on the this date the 21st day of December 2011.

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the "Act"), specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties hereto, the Township and the County do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

The County will make available to the Township its Landscape Design Architect. The Landscape Design Architect will provide landscape design and consultation services to the Township for a portion of state right-of-way on Route 42, and any possible projects.

B. NO PAYMENT FROM TOWNSHIP TO COUNTY.

The services to be provided by the County's Landscape Design Architect will be rendered by a full-time County employee. All other services, materials and the like, will be provided by the Township. The parties agree that the Township is not obligated to reimburse the County for the cost of the Landscape Design Architect's services.

C. DURATION OF AGREEMENT.

This Shared Services Agreement shall be effective on the date set forth below in Section G, and shall conclude no later than one (1) year from the effective date.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

Neither County nor Township intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of the County's Landscape Design Architect providing the services in connection with the project described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, the Township hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the Township and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

The Township represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the completed project. Simultaneously with the execution of this Shared Services Agreement, the Township shall provide the County with Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

E. COMPLIANCE WITH LAWS AND REGULATIONS

The Township agrees that it will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Shared Services Agreement.

F. MISCELLANEOUS

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Township, and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The Township and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the Project, or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be

performed entirely within such State, including all matters of enforcement, validity and performance.

- G. EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of December 21st, 2011 which date shall be considered the commencement date of this Shared Service Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DiLELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF WASHINGTON

JENNICA N. BILECI, CLERK

BARBARA WALLACE, MAYOR

G2

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
BY AND BETWEEN THE COUNTY OF GLOUCESTER AND THE BOROUGH
OF WENONAH TO PROVIDE LANDSCAPE DESIGN SERVICES**

WHEREAS, the Borough of Wenonah ("Borough") located in the County of Gloucester, has a need for landscape design services, specifically for the Borough's library, public works yard and other possible projects for a period of one year, effective the date of signed resolution.

WHEREAS, the County of Gloucester ("County") employs a Landscape Design Architect in its Parks and Recreation Department; and

WHEREAS, the Borough has requested the County to make its Landscape Design Architect available to the Borough for the provision of such services for the Borough; and

WHEREAS, the County and the Borough desire to enter into an agreement consistent with the terms and provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (hereinafter the "Act"); and

WHEREAS, the Act specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, and the Clerk of the Board, are hereby authorized to execute the Shared Services Agreement to provide the services of the County's Landscape Design Architect for a landscape design of the Borough's library, public works yard and other possible projects for a period of one year commencing with the date of signed resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, December 21, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

G2

**SHARED SERVICES AGREEMENT BETWEEN THE
COUNTY OF GLOUCESTER AND THE BOROUGH OF WENONAH
TO PROVIDE LANDSCAPE DESIGN SERVICES**

This Uniform Shared Services Agreement ("Shared Services Agreement"), dated this 21st day of December 2011, by and between the **Borough of Wenonah**, a body politic and corporate of the State of New Jersey (hereinafter the "Borough"), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the "County").

RECITALS

WHEREAS, the Borough, which is located in the County, has need for a Landscape Architect's design services as part of development plan for the Borough's library, public works yard and other potential projects; and

WHEREAS, the County employs a Landscape Design Architect in its Parks and Recreation Department; and

WHEREAS, the Borough has requested and the County is willing and able to make its Landscape Design Architect available to the Borough for a period of one year commencing on the this date the 21st day of December 2011; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the "Act"), specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties hereto, the Borough and the County do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

The County will make available to the Borough its Landscape Design Architect. The Landscape Design Architect will provide landscape design and consultation services to the Borough to develop a plan for the Borough's library, public works yard and other possible projects.

B. NO PAYMENT FROM BOROUGH TO COUNTY.

The services to be provided by the County's Landscape Design Architect will be rendered by a full-time County employee. All other services, materials and the like, will be provided by the Borough. The parties agree that the Borough is not obligated to reimburse the County for the cost of the Landscape Design Architect's services.

C. DURATION OF AGREEMENT.

This Shared Services Agreement shall be effective on the date set forth below in Section G, and shall conclude no later than one (1) year from the effective date.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

Neither County nor Borough intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of the County's Landscape Design Architect providing the services in connection with the project described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, the Borough hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the Borough and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

The Borough represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the completed project. Simultaneously with the execution of this Shared Services Agreement, the Borough shall provide the County with Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

E. COMPLIANCE WITH LAWS AND REGULATIONS

The Borough agrees that it will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Shared Services Agreement.

F. MISCELLANEOUS

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Borough, and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The Borough and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the Project, or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be

performed entirely within such State, including all matters of enforcement, validity and performance.

- G. EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of December 21, 2011 which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF WENONAH

KAREN SWEENEY, CLERK

THOMAS A. LOMBARDO, MAYOR

63

**RESOLUTION AUTHORIZING ACQUISITION OF A DEVELOPMENT EASEMENT,
AND THE SIGNING OF AN AGREEMENT OF SALE AND OTHER DOCUMENTS
NECESSARY FOR CLOSING REGARDING SUCH EASEMENT, ON THE FARM
PROPERTY OF BRIAN HORNE IN THE TOWNSHIP OF HARRISON KNOWN AS
BLOCK 34, LOT 37, CONSISTING OF APPROXIMATELY 11.466 ACRES, IN THE
AMOUNT OF \$204,668.10 (CERTIFIED AT \$17,850.00 PER ACRE)**

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

WHEREAS, **Brian Horne**, having presented themselves as the owner of the land and premises located in the **Township of Harrison** (hereinafter the "Township"), **and known as Block 34, Lot 37 on the Official Tax Map of the Township (hereinafter the "Property")**, which consists of approximately 11.466 acres, has made application to the County seeking to have the County purchase a development easement in the Property; and

WHEREAS, **Brian Horne**, as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County a development easement, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, such a development easement will ensure that the Property remains permanently preserved, and restricted to agriculture use only, which has been determined to be for the public good; and

WHEREAS, the purchase of the development easement has previously received Board approval; and

WHEREAS, the Property has been determined to qualify for the purchase of said easement under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

WHEREAS, the County will be providing the funds through its Farmland Preservation Program for the purchase of the said development easement in the amount of **\$204,668.10**, which is the total purchase price for same; and

WHEREAS, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase have been appropriated; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of **\$204,668.10**, pursuant to CAF# 11-11512, which amount shall be charged against budget line item T-03-08-598-372-20548; and

WHEREAS, the execution of a conditional Agreement of Sale by the County to purchase a development easement in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, as follows:

1. The County be, and the same hereby is, authorized to acquire a development easement in the premises known as **Block 34, Lot 37** in the Township of Harrison, County of Gloucester, State of New Jersey for **\$204,668.10**.

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **Brian Horne**, in regard to the County's purchase of a development easement in the premises known as **Block 34, Lot 37** in the Township of Harrison, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the execution of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed.

3. The Freeholder Director or his designee, and the Clerk of the Board, be, and the same hereby are, authorized to execute any other documents necessary to complete this transaction.

4. The appropriate County representatives be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, December 21, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

CONTRACT TO SELL DEVELOPMENT EASEMENT

BRIAN HORNE

TO

THE COUNTY OF GLOUCESTER

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: Brian Horne, having an address of 283 Mullica Hill Rd., Mullica Hill, NJ, 08062, (hereinafter referred to as the "Seller")

BUYER: THE COUNTY OF GLOUCESTER, with administrative offices at 1 North Broad Street, Woodbury, New Jersey 08096 (hereinafter "Buyer")

PROPERTY: Lot 37, Block 34, in the Township of Harrison, County of Gloucester, and State of New Jersey (hereinafter the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: \$ 17,850.00 ASSUMED ACREAGE: Approximately
11.466 acres

ESTIMATED GROSS SALES PRICE: \$ 204,668.10

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE.

OF EXCEPTION AREAS: NONE.

ATTACHMENTS TO CONTRACT: A - Deed of Easement - **yes**
B - Conditions on Excepted Land - **no**
C - Fuel Tank Disclosure - **yes**

WITNESSETH:

WHEREAS, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

WHEREAS, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

WHEREAS, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

WHEREAS, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

WHEREAS, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

WHEREAS, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

WHEREAS, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance with the terms and conditions stated in this agreement, each

agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

NOW, THEREFORE, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

1.0. Definitions.

"Agricultural use" means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

"Application processing costs" means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

"Assumed Gross Acreage" means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

"Closing" means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

"Commitment Period" means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

"Consideration" means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

"Development Easement" means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

"Development Rights" means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

"Effective Date" of this agreement shall be the sixth (6th) day following the day that both parties have executed this agreement.

"Hazardous Substance" means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

"IRS" means the Internal Revenue Service.

"Like-Kind Exchange" means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

"Non-County Funds" means monies from any of the following:
(a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

"Nonagricultural Development Rights": See Definition for Development Rights above.

2.0. BUYER'S AND SELLER'S COMMITMENTS. In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider of Non-County Funds which (a) has committed to provide all or a

portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER. At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER. At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

2.3. SELLER'S CONDITIONAL. During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or

accountants) counsel against Buyer's participation.

2.5. LIKE KIND EXCHANGE ELECTION. The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

2.6. SELLER'S COSTS TO PERFORM. Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY. In paragraphs 2.7.1 and 2.7.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES. Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and

legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

2.8. SELLER'S TITLE AND RIGHT OF ACCESS. Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

2.8.1. SUBORDINATION OF CLAIMS. Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an "agricultural use" as defined in paragraph 1.0 shall be

commenced.

2.10. SELLER'S ACTIONS PRIOR TO CLOSING. Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

2.11. SELLER'S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL. Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly accepted agricultural practices.

- b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.
- c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.
- d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.
- e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.
- f. Only those tanks described on Attachment C hereto are located on the Property.
- g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT. Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

2.14. SEPTIC SYSTEM USE. In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

2.16. EXCLUSIVE AGREEMENT. Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

2.17. NO LITIGATION OR VIOLATIONS PENDING. Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

3.0. COMPENSATION TO SELLER. In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

3.1. COMPUTATION OF PURCHASE PRICE. Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property;

(ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

3.2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

3.3. EASEMENT EFFECTIVE AT CLOSING. All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

4.0. TITLE INSURANCE. The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be

provided within ten (10) days of the Effective Date of this agreement.

4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE. The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

4.3. EXTENSION OF COMMITMENT PERIOD. Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE. The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as

necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

6.0. INSPECTIONS OF THE PROPERTY. Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

7.0. RISK OF LOSS. Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and

Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

8.2. INDEMNIFICATION OF SELLER. Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller

shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

10.1. NO RELIEF FROM RESTRICTIONS. No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

11. DEFAULT BY SELLER. Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the

Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

12. BUYER'S RIGHTS ON SELLER'S DEFAULT. In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and
- f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

13. ENFORCEMENT OF AGREEMENT AND EASEMENT. Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this

agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY. Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

16. COMPLETE AGREEMENT. This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

17. LOCATION OF CLOSING. Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

20. NOTICES. All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

21. SURVIVABILITY OF COVENANTS. All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

22. WAIVER OF BREACH. The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

24. PERSONS BOUND. This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

25. SELLER ENTITY. If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller

shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

26. COUNTERPARTS. This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

27. CAPTIONS. The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

28. NUMBER AND GENDER. For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

IN FURTHER WITNESS WHEREOF, and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

SELLER:

Brian Horne

BY: _____
Brian Horne

BUYER:

COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

Social Security Number

**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

ATTACHMENT C - FUEL TANK DISCLOSURE

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

Use additional sheet(s) if more than three tanks are on the Property.

All property owners must sign:

Brian Horne

BY: _____
Brian Horne

Date: _____

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COUNTY OF GLOUCESTER
P. O. Box 337
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 11-11512

DATE December 6, 2011

T-03-08-598-372-20548
BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$204,668.10 COUNTY COUNSEL August Knestat

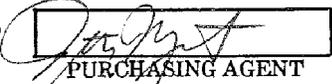
Resolution authorizing acquisition of a development easement, and the DESCRIPTION: signing of an agreement of sale and other documents necessary for closing regarding such easement, on the farm property of Brian Horne, in the Township of Harrison known as Block 34, Lot 37 consisting of approximately 11.466 acres, in the amount of \$204,668.10 (certified at \$17,850.00 per acre).

VENDOR: West Jersey Title Agency

ADDRESS: 15 South Main Street

Woodstown, NJ 08098


DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 12-12-11

December 21, 2011

**RESOLUTION AUTHORIZING ACQUISITION OF A DEVELOPMENT EASEMENT,
AND THE SIGNING OF AN AGREEMENT OF SALE AND OTHER DOCUMENTS
NECESSARY FOR CLOSING REGARDING THE FARM PROPERTY OF DAVIDSON
GROUP, LLC, LOCATED IN THE TOWNSHIP OF WOOLWICH, KNOWN AS BLOCK
6, LOT 7, CONSISTING OF APPROXIMATELY 23.152 ACRES, IN THE AMOUNT
OF \$420,208.80 (CERTIFIED AT \$18,150.00 PER ACRE)**

WHEREAS, the Gloucester County Agriculture Development Board (hereinafter the "Board") was previously established by the Board of Chosen Freeholders of the County of Gloucester (hereinafter the "County") under and pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11, et seq., (hereinafter the "Act"), and the regulations promulgated thereunder at N.J.A.C. 2:76-5 et seq., (hereinafter the "Regulations"); and

WHEREAS, DAVIDSON GROUP, LLC, having presented itself as the owner of the land and premises located in the **Township of Woolwich** (hereinafter the "Township"), **and known as Block 6, Lot 7, on the Official Tax Map of the Township (hereinafter the "Property")**, which consists of approximately 23.152 acres, has made application to the County seeking to have the County purchase a development easement in the Property; and

WHEREAS, DAVIDSON GROUP, LLC, as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County a development easement, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, such a development easement will ensure that the Property remains permanently preserved, and restricted to agriculture use only, which has been determined to be for the public good; and

WHEREAS, the purchase of the development easement has previously received Board approval; and

WHEREAS, the Property has been determined to qualify for the purchase of said easement under and pursuant to both the Act and Regulations, as well as the guidelines promulgated by the County as part of its Farmland Preservation Program; and

WHEREAS, the County will be providing the funds through its Farmland Preservation Program for the purchase of the said development easement in the amount of **\$420,208.80** which is the total purchase price for same; and

WHEREAS, a Certificate of Availability of Funds has been issued by the County certifying that sufficient funds for this purchase have been appropriated; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of **\$420,208.80** pursuant to CAF# 11-11511, which amount shall be charged against budget line item T-03-08-509-372-20548; and

WHEREAS, the execution of a conditional Agreement of Sale by the County to purchase a development easement in the Property has been determined to be in the best interests of the County, for the public good, and in furtherance of the purposes of the Act.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, as follows:

1. The County be, and the same hereby is, authorized to acquire a development easement in the premises known as Block 6, Lot 7 in the Township of Woolwich, County of Gloucester, State of New Jersey for **\$420,208.80**.

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **DAVIDSON GROUP, LLC**, in regard to the County's purchase of a development easement in the premises known as Block 6, Lot 7 in the Township of Woolwich, County of Gloucester, State of New Jersey, be, and the same hereby is, approved; and the execution of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed.

3. The Freeholder Director or his designee, and the Clerk of the Board, be, and the same hereby are, authorized to execute any other documents necessary to complete this transaction.

4. The appropriate County representatives be, and the same hereby are, authorized to sign any and all documents necessary to complete closing of this transaction.

ADOPTED at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, December 21, 2011, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

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CONTRACT TO SELL DEVELOPMENT EASEMENT

DAVIDSON GROUP, LLC

TO

THE COUNTY OF GLOUCESTER

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CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: Davidson Group, LLC, having an address of 8 Seabreeze Lane, Avalon, NJ, 08202 (hereinafter collectively referred to as the "Seller")

BUYER: THE COUNTY OF GLOUCESTER, with administrative offices at 1 North Broad Street, Woodbury, New Jersey 08096 (hereinafter "Buyer")

PROPERTY: Lot 7, Block 6, in the Township of Woolwich, County of Gloucester, and State of New Jersey (hereinafter the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: \$ 18,150.00 ASSUMED ACREAGE: Approximately 23.152 acres

ESTIMATED GROSS SALES PRICE: \$ 420,208.80

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE.

OF EXCEPTION AREAS: One - 2 acre non-severable exception

ATTACHMENTS TO CONTRACT: A - Deed of Easement - yes
B - Conditions on Excepted Land - no
C - Fuel Tank Disclosure - yes

WITNESSETH:

WHEREAS, Buyer is a body politic and corporate of the State of New Jersey which believes that the permanent preservation of lands devoted to agricultural use is in the public interest and benefits the citizens of Gloucester County and that the purchase of development rights to accomplish the preservation of said land is a worthwhile and prudent expenditure of public funds; and

WHEREAS, Buyer has promoted and funded the Gloucester County Farmland Preservation Program (hereinafter, the "Program"), which program makes monies available for the purchase of development rights and credits to properties in agricultural use in order to permanently restrict said properties to such use; and

WHEREAS, Seller has represented that it is the exclusive owner of the real property described in the Transaction Summary; and

WHEREAS, Seller is committed to the continued agricultural use of the Property and wishes to permanently preserve and restrict the Property to agricultural use for itself and Seller's heirs, executors, administrators, successors and assigns and for the public good; and

WHEREAS, Seller has applied to the Gloucester County Agriculture Development Board ("GCADB") to participate in the Program through the sale of the development rights to the Buyer; and

WHEREAS, Buyer may elect to accomplish this purchase in a manner that will give Buyer the opportunity to apply to the State Agriculture Development Committee (hereinafter, the "SADC") pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. (hereinafter, the "Act") and the regulations adopted pursuant thereto or other State or other funding source in order to either secure supplemental funds to make this purchase or to recover a portion of the cost of this purchase; and

WHEREAS, Buyer has offered to purchase the development rights and credits and a development easement from the Property from Seller on certain conditions and Seller, by execution hereof, has accepted Buyer's offer; and

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in consideration of payment to be made by the Buyer in accordance

with the terms and conditions stated in this agreement, each agreeing that said permanent preservation shall occur and be effective upon Seller's execution of a deed of easement conveying the nonagricultural development rights and credits to the Property and a development easement to the Buyer;

NOW, THEREFORE, in consideration of the foregoing and of the benefits accruing to each, the parties agree to the following:

1.0. Definitions.

"Agricultural use" means the use of land for common farmsite activities including, but not limited to, production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing and related activities.

"Application processing costs" means the costs incurred by Buyer in processing Seller's Application and Offer to Sell a Development Easement. Said costs include the cost of obtaining appraisals, a survey, title work and obtaining a letter of nonapplicability pursuant to the Industrial Site Recovery Act or Environmental Clean-up Responsibility Act.

"Assumed Gross Acreage" means the size of the Property, in acres, as reported to the Buyer by Seller in Seller's Application or as otherwise reported in the official tax map.

"Closing" means the date on which all conditions to the making of this purchase by Buyer have been satisfied; the Seller delivers the Deed to Buyer and buyer delivers the consideration to Seller.

"Commitment Period" means the period of time starting on the Effective Date and ending on the date stated in the Transaction Summary.

"Consideration" means the sum that is due to Seller as payment for Seller's execution and delivery of a Deed of Easement.

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

"Development Easement" means an interest in land, less than fee simple absolute title thereto, allowing the owner to develop land for any nonagricultural purposes allowed by law.

"Development Rights" means the right to develop the Property in any way other than in accordance with the Deed of Easement to be executed by Seller.

"Effective Date" of this agreement shall be the sixth (6th) day following the day that both parties have executed this agreement.

"Hazardous Substance" means any substance, chemical or waste that is listed as hazardous, toxic or dangerous under any Federal or New Jersey law or regulation.

"IRS" means the Internal Revenue Service.

"Like-Kind Exchange" means a transaction structured with the intention of satisfying the conditions and requirements of section 1031(a)(1) of the Internal Revenue Code and the rules and regulations applicable thereto.

"Non-County Funds" means monies from any of the following: (a) the Municipality in which the Property is located; (b) the SADC; (c) the State Transfer of Development Rights Bank; or, (d) any other public or private entity which provides funds for the purpose of preserving agricultural lands.

"Nonagricultural Development Rights": See Definition for Development Rights above.

2.0. BUYER'S AND SELLER'S COMMITMENTS. In accordance and compliance with the terms and conditions of this agreement, Seller agrees to sell and Buyer agrees to buy the Nonagricultural Development Rights and Development Credits appurtenant to the Property and a Development Easement in the Property. Seller agrees to execute a Deed of Easement making said conveyance to Buyer. Seller's commitment to sell and Buyer's commitment to purchase shall expire at the end of the Commitment Period, unless the parties agree otherwise.

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to sign a Deed of Easement containing the terms, conditions and restrictions which are contained in Attachment A, or such other modified Deed of Easement form that may be required by a provider

of Non-County Funds which (a) has committed to provide all or a portion of monies to be paid to Seller hereunder or (b) is a potential source of reimbursement of funds expended by Buyer to make this purchase. Seller shall not be required to sign an easement document which contains restrictions on use of the Property that are materially and substantially more burdensome than those contained in Attachment A.

2.2. DOCUMENTS REQUIRED FOR SALE FROM SELLER. At or prior to closing, Seller shall deliver a Deed of Easement, affidavits of title acceptable to County Counsel, and any other documentation required by Buyer, a Buyers title insurer. If Seller is a corporation or partnership, Seller shall provide appropriate resolutions or other documents authorizing this sale and execution of the Deed of Easement, and all appropriate documents by proper corporate officers or partners. Seller shall also deliver an incumbency certificate for the officer(s) signing the Deed; and all corporate or partnership documents that may be required by Buyer's title company. On delivery of this agreement, Seller shall also provide copies of Seller's formation documents, and reasonably satisfactory evidence that Seller has been duly organized and is validly subsisting.

2.2.1 DOCUMENTS REQUIRED FOR SALE FROM BUYER. At or prior to closing, Buyer shall deliver the following to Seller:

(a) The County's Resolution authorizing the purchase hereunder.

2.3. SELLER'S CONDITIONAL. During the Commitment Period Seller shall be entitled to rescind, cancel or terminate this Agreement. Subject to paragraph 4.2, and any other term or condition of this agreement, the Seller shall have the right to terminate this agreement if Buyer fails to close on or before the last day of the Commitment Period and such failure is not attributable to conduct of the Seller. If Seller elects to terminate, this agreement shall be null and void and the parties shall have no further rights or obligations hereunder.

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the

Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

2.5. LIKE KIND EXCHANGE ELECTION. The Seller shall have sixty (60) days from the Effective Date of this agreement to investigate its interest in consummating this sale as part of a like-kind exchange. In the event that Seller fails to advise Buyer in writing by said date of Seller's desire the sales price shall be paid in accordance with the Buyer's policy concerning payment for farmland easement purchases. Seller shall also be obligated to report on the Property that Seller has identified for a like-kind exchange transaction within this said period.

2.6. SELLER'S COSTS TO PERFORM. Seller shall be responsible for retaining and compensating Seller's own expert advisors (including, but not limited to, attorneys, accountants and tax advisors) with respect to all matters pertaining to this transaction. Seller shall provide Buyer with the name, address and telephone number of each of Seller's advisors.

2.7. NOTICE OF BUYER DISCLAIMER OF RESPONSIBILITY AND LIABILITY. In paragraphs 2.8.1 and 2.8.2 Buyer is placing full responsibility on Seller to learn about and understand the tax consequences of this sale transaction. Seller is required to rely exclusively on Seller's advisers. Seller is not entitled to rely on the statements or opinions of Buyer, or Buyer's representatives.

2.7.1. NO ASSURANCES AS TO TAX CONSEQUENCES. Regardless of any statements or representations made by Buyer, or by representatives or consultants or contractors of Buyer, whether contemporaneous with or prior or subsequent to the parties' execution of this agreement, Buyer makes no assurances, promises or representations that the Internal Revenue Service, the State of New Jersey or any other agency or entity having the right or power to review the tax consequences of the sale contemplated by this agreement will consider and approve, acknowledge or accept the sale by Seller pursuant to this agreement as a transaction which entitles Seller to defer capital gains taxes or other taxes which might be due as a result of the sale contemplated herein.

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that

Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

2.8. SELLER'S TITLE AND RIGHT OF ACCESS. Responsibility for establishing Seller's title to the Property and Seller's legal right to access to it from a public road, including resolving any issues to Buyer's satisfaction, shall be Seller's. At closing Seller's title shall be marketable and insurable by the title insurance firm of Buyer's choice and Seller's right of access to the Property shall be established to the satisfaction of Buyer's legal counsel. A marketable title is one which is insurable by any title company authorized to do business in the State of New Jersey at regular rates.

If a defect in title is found in any portion of the Property, Seller shall make a good faith effort to resolve the defect. If the defect cannot be resolved, Buyer has the right to not accept that portion of the Property that cannot be delivered with good and marketable title. If Buyer does not accept any portion of the Property due to a defect in title, Seller will not be responsible for any costs associated with that portion of the Property.

2.8.1. SUBORDINATION OF CLAIMS. Unless the Transaction Summary in this agreement provides that a portion of the sales price is to be applied for the payment of encumbrances on, or claims against, the Property or Seller, Buyer shall not be required to pay more at closing than is reported in the said Transaction Summary. In the event there are any outstanding mortgage liens, tax obligations or any other encumbrances or claims against the Property or which might be asserted against the Property which will not be cancelled at or prior to closing, Buyer's performance pursuant to this agreement shall be contingent on the consent of all mortgagees and all other claimants against the Property to subordinate their claims to the Deed of Easement to be executed by Seller. The subordination shall be acceptable in all respects to Buyer, and to any provider of non-County funds.

2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this agreement shall constitute a certification and covenant to Buyer that no use of or on the Property that is not "agricultural" as defined in paragraph 1.0 has commenced since the time that Seller filed the application to sell a development easement to the Buyer. Seller further covenants, warrants and agrees that no new use of the Property that is not within the meaning of an

"agricultural use" as defined in paragraph 1.0 shall be commenced.

2.10. SELLER'S ACTIONS PRIOR TO CLOSING. Seller promises, covenants and agrees to take no action with respect to the Property that is detrimental to the Property's ability or capability of being put to agricultural use -- including, but not limited to, removing soil, rocks or any other earthen materials from the Property or allowing regulated wetlands conditions to develop -- unless the practice is a component of a soil conservation plan approved by the Natural Resource Conservation Service ("NRCS").

2.11. SELLER'S COMMITMENT TO COOPERATE. Seller promises, covenants and agrees to cooperate with Buyer and the Provider of non-County funds in processing, reviewing and considering all matters pertaining to the Buyer's application, regardless of whether the Provider of non-County funds is solicited by the Buyer prior or subsequent to purchasing an easement from Seller pursuant to this agreement. Seller agrees to sign such documents or forms which may be reasonably required by Buyer, and to provide access to the Property for inspection in order for Buyer to qualify for such funds. The commitment in this paragraph shall survive closing.

2.12. ASSIGNMENT OF RIGHT OF OFFER TO SELL. Seller acknowledges that a Provider of Non-County funds may require that the owner of Property interested in selling the development rights for the purpose of farmland preservation make an offer to sell said rights for a specified per-acre amount. Seller hereby agrees that until such time as Seller conveys an easement to Buyer pursuant to this agreement Buyer, as contract purchaser, shall have the right to make the offer to sell the development rights to the Property to the provider of said funds and Seller hereby assigns said right to Buyer. Seller further agrees to cooperate with Buyer in satisfying requirements of said provider for offers of sale. The amount offered by Buyer to sell shall have no effect on the purchase price to be paid pursuant to this agreement.

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this agreement, Seller certifies and warrants to Buyer the following:

- a. Seller has no knowledge that the Property was ever used for the manufacture, refining, transportation, treatment, storage, handling or disposing of hazardous substances or toxic wastes of any nature other than in connection with use that was in accordance with commonly

accepted agricultural practices.

b. Seller has not placed any hazardous waste or hazardous substances on or under the Property, except in accordance with commonly accepted agricultural practices.

c. Seller has no knowledge that hazardous substances were ever spilled on or buried in the Property.

d. To Seller's knowledge there is neither an operating nor a closed landfill on the Property.

e. To Seller's knowledge there are no hazardous waste or hazardous substances on or under the Property other than that used in connection with agricultural use of the Property in accordance with commonly accepted agricultural practices.

f. Only those tanks described on Attachment C hereto are located on the Property.

g. To the best of Seller's knowledge, none of the tanks containing fuel or hazardous substance on the Property are leaking and all comply with current governmental regulations pertaining thereto.

Any exception(s) to the foregoing certifications shall be declared in writing by Seller, which document shall be attached to and incorporated in this agreement.

2.13.1. INDUSTRIAL SITE RECOVERY ACT/ENVIRONMENTAL CLEANUP RESPONSIBILITY ACT. Unless Buyer waives the requirement, this agreement is contingent upon Buyer's receipt of a letter of nonapplicability from the New Jersey Department of Environmental Protection ("DEP") stating that the Property is not subject to the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq. Seller agrees to cooperate in Buyer's application to the DEP. Buyer shall be responsible for the cost of said application.

2.14. SEPTIC SYSTEM USE. In the event that the Property is serviced by a septic system, Seller hereby promises, certifies, represents and warrants that only structures located on the Property are connected to or utilize the system.

2.15. CONDEMNATION PROCEEDINGS. Seller affirms and declares that no entity having the right to institute condemnation proceedings has done so as to all or any portion of the Property.

2.16. EXCLUSIVE AGREEMENT. Seller affirms and certifies that no other agreement to sell all or any part of the Property or any interest in the Property to any other person, whether oral or written, has been made or executed and Seller has given no person an option to purchase all or any part of the Property or any interest in the Property.

2.17. NO LITIGATION OR VIOLATIONS PENDING. Seller hereby warrants and certifies that there are no judgments or proceedings pending in any court or before any governmental or regulatory board or agency which affect or may affect the Property. Seller further warrants and certifies that Seller has received no notice of violation of any statute, ordinance, rule, regulation or insurance requirement which has not been corrected, and Seller has no knowledge of any such violation.

3.0. COMPENSATION TO SELLER. In consideration of Seller's execution and delivery of a Deed of Easement conveying the Nonagricultural Development Rights and Development Credits and an easement to the Buyer, and execution and delivery of such other documents as Buyer deems necessary, Buyer shall pay Seller the per-acre amount stated in the Transaction Summary of this agreement. The estimated sales price stated in the Transaction Summary is based on the assumption that the Property to be subject to the easement is the size stated thereon. The actual amount of the purchase price shall be computed on the actual acreage determined by a survey of the Property obtained by the Buyer (see paragraph 5.0), subject to deductions and adjustments described in paragraph 3.1.

3.1. COMPUTATION OF PURCHASE PRICE. Computation of the payment to be made to Seller pursuant to paragraph 3.0 shall take into account any Residential Dwelling Site Opportunities ("RDSO") or Land Exceptions stated in the Transaction Summary. For purposes of computing the sum payable to Seller the number which is four times the per-acre value shall be deducted from the sum otherwise due Seller for each RDSO. The deduction for excepted acreage shall be the number which is the per-acre value attributed to the acreage of the land to be excepted.

In addition, computation of the sum payable shall be subject to the following terms and conditions:

- a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State,

County or Municipal roads which abut the Property; (ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

b. Computation of the amount payable shall not include acreage attributable to water bodies which are on the Property, or along a Property boundary.

c. The acreage on which payment will be based shall not include acreage of any portion of the Property which the Buyer's title insurer is unwilling to insure.

d. Buyer may elect to exclude from the acreage amount any or all portions of the Property to which Seller is unable to establish a legal right of access to the Buyer's satisfaction.

3.2. PAYMENT OF PURCHASE PRICE. Buyer shall pay the Purchase Price in accordance with the following:

a. The Seller shall be entitled to payment of the amount stated in the Transaction Summary of this agreement at closing, subject to any deductions and adjustments as provided in this agreement.

3.3. EASEMENT EFFECTIVE AT CLOSING. All restrictions on use of the Property imposed by the Deed of Easement shall be effective on closing. Seller and all persons who succeed to Seller's interest in the Property shall be obligated to comply with all terms and conditions of the Deed of Easement.

4.0. TITLE INSURANCE. The Buyer agrees to be responsible for the cost to insure Buyer's interest in the Property. Seller agrees to cooperate with the Buyer's title company and insurer, and to execute such documents as may be required to confirm Seller's title. The agreement of Buyer's title company to insure Buyer's interest in the Property shall be a precondition to closing.

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments

and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

4.2. ACTIONS NECESSARY TO PROVE SELLER'S TITLE. The parties agree that Buyer has no responsibility whatsoever in taking any action needed to confirm or establish Seller's title. Buyer's title company shall not be liable for researching Seller's title beyond sixty (60) years prior to the current year. If Buyer's title company is unwilling to insure title to all or any portion of the Property on the basis of such a search, responsibility for establishing Seller's good title, and the costs incurred to do so, shall be on Seller.

4.3. EXTENSION OF COMMITMENT PERIOD. Seller and Buyer agree that the Commitment Period defined in the Transaction Summary of this agreement shall be extended for up to forty five (45) days if Buyer's title company encounters difficulty in confirming Seller's title to all or any portion of the Property.

4.4. ENCUMBRANCES ON TITLE/PROPERTY'S SIZE. The Buyer's offer to buy is made on the basis of its knowledge about the Property at the time this agreement is executed, including that the Property is the Assumed Acreage in size. The Buyer shall have the right to cancel this agreement, or to issue a new offer, in the event that the Property's size is not at least ninety percent (90%) of the Assumed Acreage, or is in some way significantly different from what was appraised, or if Seller's title is subject to restrictions on use, or to an easement which Buyer believes impacts on the value of the Property's development rights, or on the public need to make this purchase.

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's

authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

6.0. INSPECTIONS OF THE PROPERTY. Representatives of the Buyer, the County of Gloucester, the GCADS, or the SADC, shall have the right to inspect the Property at any time prior to closing. In addition, Representatives of the Buyer, the County of Gloucester, the GCADB, or the SADC shall have the right to inspect the Property following Seller's execution of the Deed of Easement for the purpose of verifying that Seller is not in violation of any of the terms and conditions of this agreement or of the Deed of Easement. Absent special need therefor, all inspections shall be conducted during daylight hours and on twenty four (24) hours' advance notice to Seller.

7.0. RISK OF LOSS. Risk of loss or damage to the Property by fire or other cause prior to closing shall be and is assumed by the Seller. At its sole discretion the Buyer may elect to cancel this agreement or limit the area of the Property subject to this agreement in the event that the Property is substantially damaged or the potential for agricultural use of the Property is substantially impaired as a result of any occurrence between the date of this agreement and closing. Seller is required to advise the Buyer of any occurrence which results in loss of or damage to the Property or the impairment of the Property's availability or usability for agricultural purposes.

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller

conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

8.1. INDEMNIFICATION OF BUYER FOR USE OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made, judgments awarded, penalties assessed or orders entered pertaining to (a) Seller's failure to comply with the terms and conditions of the Deed of Easement or (b) Seller's use of the Property in accordance with the Deed of Easement. Buyer's acceptance of the Deed of Easement shall not constitute an assumption of liability or responsibility for any damages or losses sustained by any person or entity as a result of Seller's use of the Property -- whether or not in conformity with the Deed of Easement.

8.2. INDEMNIFICATION OF SELLER. Buyer agrees to indemnify and hold Seller harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney's fees, for the defense of such claims and demands arising from the conduct of Buyer, its agents, employees, invitees, or licensees in connection with any of their activities in or about the Property. Seller shall promptly notify Buyer of the commencement of any claim, demand, action or proceeding.

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make

profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

10.1. NO RELIEF FROM RESTRICTIONS. No law, rule or regulation, whether Federal, State or local, shall relieve Seller or Seller's successors, heirs, assigns, personal or legal representatives or subsequent owners of the Property of the restrictions on the Property imposed by the Deed of Easement, provided however that nothing contained herein shall require the Buyer, their heirs and assigns to actively engage in agricultural use of the Property.

11. DEFAULT BY SELLER. Violation of any term or condition of this agreement by Seller shall constitute a default. "Default" includes, but is not limited to, the following actions by Seller:

(a) Seller advises Buyer that Seller does not intend to sell the Property's Nonagricultural Development Rights, Credits and an easement to Buyer.

(b) Seller violates or fails to comply with any material term of this agreement and fails to cure said default within five (5) days of the date of Buyer's demand upon Seller to do so. If Seller asserts that more than five (5) days are needed to cure a default, Seller shall so advise Buyer in writing and request such additional period as Seller believes necessary. Buyer shall agree to said additional period if the period to cure proposed by Seller is objectively reasonable; in no case, however, shall Seller be relieved from performance pursuant to this agreement if the period to cure extends beyond the Commitment Period.

(c) Seller fails to execute and deliver a Deed of Easement and all required supporting documentation on the date of closing scheduled in accordance with the terms of this agreement. Supporting documentation includes, but is not limited to, affidavit(s) of title acceptable to Buyer, and mortgage subordination agreements.

(d) Seller or any person acting on Seller's behalf has made a misrepresentation of material fact in the application or in or through any other written or oral communication with Buyer concerning the Property.

(e) Seller commences a nonagricultural use on the Property.

(f) Seller fails to cooperate with Buyer, Buyer's title company, surveyor or Provider or potential provider of non-County funds in accomplishing this sale transaction.

12. BUYER'S RIGHTS ON SELLER'S DEFAULT. In the event that Seller defaults in any term, covenant, requirement or condition of this agreement, Buyer shall have the right to declare Seller in default, and take any of the following actions:

- a. sue for specific performance;
- b. cancel the agreement;
- c. require the Seller to pay Buyer all of the Application Processing Costs it has incurred after the date of this Agreement;
- d. require that Seller restore the Property to the condition it was in prior to the time that nonagricultural use activity commenced subsequent to the submissions of the Seller's application;
- e. reduce the amount payable pursuant to paragraph 3.0 by four times the easement value for each day and for each acre or part of any acre that soil or other earthen material is removed from the Property in violation of paragraph 2.11; and
- f. require Seller to replace soil removed from the Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

13. ENFORCEMENT OF AGREEMENT AND EASEMENT. Buyer and Seller shall each have the right to enforce the terms of this agreement and the restrictions to be imposed on the Property contemplated by this agreement by any lawful means available. The parties hereby agree and consent to the jurisdiction of the Superior Court of New Jersey, Gloucester County vicinage, in any action brought by Buyer or Seller to enforce the terms of this agreement or the terms and conditions of the Deed of Easement.

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees

to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

15. REVIEW OF AGREEMENT BY SELLER'S ATTORNEY. Seller may submit this agreement to an attorney for review. In the event that Seller fails to submit this agreement to an attorney for review, or if Seller's attorney neither disapproves nor requests modification to this agreement within five (5) business days of Seller's execution hereof, Seller shall be bound hereby. Seller shall be responsible for the cost of any attorney retained to represent or counsel Seller with respect to this matter.

16. COMPLETE AGREEMENT. This agreement is the entire and only agreement between Buyer and Seller and no other statements, promises or communications, whether written or oral, shall be effective to modify or supersede this agreement or any term herein. This agreement can only be changed by a writing signed by both Buyer and Seller.

17. LOCATION OF CLOSING. Closing shall be conducted at the offices of Gloucester County, or such other place specified by Buyer.

18. TIME FOR CLOSING. Buyer shall notify Seller when all preconditions to consummation of this sale have been satisfied, and Buyer is ready to schedule closing. Buyer and Seller shall establish a date for closing which is acceptable to both parties.

18.1. DELAY IN CLOSING BY SELLER. Seller's inability (except for objectively reasonable reasons) or unwillingness to close on the date for closing scheduled pursuant to paragraph 18, or failure to cooperate in scheduling a date for closing, shall constitute a breach of this agreement entitling Buyer to the remedies therefor set forth in paragraph 12.

19. NO COLLUSION. Seller hereby affirms that neither Seller nor any person on Seller's behalf has made or agreed to make any valuable gift, whether in the form of service, loan, thing or promise, to Buyer or to any employees, servants or agents of Buyer for the purpose of influencing Buyer to make this purchase. In the event that Seller's affirmation herein is untrue, Buyer shall have all rights on default described above as well as any other right that might be available to it under New Jersey law.

20. NOTICES. All notices to each party shall be made in writing delivered personally or by first-class, postage prepaid mailed to the other party at the addresses stated in the Transaction Summary in this agreement.

21. SURVIVABILITY OF COVENANTS. All covenants and agreements made by Seller in this Agreement are binding on Seller and on Seller's agents, attorneys-in-fact, heirs, administrators, executors, personal and legal representatives, successors and assigns and shall survive closing for the applicable statute of limitations period, measured from Buyer's discovery of a claim for Seller's violation of a covenant or agreement made herein. Buyer shall be entitled to record this agreement, or a Notice reporting the existence of this agreement.

22. WAIVER OF BREACH. The waiver of a breach of any provision of this agreement by Buyer or Buyer's failure to insist upon strict compliance with any term, covenant or conditions hereof shall not operate or be construed as a waiver of any subsequent breach. Delay in or failure of Buyer to declare Seller in breach of this agreement shall not operate or be construed as a waiver thereof.

23. GOVERNING LAW. This agreement shall be governed by and construed in accordance with New Jersey law, and shall be subject to the requirements of all applicable laws and regulations adopted by State or Federal Non-County Funding Sources. If any provision of this agreement shall be or become invalid under any law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

24. PERSONS BOUND. This agreement shall be binding on the parties and on their heirs, executors, administrators, personal or legal representatives, successors and assigns.

25. SELLER ENTITY. If Seller is a corporation or other business entity Seller warrants and certifies that it is duly formed and validly existing under New Jersey law. Seller has the full power, right and authority to enter into this agreement, to perform its obligations under this agreement, and to execute and deliver all documents required to be executed and delivered by Seller under this agreement. The person signing this agreement on behalf of Seller has the requisite power and authority to execute and deliver this agreement in the name of Seller and to create a binding obligation of Seller. Upon request, Seller

shall deliver to Buyer such evidence and documentation as Buyer may reasonably require in order to verify the truth of the statements made in this Paragraph.

26. COUNTERPARTS. This agreement may be signed in any number of counterparts, each of which shall be an original and all of which taken together shall constitute a single agreement, with the same effect as if the signatures thereto and hereto were upon the same instrument.

27. CAPTIONS. The captions contained in this agreement are for the convenience of the parties and do not in any way modify, amplify or give full notice of any of the provisions of this agreement.

28. NUMBER AND GENDER. For purposes of this agreement, the masculine shall be deemed to include the feminine and the neuter, and the singular shall be deemed to include the plural, and the plural the singular, as the context may require.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Seller has caused this agreement to be executed. If Seller, whether in whole or in part, is other than a natural person, the making and execution of this agreement has been properly authorized and effected.

IN FURTHER WITNESS WHEREOF, and intending to be legally bound thereby, the Buyer has caused this agreement to be executed by its duly authorized agents.

SELLER:

DAVIDSON GROUP, LLC

BY:

Perri S. Wachter,
Managing Member

BUYER:

COUNTY OF GLOUCESTER

BY:

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

Federal ID Tax Number

**CONTRACT TO SELL NONAGRICULTURAL DEVELOPMENT RIGHTS,
DEVELOPMENT CREDITS AND A DEVELOPMENT EASEMENT**

ATTACHMENT C - FUEL TANK DISCLOSURE

We hereby certify that only the fuel tanks described below are located on, over or under the property which is the subject of this agreement of sale:

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

Use additional sheet(s) if more than three tanks are on the Property.

All property owners must sign:

DAVIDSON GROUP, LLC

BY: _____
Perri S. Wachter, Managing Member

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COUNTY OF GLOUCESTER
P. O. Box 337
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 11-11511 DATE December 6, 2011

T-03-08-509-372-20548
BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Land Preservation

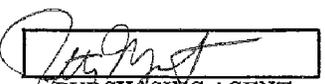
AMOUNT OF CERTIFICATION \$420,208.80 COUNTY COUNSEL August Knestaut

DESCRIPTION: Resolution authorizing the Gloucester County Board of Freeholders, Freeholder Director or his designee to enter into an agreement of sale for the purchase of development easements and authorizing the signing of documents necessary for closing on the farm property of Davidson Group, LLC located in the Township of Woolwich, known as Block 6, Lot 7 consisting of approximately 23.152 acres, in the amount of \$420,208.80 (certified at \$18,150.0 per acre).

VENDOR: Title America Agency Corp.

ADDRESS: 185 W. White Horse Pike
Berlin, NJ 08009


DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 12-12-11

December 21, 2011