

Photographs of the Subject Property



Southerly View of Taking Area (Taken by ARC on 3/1/2012)

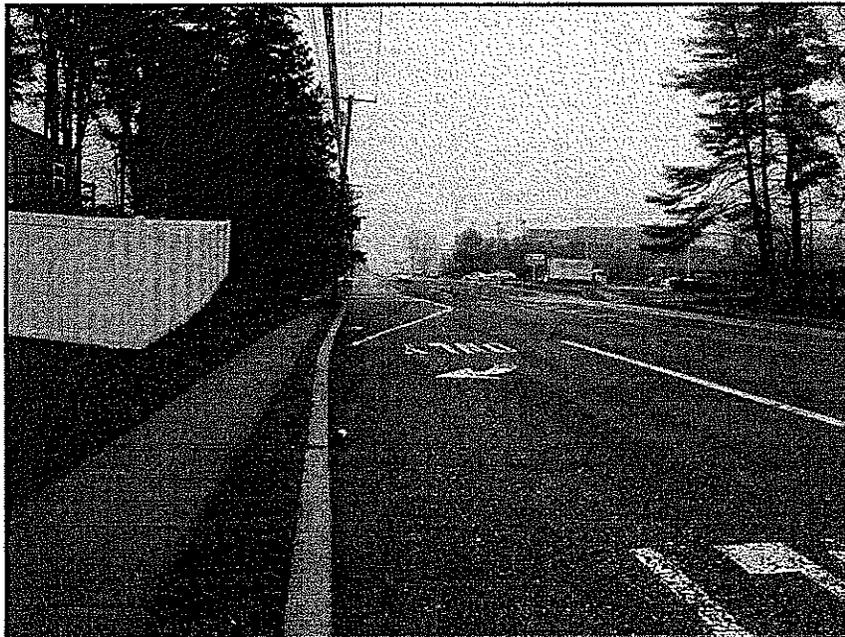


Northerly View of Taking Area (Taken by ARC on 3/1/2012)

Photographs of the Subject Property



Northerly View along Egg Harbor Road (Taken by ARC on 3/1/2012)



Southerly View along Egg Harbor Road (Taken by ARC on 3/1/2012)

Photographs of the Subject Property



Easterly View along Trent Road (Taken by ARC on 3/1/2012)



Westerly View along Trent Road (Taken by ARC on 3/1/2012)

Portion of Zoning Ordinance

ARTICLE XI. PR-1 Planned Residential One District

§ 285-53. Purpose.

A. It is the purpose of the PR-1 Planned Residential One District to permit single-family developments to be built on lands formerly zoned rural and designated in the Master Plan as R/L1, provided that additional design and performance criteria are met to the satisfaction of the Planning Board. After a tract of rural land has been granted rezoning to PR-1, the applicant may reduce the size of lots to the dimensions specified in this article. However, the total number of units permitted may not exceed 1.6 units per gross acre.

B. Freshwater wetlands, as defined in the New Jersey Fresh Water Wetlands Protection Act of 1987, N.J.S.A. 13:9B-1 et seq., one-hundred-year floodplains, floodways and flood hazard areas are not included in gross acreage for the purpose of calculating units per gross acre.

§ 285-54. Permitted and conditional uses.

In any PR-1 Planned Residential One District, land, buildings or premises shall be used by right only for one or more of the following:

- A. All uses permitted in the A Residence District.
- B. All conditional uses of the A Residence District, provided that the conditions set forth there under shall be complied with.
- C. Neighborhood retail commercial facilities, as permitted in the NC Commercial District, subject to the regulations of § 285-58.

§ 285-55. Accessory uses.

All accessory uses permitted in the A Residence District shall be allowed.

§ 285-56. Area and bulk regulations.

A. The following area and bulk regulations shall be followed for projects that are too small to generate the required amount of open space and active recreation facilities and acreage specified in the open space regulations of this article. Section 285-58 shall not be utilized for projects that are measured in accordance with the following regulations:

- (1) Minimum lot size for agricultural uses: 5 1/2 acres.
- (2) Minimum lot size for other uses: 23,000 square feet.
- (3) Maximum density per gross acre: 1.6 units.
- (4) Minimum lot width: 100 feet.
- (5) Minimum lot depth: 200 feet.
- (6) Maximum lot coverage: 20%.
- (7) Minimum front yard: 50 feet.
- (8) Minimum side yards: 15 feet each.
- (9) Minimum rear yard: 35 feet.
- (10) Maximum building height: 35 feet.

B. The following area and bulk regulations shall be followed for all other projects,

except that the density shall not exceed 1.6 units per acre, but only if the Planning Board approved the cluster concept:

- (1) Minimum lot size: 10,500 square feet.
- (2) Maximum density per gross acre: 1.6 units.
- (3) Minimum lot width: 80 feet.
- (4) Minimum lot depth: 125 feet.
- (5) Maximum lot coverage: 25%.
- (6) Minimum front yard: 30 feet.
- (7) Minimum side yards: 10 feet each.
- (8) Minimum rear yard: 30 feet.
- (9) Maximum building height: 35 feet.

C. Freshwater wetlands, as defined in the New Jersey Fresh Water Wetlands Protection Act of 1987, N.J.S.A. 13:9B-1 et seq., one-hundred-year floodplains, floodways and flood hazard areas are not included in gross acreage for the purpose of calculating units per gross acre in Subsections A and B of this section.

§ 285-57. Open space requirements.

- A. In order for a project to qualify for development under this article, the minimum open space and active recreation tract shall not be less than five acres.
- B. The open space and active recreation lands shall comply with all of the provisions of Article XXVIII, Open Space Regulations.

§ 285-58. Neighborhood commercial regulations.

- A. Neighborhood commercial centers may be permitted, at the discretion of the Planning Board, provided that each center is designed as an integral unit and does not exceed two acres for each 50 acres of total project development.
- B. No single commercial center shall exceed four acres in size.
- C. All commercial centers shall be located on major roads capable of supporting the anticipated traffic volumes.
- D. The traffic patterns associated with the commercial center shall not be detrimental to the residential character of the neighborhood.

§ 285-59. Reduction of lot sizes.

- A. Notwithstanding the above regulations, and only with the approval of the Planning Board, in any residential development no more than 10% of the lots may be reduced in size to not less than 7,500 square feet each, provided that the required original overall density is maintained for the entire project.
- B. Lots that are less than 10,500 square feet in size shall conform to the following regulations:
 - (1) Minimum lot width: 75 feet.
 - (2) Minimum lot depth: 100 feet.
 - (3) Maximum lot coverage: 30%.
 - (4) Minimum front yard: 20 feet.
 - (5) Minimum side yards: eight feet each.

(6) Minimum rear yard: 25 feet.

(7) Maximum building height: 35 feet.

C. All such lots shall not be grouped together contiguously, but shall be scattered throughout each development. The purpose of this stipulation is to promote design flexibility and creativity and to work with the natural constraints of the land without affecting the maximum permitted density. Accordingly, such lots should only be designed when standard lots of 10,500 square feet are not physically appropriate.

§ 285-60. Conditions prior to approval.

In order to qualify for increased densities, the following facts and conclusions shall be found by the Planning Board prior to approval of all residential developments permitted by this article:

- A. That departures by the proposed development from zoning regulations otherwise applicable to the subject property conform to the standards established in this chapter for the applicable districts.
- B. That the proposals for maintenance and conservation of the common open space are reliable, and that the amount, location and purpose of the common open space are adequate.
- C. That provision, through the physical design of the proposed development, for public services, control over vehicular and pedestrian traffic and the amenities of light and air and recreation and visual enjoyment are adequate.
- D. That the proposed planned development will not have an adverse impact upon the area in which it is proposed to be established.
- E. In the case of a proposed development which contemplates construction over a period of years, that the terms and conditions intended to protect the interests of the public and of the residents, occupants and owners of the proposed development in the total completion of the development are adequate.
- F. That the project shall have service available within a reasonable distance for churches, schools and medical facilities.
- G. That retail service functions shall be available nearby.
- H. That the project shall have increased recreation facilities available.
- I. That the location of recreation facilities shall be centralized with easy access from all directions.
- J. That the active recreational facilities and open spaces shall be linked together with a unified pedestrian path system through the entire project that diminishes conflict with vehicular traffic.

- K. That the project shall be in conformance with the Master Plan.
- L. That all projects shall be located along major traffic arteries.
- M. That all projects shall be located near developments of similar densities.
- N. That the need to conserve natural features and sensitive land areas such as woods, floodplains and erodible soils must be demonstrated.

- O. That the opportunity to preserve agricultural lands may be a factor.
- P. That the project shall show an improved overall design concerning streets, lots and open space arrangements.
- Q. That a variety of housing designs shall add to the aesthetic appeal of the project.
- R. That pedestrian crossing points shall be completely designed for the ease and safety of pedestrian movements.
- S. That all proposed stormwater drainage basins or retention basins be surrounded by permanent fencing of a type and dimension specified by the Township Engineer, together with the landscaping in accordance with the specifications of the Township Engineer, for the purpose of reducing the health and safety hazards of such basins and improving the aesthetics of their appearance.

§ 285-61. Other regulations.

- A. There must exist approved public water and public sewer systems, which shall be available to each lot prior to the issuance of the building permit.
- B. All other applicable regulations of this chapter shall be followed as required.

ARTICLE VI. A Residence District

§ 285-23. Permitted uses.

In any A Residence District, land, buildings or premises shall be used by right only for one or more of the following:

- A. Single-family detached house.
- B. Municipal tower, water storage tank, water reservoir, water pumping station and water treatment plant, provided that the architectural design of the exterior of any building shall be in keeping with other structures in the neighborhood and shall be reviewed and approved by the Planning Board.
- C. Sewage lift station, water pumping station, underground transmission lines and gas regulator stations, subject to the following special requirements:
 - (1) There shall be no storage of materials and trucks and no repair facilities or housing of repair crews except within completely enclosed buildings.
 - (2) The architectural design of the exterior of any building shall be in keeping with other structures in the neighborhood and shall be reviewed and approved by the Planning Board.
 - (3) Screening shall be developed as defined in this chapter. All plants not surviving one year after planting must be replaced.
- D. Model homes or sales offices within a subdivision, but only during the period necessary for the sale of new homes within such subdivision. Such uses shall not be considered a business use.
- E. Senior citizen housing in conformance with the single-family concept of this district.
- F. Flag-shaped lots, provided that these shall not have less than one-hundred-foot frontage at the required building setback line, and that no more than one flag lot shall be subdivided from a base lot, and that no two flag lots shall be contiguous to each

other.

§ 285-24. Conditional uses.

The following conditional uses may be authorized by the Planning Board, provided that applications conform to the following specifications and standards:

A. Agricultural uses, provided that:

- (1) The use will not injure or detract from the use of neighboring property.
- (2) The use will not detract from the character of the neighborhood.
- (3) The use of property adjacent to the area included in the plan is adequately safeguarded.
- (4) The property is suitable for the intended use.
- (5) The use will service the best interests of the Township.
- (6) The use will not adversely affect public sewers and facilities such as water, sewer, police and fire protection.
- (7) The use will not adversely affect the drainage facilities in the adjacent neighborhood.
- (8) Chemical and fertilizer usage and storage will not be detrimental to people, animals and plants and water in the neighborhood.
- (9) Accessory buildings will not adversely affect the character of the neighborhood.
- (10) The use shall meet the requirements of Article XXXIV, Farm Regulations.

B. Church, chapel, convent or similar religious institution, including rectory or parish house, provided that:

- (1) The coverage will not exceed 20%.
- (2) The site plan design shall not be detrimental to the neighborhood and side yards shall be not less than 20 feet each.
- (3) The lot depth and yard areas will conform to the standards set forth in this district, except as noted above.
- (4) The parking requirements shall be in accordance with all the regulations set forth in this chapter.

C. Professional and general offices, medical and legal offices, real estate and insurance offices. A residential use may be combined with any of the above uses in the same building, provided that the residential occupant is also the user of the office facilities. All of these conditional uses shall be subject to the following standards, which are in addition to any other standards for conditional uses set forth in other residential districts where such conditional uses are allowed by reference to the A Residence District:

- (1) Standards set forth in Subsection A(1) through (7) above.
- (2) All lots shall be directly adjacent to the roads listed below. Lots within the interior of a housing development shall not be considered for the conditional use.
Delsea Drive

Blackwood-Barnshoro Road, from County House Road to Delsea Drive
Egg Harbor Road
Fish Pond Road
Berlin-Cross Keys Road
Black Horse Pike
Woodbury-Turnersville Road
County House Road, between Hurffville-Grenloch Road and the Camden County line at Lakewood
Hurffville-Grenloch Road, from Delsea Drive to Hurffville Road
Grenloch-Selina Road
Hurffville-Cross Keys Road
Fries Mill Road
Williamstown-Blackwood Road
Glassboro-Cross Keys Road
Greentree Road, between Lantern Lane and Hurffville-Cross Keys Road
Ganttown Road, between the Black Horse Pike and Hurffville-Cross Keys Road

(3) Architectural standards set forth in § 285-108.

(4) There will not be any noise and lighting situations adversely affecting adjacent residential properties.

(5) A twenty-foot-wide setback shall be provided between any parking area and a property line, where such parking is directly adjacent to a preexisting residential dwelling or lot. Such setback shall be fenced and/or fully planted with a landscape buffer, as provided for in this chapter.

(6) The applicable area and bulk standards shall be as set forth for the zoning district where the property is located.

(7) One freestanding sign, not exceeding two square feet, is permitted. Facade signs are prohibited.

(8) For the conversion of an existing building, the plan submitted may be considered a minor site plan if so classified by the Planning Board. All plans for the construction of a new building will be considered major site plans.

(9) All buildings must have the front of the building facing the roads listed in Subsection C(2) above.

§ 285-25. Accessory uses.

Only the following accessory uses shall be permitted:

- A. Customary accessory residential uses, including private garages and utility sheds.
- B. Private swimming pools.
- C. Private greenhouses.
- D. Private gardens.

§ 285-26. Area and bulk regulations.

The following area and bulk regulations shall apply:

- A. Minimum lot size: 60,000 square feet.
- B. Minimum lot width: 150 feet.
- C. Minimum lot depth: 200 feet.
- D. Maximum lot coverage: 10%.
- E. Minimum front yard: 50 feet.
- F. Minimum side yards: 15 feet each.
- G. Minimum rear yards: 35 feet.
- H. Maximum building height: 35 feet.

§ 285-27. Other regulations.

All other applicable regulations of this chapter shall be followed as required.

ARTICLE XVII. NC Neighborhood Commercial District

§ 285-96. Permitted uses.

[Amended 3-8-2007 by Ord. No. 4-2007]

In any NC Neighborhood Commercial District, land, buildings or premises shall be used by right only for one or more of the following:

- A. Administrative offices.
- B. Bakery.
- C. Bank.
- D. Barber and beauty shops.
- E. Bookstore and stationery store.
- F. Clothing.
- G. Drugstore.
- H. Dry cleaning and laundry pickup shops.
- I. Dry goods and notions stores.
- J. Finance and loan agencies.
- K. Food market.

- L. Gift shop and florist shop.
- M. Hardware and sporting goods stores.
- N. Jewelry store.
- O. Library and museums.
- P. Medical and dental offices.
- Q. Newspaper and magazine sales.
- R. Post office.
- S. Radio, television and music stores, sales and service.
- T. Real estate and similar professional office.
- U. Restaurant, provided that no restaurant or similar use shall be conducted as a drive-

in service establishment or refreshment stand, sometimes called snack bar, dairy bar, hamburger stand or hot dog stand, where customers and patrons are served food and/or drinks for immediate consumption outside the building in which the business is conducted.

V. Self-service laundry.

W. Shoe store and repair.

X. Tailor and dressmaker shops.

Y. One apartment unit, provided that such use is in conjunction with the main business use, such as living quarters for a watchman. Such apartment shall be located above the main floors or in the rear of the business structure. An additional two parking spaces shall be provided for such apartment unit.

§ 285-97. Accessory uses.

Only accessory uses on the same lot with, and customarily incidental to, any of the above permitted uses shall be permitted.

§ 285-98. Area and bulk regulations.

The following area and bulk regulations shall apply:

A. Minimum lot size: 13,500 square feet.

B. Minimum lot width: 100 feet.

C. Minimum lot depth: 135 feet.

D. Maximum lot coverage: 35%.

E. Minimum front yard: 50 feet from all streets.

F. Side yards: 20 feet aggregate total with a minimum of eight feet, provided that when a written agreement is provided by adjoining property owners, no side yard shall be required between properties of separate ownership where two or more commercial uses abut side to side. In case of a series of abutting structures paralleling a public right-of-way, an open and unobstructed passage of at least 30 feet in width shall be provided at grade level at intervals of not more than 200 feet.

G. Minimum rear yard: 35 feet.

H. Maximum building height: 25 feet.

I. Maximum floor area: 20,000 square feet. [Added 3-8-2007 by Ord. No. 4-2007]

§ 285-99. Other regulations.

A. There must exist approved public water and public sewer systems, which shall be available to each unit prior to the issuance of the building permits.

B. All other applicable regulations of this chapter shall be followed as required.

C. For developments to be constructed over a period of years, a phasing plan shall be submitted as part of the preliminary plan for the entire concept.

D. The buildings, sizes, shapes, site positions and architectural design shall be considered along with the landscape and natural features.

Copy of Deed

DB3405-P335

Rec. 2007

015921

CHARGE & RETURN
Cargreen Title Corp.
P.O. Box 8478
Bridgeton/East
Cherry Hill, NJ 08034

Deed

750-21060 LR

This Deed is made on: April 16, 2007
BETWEEN JOSEPH F. PIEKARSKI

whose post office address is: 223 Democrat Road, Mickleton, New Jersey 08056

referred to as the Grantor,
AND JENNIFER DILEO, unmarried woman

whose post office address is: 146 Trent Road, Turnersville, New Jersey 08012

referred to as the Grantee.
The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. **Transfer of Ownership.** The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of \$165,000.00.

The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of Washington.
Lot 61, Block 194/08

3. **Property.** The Property consists of the land and all the buildings and structures on the land in the Township of Washington County of Gloucester and State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof.

BEING THE SAME LAND AND PREMISES which became vested in Joseph F. Piekarski and Karen L. Piekarski, his wife, by deed from John E. Sheppard and Karen M. Sheppard, his wife, dated November 25, 1987, recorded December 3, 1987, in Deed Book 1683, page 53, Gloucester County Clerk's Office.

AND, the said Karen L. Piekarski conveyed her interest in this property by Quit Claim Deed, dated _____, and intended to be forthwith recorded in the Office of the Clerk of Gloucester County.

Signature of Joseph F. Piekarski
JOSEPH F. PIEKARSKI

One Revenue Tax Used

Consideration: \$165,000.00 Exempt Code: 8

County	State	N.P.N.R.P.	Total
\$165.17	\$412.33	\$22.50	\$599.99
Date: 4/17/2007			

100 - Deed - Bargain and Sale (not 150-w/05)
Gov. on Inheritance's Act - Substantial
File Language File, 2007 Print date 1/2007

DB3405-P336



Fidelity National Title
INSURANCE COMPANY OF NEW YORK

SCHEDULE C
(Legal Description)

Commitment No.: 02-75021060

All that certain lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Township of Washington, County of Gloucester, State of New Jersey:

BEGINNING at a point on the Northerly end of the curve, radius of 20 feet, connecting the Northeasterly line of Egg Harbor Road (70 feet wide) with the Southeasterly line of Trent Road (60 feet wide); thence

- (1) North 63 degrees 00 minutes 59 seconds East, along the Southeasterly line of Trent Road, 90.38 feet to the division line between Lots 60 and 61, said Block and Plan; thence
- (2) South 26 degrees 59 minutes 01 second East along same 130 feet to a point; thence
- (3) South 63 degrees 00 minutes 59 seconds West, a distance of 101.41 feet to the Northeasterly line of Egg Harbor Road; thence
- (4) North 31 degrees 40 minutes 45 seconds West along same, 108.73 feet to the Southerly end of the first above mentioned connecting curve; thence
- (5) Northwardly, along same, curving to the right, radius of 20 feet, an arc distance of 33.05 feet to the point of beginning.

BEING Lot 61, Block 194H, Plan of Lots, Section 11, Wedgewood, filed.

BEING Lot 61, Block 194.08 on Tax Map.

Commitment(commit.001)

Page 8

DB3405-P337

The street address of the Property is: 146 Trent Road, Washington, NJ

4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to Grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. Signatures. The Grantor signs this Deed as of the date at the top of the first page.

Witnessed or Attested by:

[Signature]

[Signature]
JOSEPH F. PIEKARSKI

STATE OF NEW JERSEY
COUNTY OF CAMDEN SS:

I CERTIFY that on April 16th 2002
JOSEPH F. PIEKARSKI

personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed the attached Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$ 165,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

[Signature]
(This name and title refer to the witness.)

RETURN AND RETURN TO:
Fidelity National Title, Congress Title Division
140 Barclay Pavilion East
Cherry Hill, NJ 08034

LYNDA A. KRONBERGER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Feb. 18, 2007

100 • Deed • Bargain and Sale • Indivisible
Gov. or to Grantor's Act • Indivisible
Plain Language Act, 9/97 • v. 10 date 10/97

Copy of Proposed Deed for Easement

PREPARED BY: August E. Kuestaut, Esquire

Block 194.08, Lot 61 Washington CR 630

ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned

Jennifer DiLeo, unmarried woman

Whose post office address is 146 TRENT ROAD, TOWNSHIP OF WASHINGTON, NJ 08012, hereinafter called "Grantor".

is the owner in fee simple of certain lands and premises over which this easement passes; and in consideration of the sum of _____ DOLLARS and _____ CENTS (\$_____), and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby grant and dedicate unto the COUNTY OF GLOUCESTER, a political subdivision of the State of New Jersey, whose mailing address is 1 North Broad Street, Woodbury, NJ 08096 (hereinafter the "County"), its successors, successors in title, assigns and designees, a perpetual easement across the Grantor's lands and premises for purposes (but shall include, but not be limited to, the right to enter onto the hereinafter described lands and premises to construct, maintain, install, widen, alter, keep in good repair, make any other changes, and access, a public road and utilities, including any and all appurtenances necessary and incidental thereto, as determined by the County, said easement, and the rights hereunder, shall run with the land, and shall be binding upon Grantor, its successors, successors in title, assigns and designees, and shall inure to the benefit of the County, its successors, successors in title and assigns and designees. Said easement being in the Township of Washington, County of Gloucester, State of New Jersey, and now more particularly described as follows:

ROAD EASEMENT PARTIAL RE-16, including specifically all the land and premises located at about Station 228+59 (Egg Harbor Road (C.R. 630), Right of Way Baseline Stationing), as indicated on a map entitled: "General Property Parcel Map for Phase I Reconnaissance of Egg Harbor Road (C.R. 630)", Block 194.08, Lot 61 (RE-16), Showing Existing Right of Way, Easements & Parcels to be required in the Township of Washington, County of Gloucester, Contract No 96-01FA, dated July 2011, prepared by McCormick Taylor and KMA Consulting Engineers, and more particularly described as follows:

BEGINNING at a point in the existing northeasterly right-of-way line of Egg Harbor Road (C.R. 630), said point being in the division line of Lot 7 of Block 194.12 and Lot 61 of Block 194.08, said point also being 35.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 229+48.75 and running thence;

1. S 31° 33' 24" W (calculated), 108.69 feet (calculated), to a point of curvature, along said existing northeasterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 35.00 feet, measured northeasterly from end at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 228+40.06, thence;

2. Along a curve bearing to the right having a Radius of 20.00 feet (calculated), and an Arc Distance of 33.12 feet (calculated), to a point of tangency, in the existing southeasterly right-of-way line of Trent Road, said point being 28.70 feet, measured southeasterly from end at right angles to Trent Road, Right of Way Baseline at Station 15+85.21, thence;

3. N 63° 19' 10" E (calculated), 5.16 feet (calculated), to a point, along said existing southeasterly right-of-way line of Trent Road, said point being 28.73 feet, measured southeasterly from end at right angles to Trent Road, Right of Way Baseline at Station 15+90.36 and running thence;

4. S 15° 43' 9" W (calculated), 27.81 feet (calculated), to a point, in the proposed northeasterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 42.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 228+36.89, thence;

5. S 31° 33' 24" E (calculated), 110.96 feet (calculated), to a point, in the division line of Lot 7 of Block 194.12 and Lot 61 of Block 194.08, said point being 42.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 229+49.35, thence;

6. N 63° 19' 10" W (calculated), 7.03 feet (calculated), along said division line of Lot 7 of Block 194.12 and Lot 61 of Block 194.08, to the point and place of beginning.

CONTAINING: 1,007 square feet more or less.

Being part of Lot 61 in Block 194.08 on the current tax map of the Township of Washington.

SUBJECT, however, to all public utility easements, recorded or unrecorded, affecting the herein described premises.

TOGETHER WITH the rights to all things necessary or incidental to effectuate the intentions and desires of the parties as set forth in the preamble hereof.

ALSO BEING part of the same lands and premises vested in Jennifer DiLeo by deed from Joseph F. Piskorski, dated 04/16/03 and recorded 04/17/02 in Book 3405 of Deeds, pages 335 & c. in the Office of the Gloucester County Clerk.

In Witness Whereof, the Grantor hereunto set his/her hand and seal on this _____ day of _____, 201_. If the Grantor is a corporation, the proper corporate officer has signed herein and has caused its proper corporate seal to be affixed.

Witness:

By: _____, grantor

By: _____, grantor

STATE OF NEW JERSEY

SSS

COUNTY OF GLOUCESTER

BE IT REMEMBERED, that on this _____ day of _____, 201_, personally came before me, the Notary, _____ and I am satisfied that he/she/they is/are the person(s) who signed the within instrument, that he/she/they acknowledged that he/she/they signed, sealed and delivered the same as the voluntary act and deed of the corporation.

Notary

ROAD EASEMENT

Dated: _____, 201_

Jennifer DiLeo, unmarried woman

To

County of Gloucester

Record and Return to:

CLERK OF THE BOARD
Gloucester County Freeholders' Office
1 N. Broad Street
Woodbury, NJ 08096

Copy of Certified Letter

Albert R. Crosby, CTA, NJ SCGREA*



109 Appaloosa Way
Sewell, New Jersey 08080

Phone: (609) 922-4815
Fax: (856) 582-4711
albertcrosby@comcast.net

NJ State Certified General Real Estate Appraiser

February 7, 2012

Jennifer DiLeo
146 Trent Road
Blackwood, NJ 08012

Re: **Property Acquisition Appraisal**
Block 194.08, Lot 61
146 Trent Road
Washington Township, Gloucester County, New Jersey

To Whom it may concern:

Our firm has been engaged by the County of Gloucester Engineering Department to determine the fair market value of your property for a partial taking. The appraisal will be used by the County of Gloucester to provide just compensation for the proposed taking area.

We would like to offer you the opportunity to accompany us during our property inspection, so that you may disclose any important information about your property. Additionally, it would be helpful if you could provide any of the applicable items detailed on the enclosed list.

We would like to offer you the opportunity to accompany us during our property inspection, so that you may disclose any important information about your property. Additionally, it would be helpful if you could provide any of the applicable items detailed on the enclosed list.

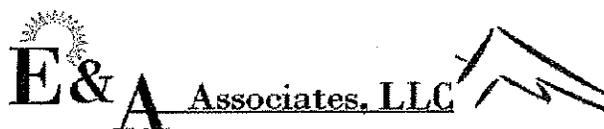
Please contact Al Crosby either by phone at (609) 922-4815 or email (albertcrosby@comcast.net) to coordinate an inspection appointment as soon as possible.

Sincerely,
E & A Associates, LLC

Albert R. Crosby, CTA
NJ SCGREA #42RG00222000

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Completes items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <i>Al Crosby</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to:		B. Received by (Printed Name)	C. Date of Delivery 2/12/12
Jennifer DiLeo 146 Trent Road Blackwood, NJ 08012		D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If YES, enter delivery address below:	
		854 218 0909	
2. Article Number (Transfer from service label)		3. Service Type: <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
		7010 0780 0000 3388 2665	

Albert R. Crosby, CTA, NJ SCGREA*



109 Appaloosa Way
Sewell, New Jersey 08080

Phone: (609) 922-4815
Fax: (856) 582-4711

albertcrosby@comcast.net

NJ State Certified General Real Estate Appraiser

Property Appraisal Exhibit Request

Please provide any of the following information that is applicable and available. We are in need of these exhibits for our analysis.

- 1) Copy of most recent Deed
- 2) Provide the Agreement of Sale, Deed, and/or settlement sheet for your acquisition of the property if made within the past 5 years.
- 3) Information on any Purchase Offers that have been made on the property during the past three years and if the property is currently for sale.
- 4) Full scale copy of subdivision plans
- 5) Copy of any approvals received to date from local, county, or other governing authorities.
- 6) Any other information that you believe should be considered in the appraisal of this property.

Please forward a copy of any of the above applicable items to:

E & A Associates
109 Appaloosa Way
Sewell, NJ 08080

You could also fax a copy of any of the above to 856-582-4711.

Qualifications of

Albert R Crosby, Jr., CTA

Professional Position

Principal of the company E & A Associates, LLC; specializing in real estate appraisal and consulting services for all property types and for a variety of purposes including financing, condemnation, ad valorem, matrimonial, and estates. The firm concentrates its work throughout the State of New Jersey.

I have a B.S. in Accounting from Elon University and extensive experience and knowledge of the Southern New Jersey Region including but not limited to Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, and Salem Counties.

Senior Appraiser with Insight Appraisal Group, LLC; specializing in real estate appraisal and consulting services for all property types and for a variety of purposes including financing, condemnation, ad valorem, matrimonial, and estates.

Professional Affiliations & Licenses

Certified General Appraiser (#42RG-00222000), State of New Jersey

Certified Tax Assessor (CTA), State of New Jersey

Associate Member of the Appraisal Institute

Professional Experience

8/07 – Present Senior Appraiser with Insight Appraisal Group in Washington Township, New Jersey

2/03 – 7/07 Researcher and Analyst with the firm of J. McHale & Associates, Inc. in Mt. Laurel, New Jersey

Education

B.S., Accounting, Elon University, Elon College, North Carolina

Profession Related Courses & Seminars

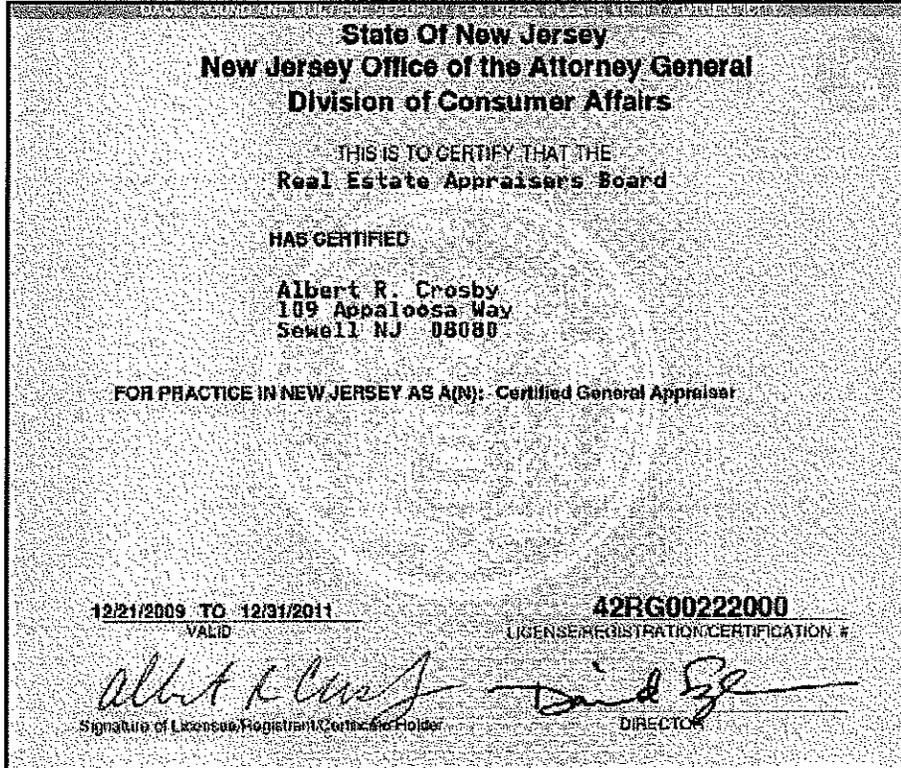
November 2010	Report Writing, Appraisal Institute
December 2009	Advanced Applications, Appraisal Institute
May 2007	General Market Analysis/Highest & Best Use, Appraisal Institute
November 2005	Advanced Sales Comparison & Cost Approaches, Appraisal Institute
January 2005	Advanced Income Capitalization, Appraisal Institute
October 2005	15-Hour National USPAP, Appraisal Institute
March 2004	Basic Income Capitalization, Appraisal Institute
May 2003	Appraisal Procedures, Appraisal Institute

March 2003

Appraisal Principles, Appraisal Institute

Other

Acting Board Member of a local non-profit serving the needs of the physically and mentally disabled.



B6

PREPARED BY: August E. Knestant
August E. Knestant, Esquire

Block 194.08, Lot 61
CR 630

ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned,

JENNIFER DILEO,

Whose address is: 146 Trent Road,
Turnersville, NJ 08012,

hereinafter called "Grantor",

is the owner in fee simple of certain lands and premises over which this easement passes; and in consideration of the sum of EIGHT THOUSAND ONE HUNDRED DOLLARS and ZERO CENTS (\$8,100.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and dedicate unto the COUNTY OF GLOUCESTER, a political subdivision of the State of New Jersey, whose mailing address is 2 South Broad Street, Woodbury, NJ 08096 (hereinafter the "County"), its successors, successors in title, assigns and designees, a perpetual easement across the Grantor's lands and premises for purposes that shall include, but not be limited to, the right to enter onto the hereinafter described lands and premises to construct, maintain, install, widen, alter, keep in good repair make any other changes, and access, a public road and utilities, including any and all appurtenances necessary and incidental thereto, as determined by the County. Said easement, and the rights hereunder, shall run with the land, and shall be binding upon Grantor, its successors, successors in title, assigns and designees, and shall inure to the benefit of the County, its successors, successors in title and assigns and designees. Said easement being in the Township of Washington, County of Gloucester, State of New Jersey, and more particularly described as follows:

ROAD EASEMENT PARCEL RE-16, including specifically all the land and premises located at about Station 228+50 (Egg Harbor Road (C.R.630), Right of Way Baseline Stationing), as indicated on a map entitled: "General Property Parcel Map for Phase I Reconstruction of Egg Harbor Road (C.R.630)", Block 194.08, Lot 61 (RE-16), Showing Existing Right of Way, Easements & Parcels to be acquired in the Township of Washington, County of Gloucester, Contract No 06-01FA, dated July 2011; prepared by McCormick Taylor and KMA Consulting Engineers, and more particularly described as follows:

BEGINNING at a point in the existing northeasterly right-of-way line of Egg Harbor Road (C.R. 630), said point being in the division line of Lot 7 of Block 194.12 and Lot 61 of Block 194.08, said point also being 35.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 229+48.75 and running thence;

1. N 31° 33' 24" W (calculated), 108.69 feet (calculated), to a point of curvature, along said existing northeasterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 35.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 228+40.06, thence;
2. Along a curve bearing to the right having a Radius of 20.00 feet (calculated), and an Arc Distance of 33.12 feet (calculated), to a point of tangency, in the existing southeasterly right-of-way line of Trent Road, said point being 28.70 feet, measured southeasterly from and at right angles to Trent Road, Right of Way Baseline at Station 15+85.21, thence;
3. N 63° 19' 10" E (calculated), 5.16 feet (calculated), to a point, along said existing southeasterly right-of-way line of Trent Road, said point being 28.73 feet, measured southeasterly from and at right angles to Trent Road, Right of Way Baseline at Station 15+90.36 and running thence;
4. S 15° 43' 9" W (calculated), 27.01 feet (calculated), to a point, in the proposed northeasterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 42.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 228+38.89, thence;
5. S 51° 33' 24" E (calculated), 110.46 feet (calculated), to a point, in the division line of Lot 7 of Block 194.12 and Lot 61 of Block 194.08, still along said proposed right-of-way line of Egg Harbor Road (C.R. 630), said point being 42.00 feet, measured northeasterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 229+49.35, thence;
6. S 63° 19' 10" W (calculated), 7.03 feet (calculated), along said division line of Lot 7 of Block 194.12 and Lot 61 of Block 194.08, to the point and place of beginning.

CONTAINING 1,007 square feet, more or less.

BEING part of Lot 61, Block 194.08, on the current Tax Map of the Township of Washington.

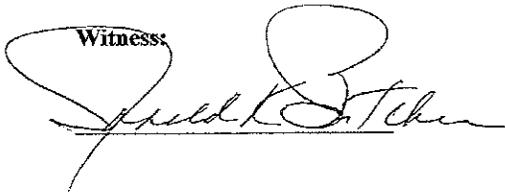
BEING PART OF THE SAME LAND AND PREMISES conveyed to Jennifer DiLeo, an Unmarried Woman, from Joseph F. Piekarski, dated April 16, 2002, and recorded on April 17, 2002 in the Gloucester County Clerk's Office in Deed Book 3405 at Page 335 &c.

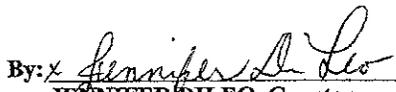
TOGETHER WITH the rights to all things necessary or incidental to effectuate the grant of the rights conveyed hereunder.

TO HAVE AND TO HOLD the above granted easement unto the County, its successors and assigns forever.

This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land, and shall be binding upon and in favor of the successors and assigns of the respective parties hereto.

In Witness Whereof, the Grantor(s) hereunto sets her hand and seal on this 5th day of June, 2012. If the Grantor is a corporation, the proper corporate officer has signed herein, and has caused its proper corporate seal to be affixed.

Witness:


By: 
JENNIFER DILEO, Grantor

STATE OF NEW JERSEY
COUNTY OF GLOUCESTER

:ss

BE IT REMEMBERED, that on this 5th day of June, 2012, personally came before me, the Grantor, Jennifer DiLeo; and I am satisfied that she is the person who signed the within instrument, she is authorized to sign the instrument, and she acknowledged that she signed, sealed and delivered the same as her voluntary act and deed.

RONALD K. BUTCHER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 21, 2017


Notary

ROAD EASEMENT

Dated: JUNE 5, 2012

Jennifer DiLeo,

to

County of Gloucester.

Record and Return to:
Clerk of the Board
Gloucester County Freeholders' Office
2 South Broad Street
Woodbury, NJ 08096

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

BLP

Certificate of Availability of Funds

TREASURER'S NO. 12-05480 DATE June 08, 2012

C-04-09-013-165-13204 (\$8,100.00)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

\$8,100.00 August E. Knestaut, Esq.

AMOUNT OF CERTIFICATION _____ COUNTY COUNSEL _____

DESCRIPTION:

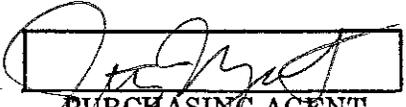
Property Purchase, Acquisition of Property (R.O.W. - RE-16), in association with the Reconstruction of Egg Harbor Road, CR630 from Hurffville-Grenloch Road, CR635 to Hurffville-Cross Keys Road, CR654, Washington Township, Gloucester County, Federal Project No. STP-4048(105)ROW. Engineering Project #06-01FA from Jennifer DiLeo, Block 194.08, Lot 61.

VENDOR: Jennifer DiLeo

ADDRESS: 146 Trent Road

Blackwood, NJ 08012

DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 6-21-12

Meeting Date: July 11, 2012

B7

RESOLUTION AUTHORIZING ACQUISITION OF A ROAD EASEMENT IN, OVER AND ACROSS A PART OF THE REAL PROPERTY KNOWN AS BLOCK 54.02, LOT 1, IN WASHINGTON TOWNSHIP FROM JOSEPH & ROSE MARIE BURDEN FOR THE TOTAL AMOUNT OF \$7,200.00 FOR ENGINEERING PROJECT #06-01FA

WHEREAS, a part of certain lands and premises located at 1 Bently Drive, Sewell, NJ 08080, being known as Block 54.02, Lot 1, on the Washington Township Tax Map, and owned by Joseph and Rose Marie Burden (hereinafter the "Property"), is needed by the County of Gloucester (hereinafter the "County") for the following road improvement project: Reconstruction of Egg Harbor Road (CR630), Washington Township, Gloucester County, Engineering Project # 06-01FA (hereinafter the "Project"); and

WHEREAS, the County Engineer has determined that a Road Easement in, over and across a portion of the Property is needed in order to undertake the Project; and

WHEREAS, the County has determined that a fair price to pay for the said Road Easement is \$7,200.00; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for the acquisition of the Road Easement in the amount of \$7,200.00, pursuant to C.A.F. #12-05624, which amount shall be charged against County budget line item C-04-09-013-165-13204.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County be, and is, hereby authorized to acquire a Road Easement in, over and across a part of the Property owned by Joseph and Rose Marie Burden, as needed for the Project, and to pay therefore, the total amount of SEVEN THOUSAND TWO HUNDRED DOLLARS AND ZERO CENTS (\$7,200.00); and

BE IT FURTHER RESOLVED, that the Freeholder Director, and the Clerk of the Board, be and are hereby authorized to take all actions, and sign all documents, necessary or required in order to complete the acquisition of the said Road Easement.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 11, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**ROBERT N. DI LELLA,
CLERK OF THE BOARD**

Appraisal of Real Property

Partial Taking
Single Family Residence
Parcel RE17
Owner: Joseph & Rose Marie Burden
Block 54.02, Lot 1
1 Bently Drive
Washington Township, Gloucester County, New Jersey
E & A Associates File #: 212012

Effective Date of Valuation

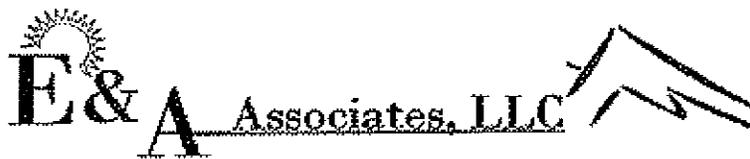
March 1, 2012

Prepared For

Mr. Vincent M. Voltaggio, P.E., County Engineer
Gloucester County Department of Engineering
1200 N. Deisea Drive
Clayton, New Jersey 08312

Prepared By

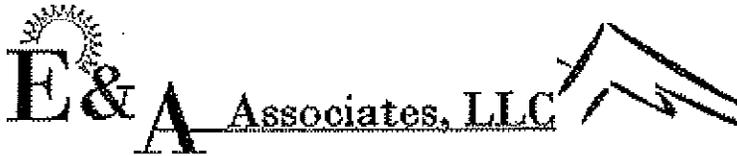
Albert R. Crosby, CTA
NJ Certified General #42RG00222000



Real Estate Appraisal & Consulting

109 Appaloosa Way
Sewell, NJ 08080
Tel: (609) 922-4815 Fax: (856) 582-4711

Albert R. Crosby, CIA, NJ SCGREA*



109 Appaloosa Way
Sewell, New Jersey 08080

Phone: (609) 922-4815

Fax: (856) 582-4711

albertcrosby@comcast.net

NJ State Certified General Real Estate Appraiser

April 10, 2012

Mr. Vincent M. Voltaggio, P.E. County Engineer
Gloucester County Department of Engineering
1200 N. Delsea Drive
Clayton, New Jersey 08312

Re: Appraisal of Real Property
Single-Family Residence
Owner: Joseph & Rose Marie Burden
Block 54.02, Lot 1
1 Bently Drive
Washington Township, Gloucester County, NJ
E & A Associates File No. 212012

Dear Mr. Voltaggio,

Pursuant to your request and in accordance with our agreement, we have prepared an appraisal in a Self Contained format of the above referenced property. The purpose of this report is to estimate the Market Value of the Taking and any potential Damages to the Remainder of the subject real estate, as of March 6, 2011. We understand that the intended use of this appraisal report is for potential acquisition purposes and/or condemnation proceedings.

The analyses, opinions, and conclusions presented in this report are subject to the attached Assumptions and Limiting Conditions, our knowledge of the market area, past and present advisory experiences, and information provided by the client and other sources deemed reliable. All relevant data available affecting the value of the real estate was considered and evaluated including area and population demographics, social and economic trends, comparable data, the physical property and its construction characteristics.

The subject property is located at 1 Bently Drive, which is situated on the northwest corner of Bently Drive and Egg Harbor Road (County Route 630), in the Township of Washington, Gloucester County, NJ. This is a signal controlled corner location just north of the signal-controlled intersection of Egg Harbor Road and Greentree Road. The area is relatively built out with a mix of uses immediately surrounding including residential and commercial. The property has good access to both primary and secondary transportation routes throughout the area.

The property rights appraised are the Fee Simple Interest in the property. The site is identified by the Washington Township Tax Assessor's Office for tax purposes as Block 54.02, Lot 1. It offers 0.30 acres of land area (13,141 SF) and is improved with a two story single-family dwelling. The residence was constructed in 1976 and comprises 1,963 SF of gross living area with 3 bedrooms, 1 full baths, a half bath, and an attached garage. The taking involves a right-of-way road easement that comprises a total land area of 944 SF.

In my valuation, I have carefully considered all the relevant factors affecting value, including subject property location, market information, and comparable information. Based on a physical inspection of the property and the data summarized above and described in detail in the body of this report, I estimate the Market Value of the Taking and any Damages to the Remainder, as of March 1, 2012, to be:

SEVEN THOUSAND TWO HUNDRED DOLLARS
(\$7,200)

Respectfully Submitted,
E & A Associates, LLC



Albert R. Crosby, CTA
NJ SCGRE #42RG00222000

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Section 1: Summary of Salient Facts & Conclusions

Property type: Single Family Residence

Property address: 1 Bently Drive
Washington Township
Gloucester County, NJ

Assessor's Parcel Number: Block 54.02, Lot 1

Appraisal Report Format: Self Contained

Date of appraisal report: April 10, 2012

Date of value: March 1, 2012

Date of site inspection: March 1, 2012

Real estate interest appraised: Fee Simple

Intended Use of the appraisal: To serve as a valuation guide for acquisition negotiations.

Land area:

Before The Taking:	13,141 SF	(0.30 Acres)
Roadway Easement:	944 SF	(0.02 Acres)
After the Taking*:	12,197 SF	(0.28 Acres)

Building Improvements:

1,963 SF Gross Living Area (GLA)

Zoning designation:

PR-1, Planned Residential District

Highest and Best Use:

As if Vacant

Use in conformance with zoning.

As Improved

Continued use as improved.

Value indications (LAND ONLY):

Reconciliation & Value Conclusion			
	Before	After	Value of Taking
Sales Comparison Approach	\$95,000	\$87,800	
Income Capitalization Approach	N/A	N/A	
Cost Approach	N/A	N/A	
Reconciled Value	\$95,000	\$87,800	\$7,200

Value Of The Part Taken and Damages To The Remainder: \$7,200

Photographs of the Subject Property



View of Subject's Residence (Taken by ARC on 3/1/2012)



Southerly View of Taking Area (Taken by ARC on 3/1/2012)

**Additional photographs are exhibited within the Addenda of this Report*

Assumptions & Limiting Conditions:

The appraisal report is subject to the following assumptions and limiting conditions set forth as follows.

1. To the best of my knowledge, the statements of facts contained in the appraisal report, upon which the analysis, opinions and conclusions expressed are based, are true and correct. Information, estimates and opinions furnished to us and contained in the report or utilized in the formation of the value conclusion was obtained from sources considered reliable and believed to be true and correct. However, no representation, liability or warranty for the accuracy of such items is assumed by or imposed on us, and is subject to corrections, errors, omissions and withdrawal without notice.
2. Title is assumed to be good and marketable. The appraiser assumes no responsibility for legal matters affecting the property or title, nor does the appraiser render any opinion as to the title.
3. The legal description, areas, and dimensions shown within the report are assumed to be correct.
4. No survey of the property has been made by the appraiser. Exhibits such as site plans and floor plans are included to assist the reader in visualizing the property, and the appraiser assumes no responsibility.
5. It is assumed that there are no hidden or adverse conditions of the property, subsoil, or structures that would render it more or less valuable. No responsibility is assumed for such conditions or for the engineering/remediation that may be required to remove such condition. If the client has a concern over the existence of such conditions in the property, I consider it imperative to retain the services of a qualified engineer or contractor to determine the existence and extent of such hazardous conditions. Such consultation should include the estimated cost associated with any required treatment or removal of the hazardous material.
6. The property has been appraised as though free of liens and encumbrances unless so specified within the report.
7. Management and ownership are assumed to be competent.
8. Public, industry and statistical information are from sources that I deem to be reliable. However, no representation as to the accuracy or completeness of such information is being made.
9. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless non-compliance is stated, defined, and considered in the appraisal report.
10. It is assumed that any mechanical and electrical equipment, which is considered part of the real estate, is in proper operating condition except when noted herein. These include items such as the heating, air conditioning, plumbing, sprinkler, and electrical systems.
11. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
12. It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or federal governmental or private entity have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
13. The appraisal is to be used in whole and not in part. No part of it shall be used in conjunction with any other appraisal. Furthermore, this report and all conclusions are for the exclusive use of the client for the sole and specific purpose(s) stated herein.
14. I am not required to give testimony or be in attendance at any court or administrative proceeding with reference to the property appraised, unless arrangements have been previously made.
15. The value conclusion is subject to formal determination of the existence of any state or federal wetlands or other environmentally sensitive areas including all required buffer zones. I am not an expert in this field and it is considered imperative that the services of a qualified environmental expert be retained in order to make such

determinations. Any environmentally sensitive area detected on the property could have an impact on the value estimated herein, and thus, I reserve the right to modify the value conclusion if such areas are found to be present on the property.

16. No change of any item of the appraisal report shall be made by anyone other than me, and I shall have no responsibility for any such unauthorized change.
17. Information and estimates provided to me and contained in the report, including but not limited to Income & Expense Statements, Rent Rolls, capital expenditures, and repair/remediation estimates, were from sources considered reliable and are believed to be true and accurate.
18. I have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the American with Disabilities Act (ADA), which became effective on January 26, 1992. It is possible that a compliance survey of the property along with a detailed analysis of the requirements of the Act could reveal that the property is not in compliance with one or more of the Act's requirements. I consider it imperative that the services of a qualified architect and/or engineer be retained to make such a determination. If any items of non-compliance are detected, they could have an impact on the value estimated herein, and thus, I reserve the right to modify the value conclusion if such items of non-compliance are found to be present on the property.

Hypothetical Conditions/Extraordinary Assumptions

A Hypothetical Condition is defined as, "*that which is contrary to what exists but is supposed for the purpose of analysis*"¹

An Extraordinary Assumption is defined as, "*an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions.*"²

The appraised market value is based upon the following Conditions/Assumptions:

1. *It is an Extraordinary Assumption of the report that the Property Parcel Map prepared by McCormick & Taylor is an accurate reflection of the subject property, including any wetlands area and the taking area. If it is found to be otherwise, the appraiser reserves the right to modify the value conclusions herein.*

¹ *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation, 2012/2013 Edition.

² *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation, 2012/2013 Edition.

Appraiser's Certification

I certify to the best of my knowledge and belief:

- ◆ The statements of fact contained in this report are true and correct.
- ◆ The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, unbiased professional analyses, opinions, and conclusions.
- ◆ I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
- ◆ My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions in, or the use of, this report.
- ◆ My analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice (USPAP)*
- ◆ The use of this report is subject to the requirements of the Appraisal Institute, with which I am affiliated, relating to review by its duly authorized representatives.
- ◆ I have made a personal inspection of the appraised property, which is the subject of this report and all comparable sales used in developing the opinion of value. The date of inspection was March 1, 2012.
- ◆ I certify that, to the best of my knowledge and belief, the reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Appraisal Foundation's *Uniform Standards of Professional Appraisal Practice (USPAP)*. In addition, the report is in conformity with the requirements of the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute, with which I am affiliated.
- ◆ As of the date of this report, Albert Crosby has completed the *Standards and Ethics Education Requirement of the Appraisal Institute for Associate Members*.
- ◆ No one provided significant professional assistance to the appraiser.
- ◆ The appraiser has not performed a prior appraisal of the subject property.



Albert R. Crosby, CTA
NJ SCGRE #42RG00222000

April 10, 2012
DATE OF REPORT

Section 2: General Information

Purpose of the Appraisal

The purpose of the appraisal was to provide a market value estimate of the Fee simple interest of the subject property for a partial taking.

Intended Use & User of Appraisal

The intended use of the appraisal is to report to the client the market value to assist as a valuation guide for acquisition negotiations. The intended user is the County of Gloucester and their legal representation.

Property Rights Appraised

The property ownership rights appraised in this appraisal are those known as "Fee Simple:"

"Fee Simple" interest is defined as: "absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."³

Definition of Market Value

As used within this report, Market Value is defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- ◆ Buyer and Seller are typically motivated;
- ◆ Both parties are well informed or well advised, and acting in what they consider their own best interests;
- ◆ A reasonable time is allowed for exposure in the open market;
- ◆ Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- ◆ The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.⁴

³ The Dictionary of Real Estate Appraisal, Fourth edition, The Appraisal Institute, Chicago, Illinois (U.S., 2002), page 113

⁴ Appraisal Institute, *The Appraisal Of Real Estate*, 12th Edition. Chicago, IL: Appraisal Institute, 2001, p. 23.

Scope of the Appraisal

This is an appraisal, reported in a "Self Contained format," which is intended to comply with the reporting requirements set forth under Standards Rule 2-2 of the Uniform Standards of Professional Appraisal Practice of The Appraisal Foundation. The Scope of the Appraisal is summarized as follows:

- ◆ An inspection of the subject property, its market area, and all comparable properties.
- ◆ Data has been collected regarding the physical characteristics of the subject property, neighborhood trends and influences, market trends and influences, typical amenities and utilities, zoning and related controls, existing state of leasing and occupancy in the subject property, and the subject's tax assessment and real estate tax obligation as compared to other similar properties within the market area.
- ◆ All of these factors have been considered in developing the subject property's highest and best use.
- ◆ The following documents were reviewed:
 - Copy of Deed
 - Tax Records and Assessment information
 - Zoning Map and Ordinance
 - Aerial Photograph
 - GIS Maps showing aerial and wetlands area as provided on the Gloucester County GIS web based program
 - General Property Parcel Map prepared by McCormick & Taylor dated July 2011
- ◆ Each of the three approaches to value has been considered in arriving at a value conclusion for the subject property.
- ◆ All comparable data has been verified through a variety of sources including recorded information at the local and county levels and through conversations with at least one of the parties involved in the transaction.
- ◆ All research and analyzed information has been utilized in order to come to a final value conclusion for the subject property.
- ◆ A **Self Contained Appraisal Report** has been prepared. The appraisal report is prepared in conformance with the Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

General Property Identification and Description

The subject property is identified on the Washington Township Tax Assessment Roll as Block 54.02, Lot 1. It is situated on the northwest corner of Bently Drive and Egg Harbor Road (County Route 630) and is commonly known as 1 Bently Drive, Washington Township, Gloucester County. The site contains 13,141 SF (0.30 acres) of land area that is mostly level and cleared with no known wetlands. It is improved with a 1,963 SF single-family dwelling with an attached garage.

Effective Date of Valuation & Property Inspection

A letter was sent via certified mail to inform the property owner that our firm had been engaged by the County to appraise the fair market value of the proposed taking, which is exhibited within the addenda. The primary inspection of the subject property was conducted on March 1, 2012, which will represent the effective date of valuation. The date of the report is April 10, 2012. The appraiser attempted to contact the owners on several occasions but was unsuccessful, other than the certified letter, which was received. The appraiser conducted an unaccompanied exterior on-site inspection.

History & Ownership of the Property

Current ownership is in the name of Joseph & Rose Marie Burden. The property was acquired on September 30, 1987 for a recorded consideration of \$106,500 as recorded in the Gloucester County Clerk's Office of Registrar Deed Book/Page, 1664/291. The property is not currently listed for sale and no other arms length transactions have occurred within the last five years.

Real Estate Tax Assessment

Block 54.02, Lot 1	
Land	\$44,000
Building	\$76,200
Total	\$120,200
Tax Rate (2011)	\$5.120
Equalization Ratio (2012)	52.87%
Estimated Taxes	\$6,154.24
Equalized Assessed Value	\$227,350

Section 3: Presentation of Data Collected

Regional Data

The subject is located in Washington Township, within Gloucester County, New Jersey. Gloucester County is part of the nine county Delaware Valley River Port Commission region (DVRPC). The DVRPC comprises the New Jersey counties of Burlington, Camden, Gloucester & Mercer, and the Pennsylvania counties of Bucks, Chester, Delaware, Montgomery, and Philadelphia.

The county is located in the southwesterly portion of the state with Camden and Burlington Counties to the north, Atlantic County to the east, the Delaware River to the west, and Cumberland and Salem Counties to the south. Vast areas in the southern portion remain undeveloped.

The county encompasses a total of 324.78 square miles of land area along with 12.13 square miles representing water area. The county enjoys a strong network of state and county highways along with some public transportation. These factors have contributed to the extensive growth of the county and with its strategic location, continued expansion is anticipated.

Washington Township is situated in the northeasterly portion of the county offering 21.38 square miles of land area including 0.12 square mile of water. It offers a strategic location, in proximity to State Routes 47, 168 and 42, Interstate Route 55, US Route 322, and the Atlantic City Expressway. It is bound by Deptford Township to the north, Gloucester Township to the east, Monroe Township to the south, and on the west, the Boroughs of Pitman and Glassboro, and Mantua Township.

The major rivers and lakes include Bells Lake, Kandle Lake, Bethel Lake, Lake Sterling, Kressler Lake and Big Timber Creek, which forms the boundary between Camden and Gloucester Counties. Washington Township is located in the Delaware River Basin. Surface waters eventually drain in that direction.

Population Data

The following population trends were occurring in the state, county, and municipality as of the valuation date:

Population Trends					
	1990	2000	2010	Forecast 2015	Change 2000-2010
State	7,719,900	8,414,350	8,822,373	8,926,303	+0.95%/Yr
County	230,082	255,698	294,832	312,981	+1.53%/Yr
Municipality	41,960	47,114	51,940	54,136	+1.02%/Yr.

Source: U.S. Census Bureau's 2010 Census

As shown, the population within each has shown annual increases during the current decade, and growth is expected to continue. The county is expected to show steady growth during the present decade and should continue to outpace the growth for the State of New Jersey. The population within the county and municipality was distributed as follows:

Population Distribution					
	%	%	%	Median	Persons/
	19 Yrs & Under	65 Yrs & Over	Male	Age	Household
County	28.7%	10.9%	48.4%	38.3	2.73
Municipality	27.3%	11.1%	48.3%	38.6	2.96

Source: U.S. Census Bureau's 2010 Census

As shown in the table above, the municipality and county are relatively similar in population characteristics.

Land Usage & Development Trends

Residential development for the state, county, and municipality is shown as follows:

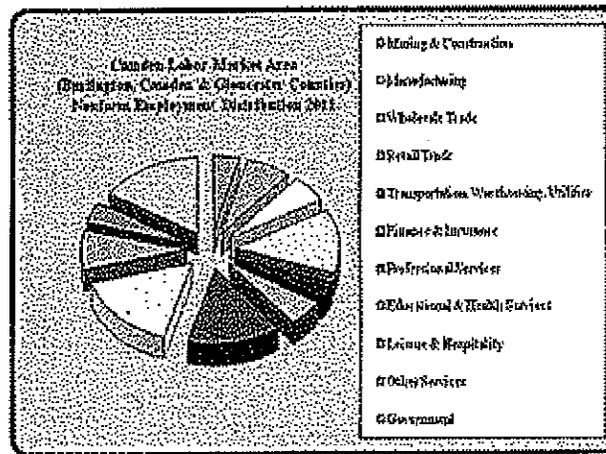
Residential Building Permits			
Year	State	County	Municipality
2000	34,585	1,337	450
2001	28,267	1,635	365
2002	30,045	1,802	343
2003	32,984	1,859	119
2004	36,033	2,050	67
2005	38,481	2,075	65
2006	34,323	1,141	4
2007	25,389	888	18
2008	18,369	788	7
2009	12,235	865	2
2010	13,535	716	10
2011	10,439	433	11

Source: New Jersey Department of Labor, NJ Building Permits.

As shown in the above chart, the state's building permits have remained relatively steady throughout the prior decade; however, beginning in 2007 there has been a steady decline in both the state and county, while the township has shown very limited development since 2006 other than a brief spike in 2007. The municipality experienced tremendous growth from the late 1990's until 2002/2003, when permits took a drastic drop. There is limited available land for residential development within the township. Additionally, there has been a slowing of the market, which is impacting development.

Employment

The entire region's economy is largely dependent upon the Philadelphia and is part of the Philadelphia metropolitan area. The region offers many diversified employment opportunities for residents in manufacturing, services, high-tech, and other areas. Non-farm employment by major industry group within the county is distributed as follows:



As shown in the pie chart, the strongest sector remains the Government followed by Educational and Health Services and Professional Services, although the Government experienced an almost 7% decline over 2010 statistics. Finance and Insurance experienced the largest increase with an almost 25% increase.

Gloucester County has a higher concentration of employment in the wholesale/retail trade and distribution sectors, in relation to the entire state. During the past decade, the county experienced a moderate increase in light industrial and wholesale trade development. Most of this development has occurred along the Interstate 295 corridor.

Major development completed or proposed within the county and surrounding area includes the following:

- ❖ A 200,000 SF Wal-Mart Supercenter, 16,000 SF of retail space, and 4,400 SF bank along the Black Horse Pike in Monroe Township is presently under construction.
- ❖ Chik Fil A restaurant in Washington Township is scheduled to be open in the spring of 2012 on the Black Horse Pike just south of Greentree Road.
- ❖ Aldi Food Market recently opened on the Black Horse Pike in Washington Township at the former Lone Star Restaurant site.
- ❖ In September 2011, the Hospital of the University of Pennsylvania opened an outpatient center in Woodbury Heights (Gloucester County). The center will be called Penn Medicine at Woodbury Heights and will host physicians practicing in a variety of specialties including primary care, cardiology, obstetrics and gynecology. It will also include a sleep medicine laboratory and a physical therapy center. The facility is expected to employ about 100.
- ❖ Kennedy Health System built a 60-bed sub-acute wing at its nursing home in Washington Township (Gloucester County). The addition provides rehabilitation services for patients who need short-term care after surgery.
- ❖ In September 2009, groundbreaking for a new seaport on a 190-acre site along the Delaware River in Paulsboro (Gloucester County) was held. The Paulsboro Marine Terminal will be

owned and operated by the **South Jersey Port Corporation**, a state agency. When operational, the marine terminal is expected to result in up to 2,000 new jobs.

Utilities Data

Most public utilities are available to the more densely populated portions of the county. Public water and sewer are typically municipally owned but are now becoming increasingly reliable on the water services of the New Jersey American Water Company due to the depletion of underground aquifers. South Jersey Gas Company and PSE&G provide public gas service. Electricity is provided by PSE&G, JCP&L and Conectiv, and telephone service is provided by Verizon.

Neighborhood Analysis

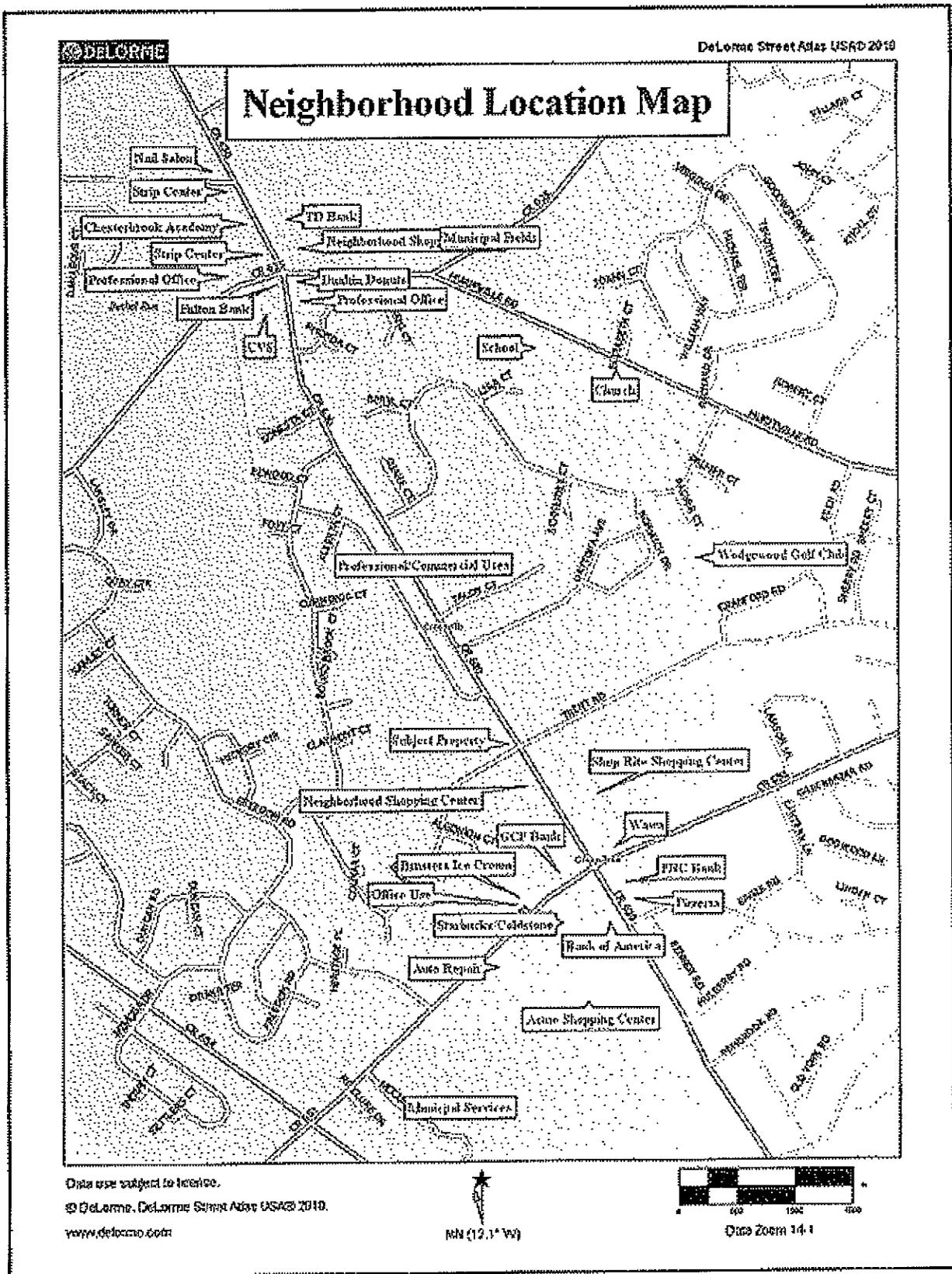
The subject is located in the northerly portion of Washington Township offering frontage along County Route 630 (Egg Harbor Road) and Bently Drive, a local roadway. It is known as 1 Bently Drive and is located at the signal controlled intersection of Bently Drive and Egg Harbor Road just north of the signal controlled intersection of Egg Harbor Road and Greentree Road.

The immediate area offers a mix of uses including residential and commercial. Commercial uses are scattered throughout the township on the major roadways as well as the county routes throughout. Most of the major commercial uses are located along State Route 168 and along State Route 47 in nearby Glassboro. At the intersection of Egg Harbor Road and Greentree Road there are a variety of commercial uses including two community shopping centers, multiple strip centers, three free standing banks, Wawa convenience store, and a professional office building. Specific uses include a Shop Rite, Acme, PNC Bank, Bank of America, GCF Bank, Starbucks, Liscio's Bakery, Coldstone Creamery, Brusters Creamery, hair salon, pizza restaurants, Wedgewood Country Club, and other retailers.

Egg Harbor Road (C.R. 630) is a heavily traveled county roadway that offers two lanes of bi-directional traffic flow that increases to four lanes north of the subject. It provides access to State Routes 47 and 55 as well as other local and county roadways. Curbing and sidewalks are located along the frontage as well as street lighting.

Bently Drive is a local roadway that services the subject's neighborhood. It offers two lanes of bi-directional traffic flow extending from Egg Harbor Road (County Route 630) to Massey Drive within the development. It provides access to other local roadways and courts within the development as well as the aforementioned county route. It offers curbing and sidewalks along the subject's frontage as well as street lighting.

In summary, the subject offers an average location within the a development with frontage along a county route and a local roadway in an area that is predominantly residential with good supporting commercial uses nearby and also along the major routes through the township and surrounding municipalities. It offers adequate access to county and local roadways as well as State Routes 42, 47 and 55.



Market Analysis

The market analysis must specifically relate market conditions to the property under investigation. It must show how the interaction of supply and demand affects the value of the subject property. The appraiser has reviewed demographic and historical sales information from 2006 through 2011 for this analysis. The following is a brief recapitulation.

Single-Family Residential - Demand Analysis

For the single-family residential demand analysis, demographic data was analyzed for the state, county, and municipality. The 2010 Census and a web-based program, STDB (Site to do Business) online, were utilized for the demographic data. Due to the anticipated increase of population within the township, the need for housing units within the township is anticipated to increase approximately 1% per year, while an increase from 2000 to 2010 was approximately 1.20% per year. Based upon the population estimates, it is anticipated that 830 additional units will be needed by year 2015. Given the present pace of the economy and the township's new housing permits over the last couple years, it appears that the township will not be able to fill the anticipated increase with new housing units.

Supply Analysis

Based upon the 2010 Census, there are currently 17,464 housing units within Washington Township. The single-family residential market had been experiencing high demand, which was exacerbated by rapid appreciation, a lack of supply of newer housing, and low interest rates. More recently the demand has shown a cooling off as the financial markets are tumbling and supply of housing increases. Based upon the available building permit data for Washington Township between 2000 and 2007, the number of single-family building permits had ranged from 4 units to 296 units, with the last couple years showing a sharp decline (it is noted that the permit data does not appear to be accurately reported). This is mainly attributable to the lack of available larger tracts of land to be developed.

There have been a couple of small housing projects that have been or are being developed. One is located off of Johnson Road in the eastern portion of the Township and another is off of Hurffville-Grenloch Road in the western portion of town. Each generally offers a single court of a handful of homes that were approved several years ago and have recently been built out.

Most developers have expanded their search for vacant land into the neighboring communities of Monroe Township, Franklin Township, East Greenwich, and Harrison Township for the larger tracts. Within Washington Township, some smaller tracts of land are yielding smaller scale residential development, but large-scale development has moved into other areas of Gloucester County.

To exhibit current market conditions, an analysis of Gloucester County and Washington Township MLS data was completed. Homes within a sales price range of \$150,000 to \$800,000 were researched to determine what changes in the market have occurred in the past five years.

The following chart exhibits the MLS analysis from the past five years for existing homes. As shown, the number of units listed has declined significantly since 2006 for both the County and Township, while days on the market have increased. Pricing in each has declined, with the Township appearing to be more susceptible to the decline. The average sales prices for homes in the \$150,000 to \$800,000 range have decreased approximately 10% since 2006 and 2007 within the Township, while the County has experienced an approximately 6% decline over the same period. More recent data demonstrates

that the Township has continued to decline from 2009 and 2010 by approximately 4% to 5%, while the County has remainder relatively stable over the same period.

Gloucester County Existing Home Sales Analysis											
Time Frame	# of Units Listed	% Change	Average List Price	% Change	# of Units Sold	% Change	Average SP	% Change	SP as % of List Price	Days on Mkt	% Change
1/2006-12/2006	6,342	N/A	\$ 267,973	N/A	3,170	N/A	\$ 259,130	N/A	90%	63	N/A
1/2007-12/2007	6,442	1.58%	\$ 289,755	0.62%	2,814	-11.23%	\$ 269,613	0.57%	90%	77	22.22%
1/2008-12/2008	5,606	-12.98%	\$ 289,932	-3.36%	2,161	-25.34%	\$ 253,703	-2.69%	91%	95	23.38%
1/2009-12/2009	4,578	-18.48%	\$ 267,330	-4.54%	1,859	-11.92%	\$ 244,639	-3.57%	92%	105	10.53%
1/2010-12/2010	4,265	-6.67%	\$ 258,676	-3.24%	1,560	-16.06%	\$ 244,524	-8.05%	95%	104	-0.95%
1/2011-12/2011	3,547	-16.83%	\$ 254,172	-1.74%	1,454	-6.79%	\$ 244,207	-6.13%	96%	126	21.15%

Washington Township Existing Home Sales Analysis											
Time Frame	# of Units Listed	% Change	Average List Price	% Change	# of Units Sold	% Change	Average SP	% Change	SP as % of List Price	Days on Mkt	% Change
1/2006-12/2006	1,223	N/A	\$ 295,046	N/A	498	N/A	\$ 269,889	N/A	91%	69	N/A
1/2007-12/2007	1,070	-12.51%	\$ 292,458	-0.88%	545	11.22%	\$ 269,736	-0.23%	92%	71	23.33%
1/2008-12/2008	917	-14.34%	\$ 279,393	-4.40%	364	-33.76%	\$ 250,240	-7.06%	90%	86	16.21%
1/2009-12/2009	792	-13.63%	\$ 282,351	1.08%	344	-4.71%	\$ 254,184	1.58%	90%	96	13.95%
1/2010-12/2010	724	-8.59%	\$ 265,593	-5.94%	243	-29.36%	\$ 256,460	0.90%	97%	100	2.04%
1/2011-12/2011	575	-20.38%	\$ 256,555	-3.40%	247	1.65%	\$ 243,914	-4.89%	95%	119	19.00%

* Statistics taken from Trend MLS for existing residences in the price range of \$150,000 to \$800,000

Average Home Sale Price Analysis				
Overall Change	List Price		Sale Price	
	County	Township	County	Township
% Change from 2006 to present	-11.74%	-13.05%	-3.78%	-9.62%
% Change from 2007 to present	-12.38%	-12.38%	-6.30%	-9.41%
% Change from 2008 to present	-9.23%	-8.15%	-3.74%	-2.53%
% Change from 2009 to present	-4.92%	-9.14%	-0.18%	-4.04%
% Change from 2010 to present	-1.74%	-3.40%	-0.13%	-4.89%

In conclusion, the market analysis indicates that demand for building lots and/or single-family residences continue and there are projected increases in population over the next couple of years with limited additional supply coming on line within the township. Stability in sales prices is anticipated as Washington Township is a strong and desirable community within the county.

Land Use Controls (Zoning)

The subject property currently lies within the PR-1, Planned Residential District of Washington Township. Permitted uses within the district include all permitted uses in the A Residence district, which include single-family dwellings, municipal tower, water storage tank, pumping station, sewage lift station, model homes or sales offices, senior citizens housing, and flag-shaped lots and neighborhood commercial facilities as permitted in the NC Commercial district.

Conditional uses include all conditional uses within the A District, which include agricultural, church, and professional office (along certain highly traveled roadways). Egg Harbor Road is specifically mentioned as a highly traveled roadway within the ordinance for a professional office use.

The following chart provides a summary of the zoning requirements based on the municipality's schedule of yard, area and building requirements:

PR-1: Planned Residential District Zoning Requirements		
		Cluster Option
Minimum Lot Size	23,000 SF*	10,500 SF
Maximum Density	1.6 units/acre	1.60 units/acre
Minimum Lot Width	100'	80'
Minimum Lot Depth	200'	125'
Maximum Lot Coverage	20%	25%
Minimum Front Yard Setback	50'	30'
Minimum Side Yard Setback	15'(each side)	10'
Minimum Rear Year Setback	35'	30'
Maximum Building Height	35'	35'

*Agriculture use requires a minimum lot size of 3.50 acres.

The subject's current use as improved is a permitted and conforming use under the cluster option.

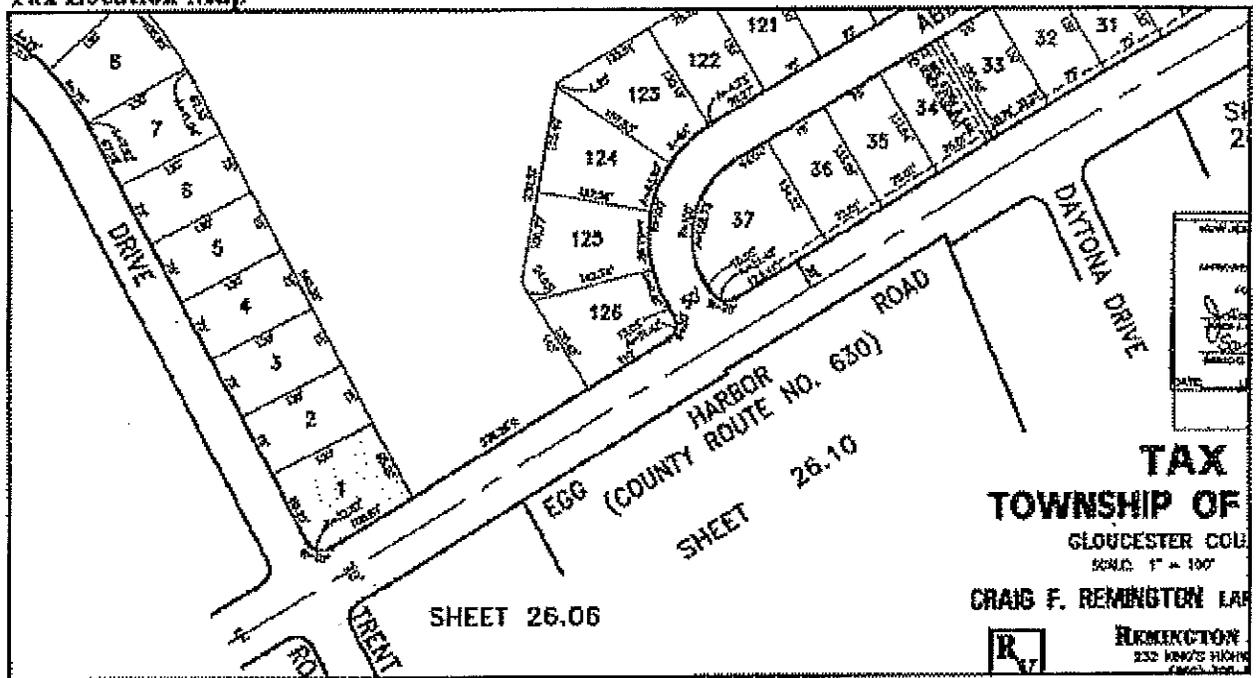
Portion of Existing Zoning Map



Site Description

Assessor's Tax ID:	Block 54.02, Lot 1
Address:	1 Bently Drive Washington Township Gloucester County, NJ
Land Area:	0.30 acres (13,141 SF)
Frontage:	141.68' Egg Harbor Road (County Route 630) 85.88' Bently Drive 227.56' (759' per acre)
Depth:	Ranges from 98' from Egg Harbor Road to 130' from Bently Drive
Shape of Tract:	Moderately rectangular
Topography:	Mostly level and cleared.
Access:	Access is available via a curb cut along Bently Drive providing ingress and egress.
Corner Influence:	Yes, signal controlled
Easements:	None noted
Encroachments:	None noted from site visit
Site Lighting:	None
Walks and Landscaping:	There are sidewalks along Bently Drive and Egg Harbor Road. Landscaping is typical for a residential use.
Utilities to Site:	Sewer: Public sewer Water: Public water Electric: Public Telephone: Provided by Verizon
Wetlands:	As per the wetland delineation provided by the Gloucester County GIS web based program and the parcel map, the subject is not encumbered by any wetlands.
Flood Zone:	According to FEMA Flood Map 34015C0114E with an effective date of January 20, 2010, the subject is located outside an area of annual flooding.
Site Improvements:	Fencing, concrete driveway, and deck.

Tax Location Map



Aerial Map of Subject



Improvements Description

The subject is improved with a 1,963 SF single-family dwelling constructed in 1976 that appeared to be in average overall condition. Since the taking will not impact the subject as improved as a single-family residence and there are no anticipated damages to the remainder, it was not necessary to value the improvements. Therefore, the improvements will not be discussed in detail.

Occupancy & Use

The subject is owner occupied and utilized as a single-family residence.

Section 4: Highest & Best Use Analysis - Before the Taking

The highest and best use of both the site as though vacant and the property as improved must meet the following four criteria:

- ◆ Legally Permissible
- ◆ Physically Possible
- ◆ Financially Feasible
- ◆ Maximally Productive

Highest and Best Use "As if Vacant"

Legally Permissible addresses the legal use of the property given applicable zoning regulations and local ordinances/codes along with any other applicable legal restrictions. The use must be probable, not speculative or conjectural.

Legal restrictions affecting the property include the local municipal land use ordinance of Washington Township along with all other county and state regulations. The subject is located in the PR-1, Planned Residential zoning district.

Permitted uses within the PR-1, Planned Residential zoning district include all uses permitted in the A Residence district which are single-family dwellings, municipal tower, water storage tank, pumping station, sewage lift station, model homes or sales offices, senior citizen housing, flag-shaped lots, and neighborhood retail commercial facilities as permitted in the NC, Neighborhood Commercial district. Conditional uses include all conditional uses within the A District, which include agricultural, church, and professional office (along certain highly traveled roadways). The district requirements require a minimum lot size of 23,000 SF or 10,500 SF under the cluster option for residential development.

Overall, the subject appears to meet the minimum requirements as outlined for development under the cluster option.

Physically Possible addresses the possible use of the property given the physical aspects of the site itself. Size, shape, topography, and soils of the site affect the uses to which it can be developed.

The subject offers 13,141 SF (0.30) acres of land area that slopes up from street grade and then becomes mostly level and cleared with a moderately rectangular shape. It is within a local development with adequate access to the areas roadway network. The soil characteristics and land capabilities throughout most of the tract appear to be conducive to many of the permitted and conditional uses.

Overall, the property appears to be best-suited residential development.

Financially Feasible addresses which of the legally permissible and physically possible uses are capable of producing an income, or return, equal to or greater than the amount needed to satisfy operating expenses, financial obligations and capital amortization. Those uses that are capable of producing a positive return are considered to be financially feasible. However, in order to receive serious consideration as a highest and best use, there must be a reasonable expectation that the use will provide a sufficient return (*or yield*) to attract investment capital.

In terms of market demand, the subject is located within a community that experienced tremendous growth of single family housing in the late 1990's and early 2000's with limited development since due to limited sites available. The subject offers an average location within an area that offers a mix of uses including residential, professional office, retail, and recreational.

The site offers average physical characteristics for development of a single family dwelling, which is considered financially feasible.

Maximally Productive addresses the one use that is capable of providing the highest return to the property.

Development of the site with a residential use is considered probable due to the subject's location within a desirable community that is generally built-out with limited newer residential development. In this regard, the subject parcel should be developed as a single-family residential use.

Highest & Best Use "As Improved"

The property, as improved, is again examined under the same four use criteria previously considered. Where a site has existing improvements on it, it is possible that the highest and best use of the land may be determined to be other than its existing use. Any difference between the highest and best use as vacant and as improved will indicate the various forms of depreciation and obsolescence present at the property or affecting the property.

In evaluating the highest and best use, as improved, the existing property improvements have been considered as well as a conversion of the property to another use, and/or expansion of the present building. The existing improvements represent a single family residence that appeared to be in average overall condition offering 1,963 SF of gross living area situated on 13,141 SF (0.30 acres) of land that still contribute significantly to the land. I have concluded that continued use as improved is the highest and best use as improved.

Section 5: Valuation of the Subject – Before the Taking

Valuation Process

An appraisal is an estimation of value. In order to arrive at an estimate of market value for a given property, special attention must be given to the typical purchaser who would be interested in that particular type of property.

The appraisal process consists of an orderly program by which the appraisal problem is defined and data relating to the subject and its market is collected, analyzed, and interpreted into an estimate of value. There are three basic approaches that must be considered by the appraiser in the estimation of market value. These approaches to value are known as the **Income Capitalization, Sales Comparison, and Cost Approaches**. Each approach must be considered and the relevant approaches are developed and then reconciled into a market value estimate.

The **Sales Comparison Approach** is a procedure, which has as its premise a comparison of the subject property with recent sales of properties having varying degrees of similarity to the subject. Units of comparison are developed and each comparable sale is analyzed in comparison to the subject. This approach to value has been developed and relied upon in the development of the market value estimate for the subject's land area.

The **Income Capitalization Approach** is a procedure that converts anticipated benefits (*dollar income or amenities*) to be derived from the ownership of property into a value estimate.

The **Cost Approach** is a procedure that consists of estimating the replacement or reproduction cost new of the building and site improvements, adding entrepreneurial profit and land value, and subtracting all forms of depreciation.

Method(s) Applied

Since the taking does not impact the subject's building improvements, only the value of the underlying land has been estimated. The value of the subject's site has been estimated utilizing the Sales Comparison Approach. This is considered to be the best indicator of value for a property like the subject. The Income Capitalization Approach and Cost Approach were also considered, but not developed, since only the valuation of the land was necessary.

Sales Comparison Approach (Land Only)

In the Sales Comparison Approach, market value is estimated by comparing the subject property to similar properties that have been sold recently or for which offers to purchase have been made. A major premise of the Sales Comparison Approach is that the market value of a property is directly related to the prices of comparable, competitive properties.⁵

Inherent in this approach to value is the principle of substitution, which holds that *"the value of a property tends to be set by the price that would be paid to acquire a substitute property of similar utility and desirability within a reasonable amount of time."*⁶ It is applicable to all types of real property interests when there are sufficient recent reliable transactions to indicate value patterns in the market. When the number of market transactions is insufficient, the applicability of the sales comparison approach is limited.

The basic procedure to apply the Sales Comparison Approach is shown as follows:

1. Research recent comparable sales, listings and offerings information throughout the market area.
2. Verify that the obtained data is factually accurate and that each transaction reflects arm's length market considerations.
3. Select relevant units of comparison and develop a comparative analysis for each unit.
4. Compare the subject property and comparable sale properties using the elements of comparison and adjust the sale price of each comparable as compared to the subject property.
5. Reconcile the various value indications resulting from the analysis of comparable sales to a single value indication or a range of values.

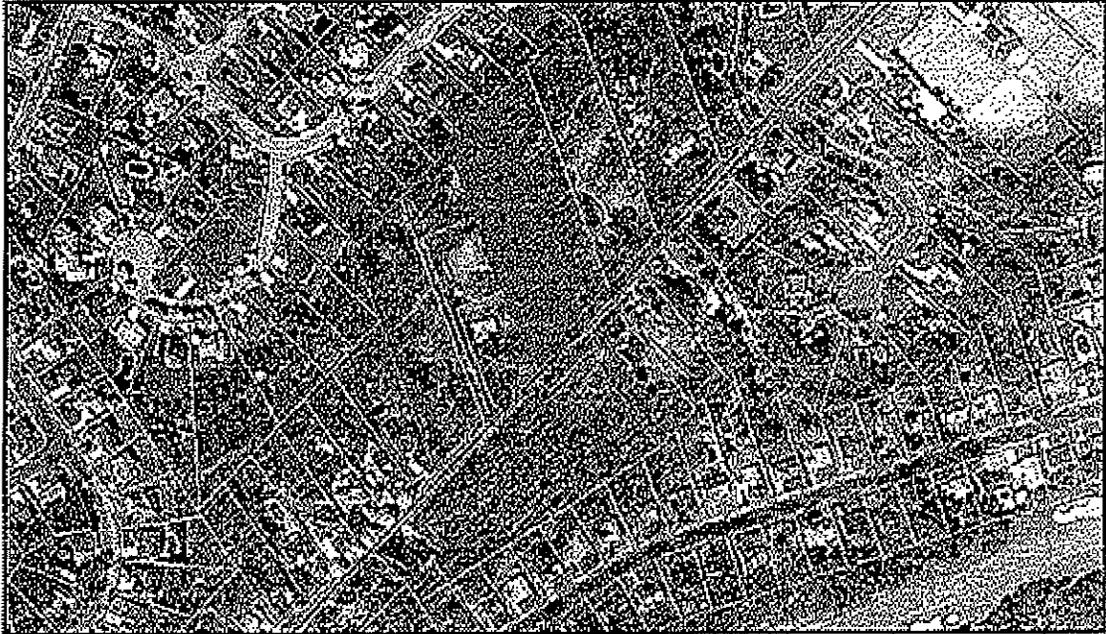
In the valuation of the subject property the basis of comparison utilized in our analysis is overall sale price, which is how the market would compare this type of property. The research was primarily focused within Washington Township for residential building lots that offered similar location, size, zoning, and development potential.

A summary of each comparable sale used within the analysis is shown on the following pages followed by the Comparable Sales Adjustment Analysis for the subject property and a discussion of the adjustments made by the appraiser. Adjustments have been considered for various factors that would influence value, such as location, land area, zoning, physical characteristics, and utilities. An analysis has been made of the properties that are considered to be comparable to the subject property.

⁵ *ibid.*, p. 397.

⁶ *ibid.*, p. 398.

Comparable Land Sale #1



Location Data

Address: 224 Wilson Road
Washington Township
County: Gloucester County

Legal Data

Date of Sale: 2/3/2012
Deed Book/Page: 4938/253
Grantor: Clarence & Theresa Brining
Grantee: Patriot Building & Remodeling
Consideration: \$100,000
Assessor Tax ID: Block 198.25, Lot 6.04
Zoning: PR-1, Planned Residential
Real Property Rights Conveyed: Fee simple

Site Data

Land Area (SF): 75,900
Land Area (Acre): 1.74
Frontage (feet): 150' (86' per acre)
Shape: Rectangular
Topography: Mostly level and heavily wooded
Wetlands: None
Utilities: Well & septic
Street Access: Adequate

Financial Data

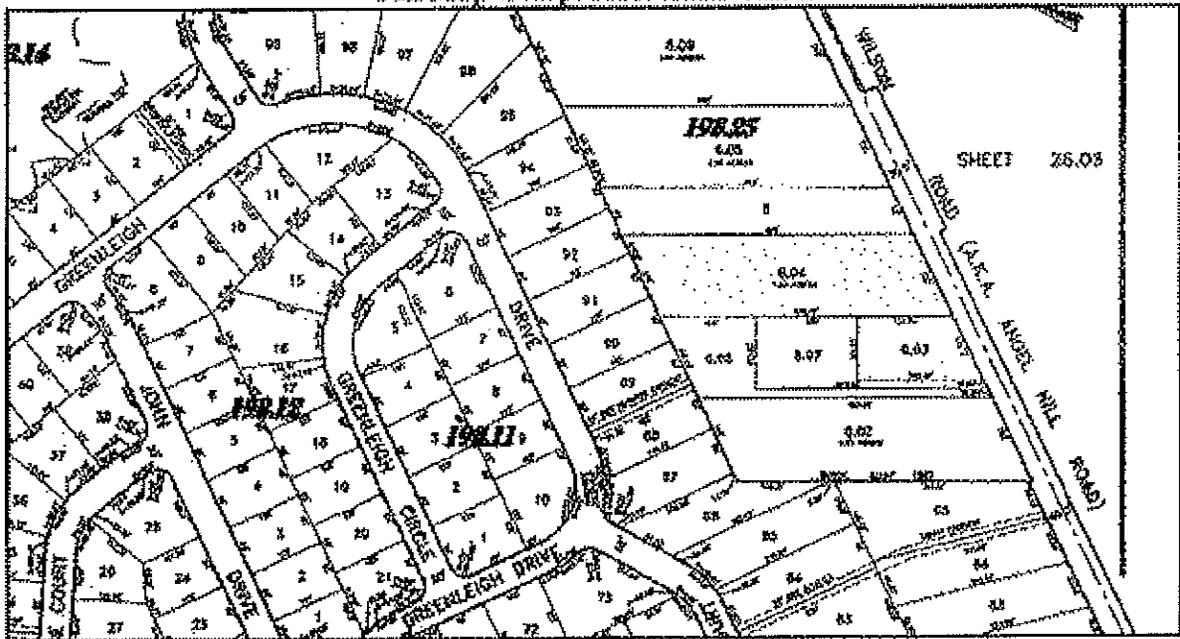
Verified With: Lorraine Flynn, Listing Agent
Conditions of Sale: Market
Financing: Cash

Sale Indications

Highest and Best Use at time of sale: Residential development
Field Inspection Date(s): March 13, 2012
Overall Site Price: \$100,000
Comments: Reportedly, the transaction was arms length. The property was vacant and listed for sale for almost 2 years with an asking price of \$130,000. It was sold without contingencies or development approvals in place.

The property is located along a local road offering sufficient frontage and depth for residential development. It is heavily wooded with a mostly level topography that does not appear to be impacted by any wetlands.

Tax Map Comparable Land Sale 1



Comparable Land Sale #2



Location Data

Address: 5 Elk Court
 Washington Township, NJ
 County: Gloucester County

Legal Data

Date of Sale: 5/26/2011
 Deed Book/Page: 4876/40
 Grantor: Group Ten Builders Inc.
 Grantee: Bruce Paporone Inc.
 Consideration: \$140,000
 Assessor Tax ID: Block 19, Lot 10.09
 Zoning: R, Residential
 Real Property Rights Conveyed: Fee simple

Site Data

Land Area (SF): 32,234
 Land Area (Acre): 0.74
 Frontage (feet): 148' (200' per acre)
 Shape: Moderately Irregular
 Topography: Mostly level and cleared
 Wetlands: None
 Utilities: All public
 Street Access: Adequate

Financial Data

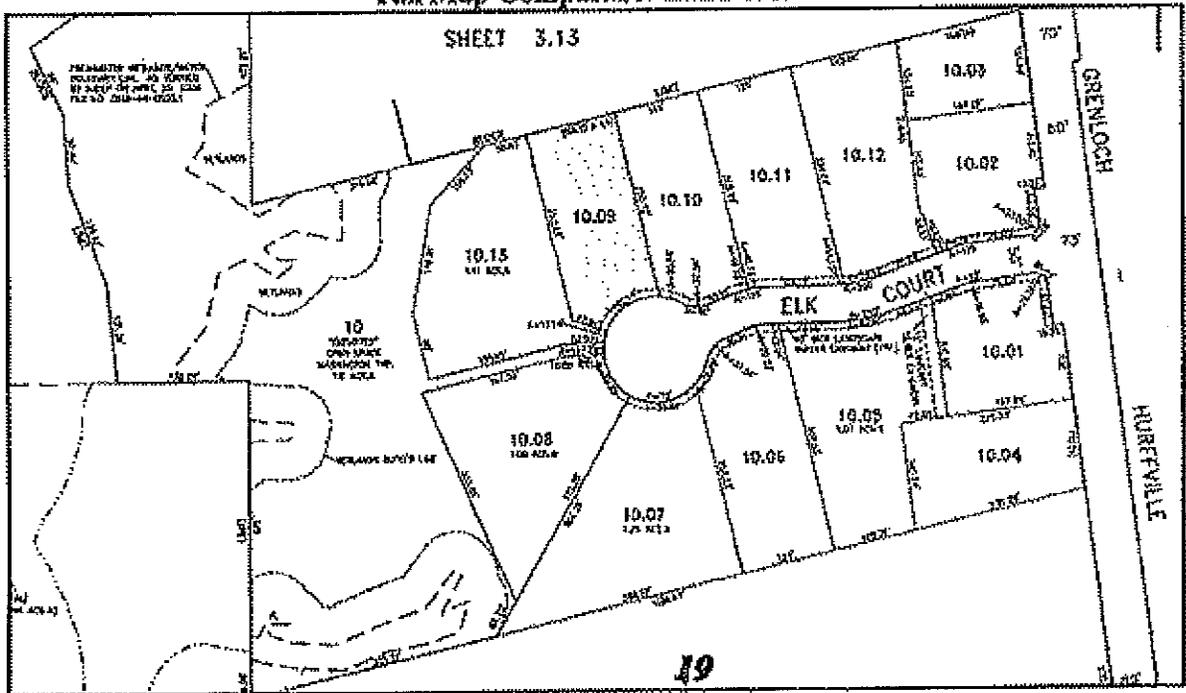
Verified With: Mitchell Zbik, Representative of Grantor
 Conditions of Sale: Market
 Financing: Cash

Sale Indications

Highest and Best Use at time of sale: Development of a single family residence
 Field Inspection Date(s): March 13, 2012
 Overall Site Price: \$140,000
 Comments: Reportedly, the transaction was arms length. This sale represents the acquisition of one of two building lots located in a newer cul de sac located off of Hurffville Grenloch Road. The grantee is a builder who purchased two lots, each for \$140,000 and has subsequently constructed single-family residences to market for sale.

The property is located within a cul de sac that sits adjacent to an elementary school along Hurffville Grenloch Road. The lot offers sufficient frontage and depth for development of a residence with a mostly level and cleared topography.

Tax Map Comparable Land Sale 2



Comparable Land Sale #3



Location Data

Address: 6 Wooded Way
 Washington Township, NJ
 County: Gloucester County

Legal Data

Date of Sale: 8/23/2010
 Deed Book/Page: 4813/88
 Grantor: Rudolph & Margaret Buchwald
 Grantee: Lisa Waroch
 Consideration: \$104,000
 Assessor Tax ID: Block 192.21, Lot 3
 Zoning: PR-1, Planned Residential
 Real Property Rights Conveyed: Fee simple

Site Data

Land Area (SF): 6,611
 Land Area (Acre): 0.15
 Frontage (feet): 69' (460' per acre)
 Shape: Moderately Rectangular
 Topography: Mostly level and cleared
 Wetlands: None
 Utilities: All public available
 Street Access: Adequate

Building Improvements

Existing Improvements: None

Financial Data

Verified With: Fred Caltabiano, Listing Agent

Conditions of Sale: Market

Financing: Cash

Sale Indications

Highest and Best Use at time of sale: Development of a single family residence

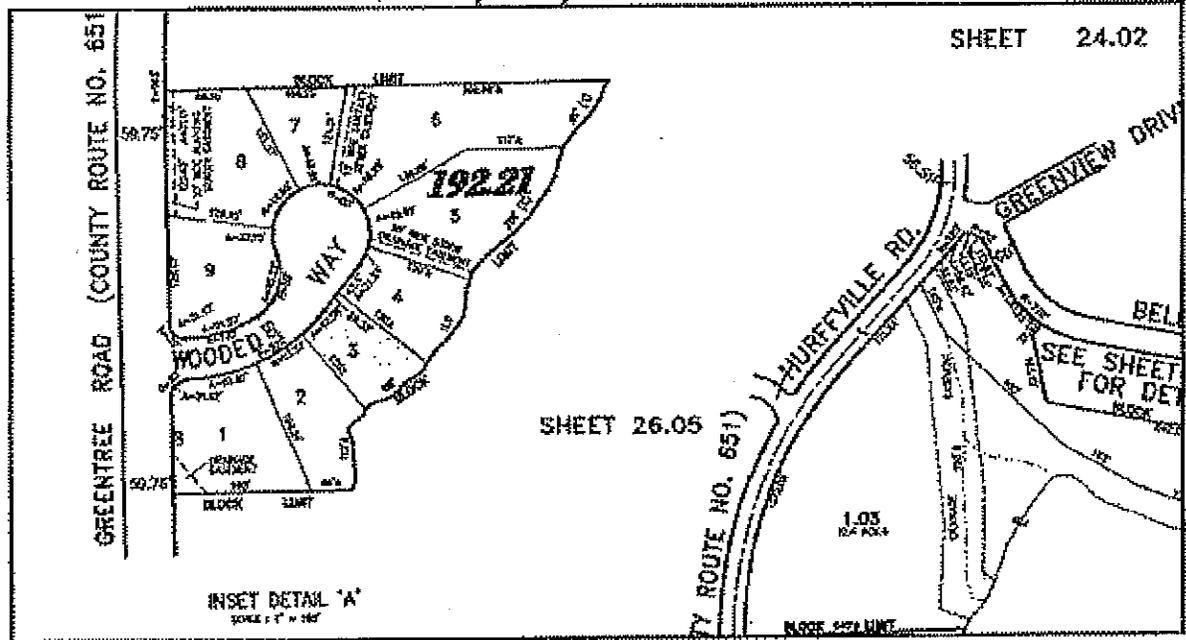
Field Inspection Date(s): March 13, 2012

Overall Site Price: \$104,000

Comments: Reportedly, the transaction was arms length. The property was listed with Weichert Realtors for approximately 2 months prior to going under agreement.

The property is located in the central portion of the township and is situated on Bells Lake, just off Greentree Road. Wooded Way is a built-out cul-de-sac with mostly older homes surrounding. The uses are mostly residential with an elementary school located in close proximity. The site is mostly level and cleared with no wetlands.

Tax Map Comparable Land Sale 3



Comparable Land Sale #4



Location Data

Address: 24 Spring Lake Avenue
 Washington Township, NJ
 County: Gloucester County

Legal Data

Date of Sale: 10/26/2009
 Deed Book/Page: 4740/113
 Grantor: Sandra Bennett & Richard Crean
 Grantee: Carmen Carusone
 Consideration: \$60,000 Deeded Consideration
 \$ 5,000 Estimated Demolition
 \$65,000 Total Consideration
 Assessor Tax ID: Block 83.01, Lot 12
 Zoning: R, Residential
 Real Property Rights Conveyed: Fee simple

Site Data

Land Area (SF): 24,779
 Land Area (Acres): 0.57
 Frontage (feet): 389' (682' per acre)
 Shape: Moderately Rectangular
 Topography: Mostly level and partially wooded
 Wetlands: None
 Utilities: Public sewer (well & septic on site)
 Street Access: Adequate

Comparable Land Sale #4



Location Data

Address: 24 Spring Lake Avenue
 Washington Township, NJ
 County: Gloucester County

Legal Data

Date of Sale: 10/26/2009
 Deed Book/Page: 4740/113
 Grantor: Sandra Bennett & Richard Crean
 Grantee: Carmen Carusone
 Consideration: \$60,000 Deeded Consideration
 \$ 5,000 Estimated Demolition
 \$65,000 Total Consideration
 Assessor Tax ID: Block 83.01, Lot 12
 Zoning: R, Residential
 Real Property Rights Conveyed: Fee simple

Site Data

Land Area (SF): 24,779
 Land Area (Acre): 0.57
 Frontage (feet): 389' (682' per acre)
 Shape: Moderately Rectangular
 Topography: Mostly level and partially wooded
 Wetlands: None
 Utilities: Public sewer (well & septic on site)
 Street Access: Adequate

Building Improvements

Existing Improvements: 370 SF Dwelling in poor condition

Financial Data

Verified With: Karen Salcedo, Listing Agent

Conditions of Sale: Market

Financing: Cash

Sale Indications

Highest and Best Use at time of sale: Demolition for development of a single family residence

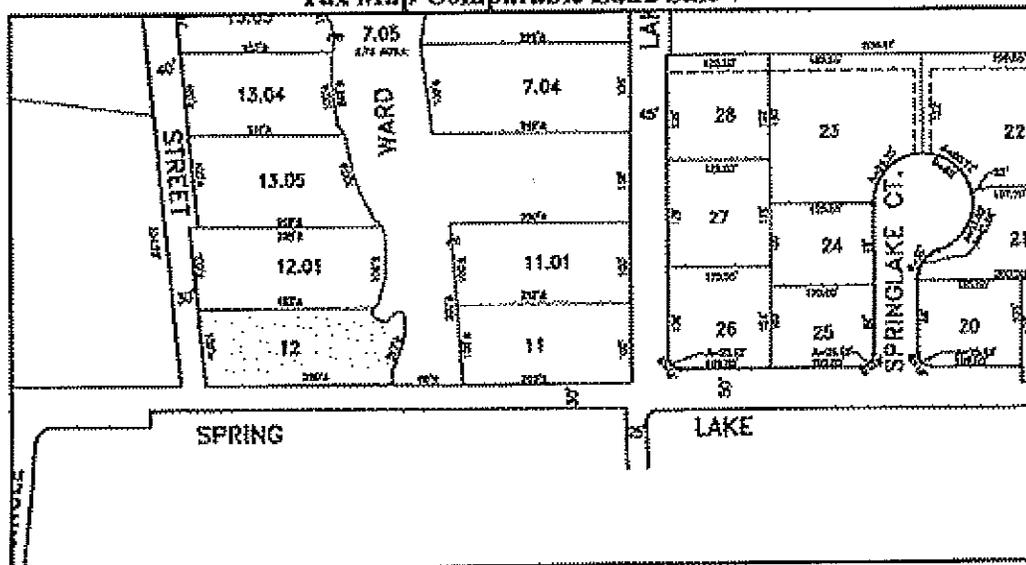
Field Inspection Date(s): March 13, 2012

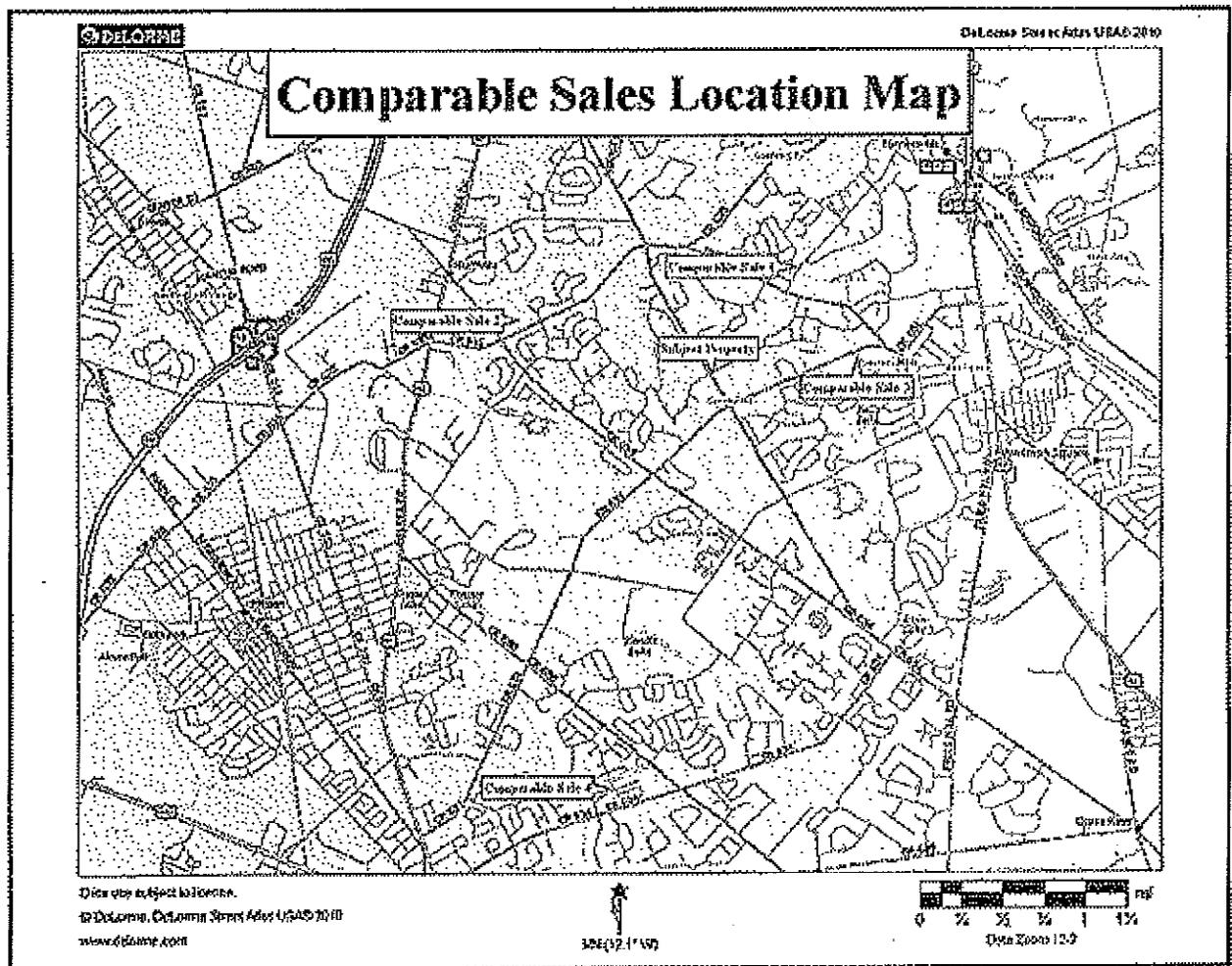
Overall Site Price: \$65,000

Comments: Reportedly, the transaction was arms length. The property was listed with Century 21 Hughes Riggs Realty for approximately 9 months prior to going under agreement. It is improved with a 370 SF older dwelling in poor condition that would be demolished for the construction of a new residence. Demolition has been estimated at \$5,000. The site does not meet the minimum lot size requirement, but given that it is improved, a variance would seem likely. The property has been listed for sale with ReSales & Investment Realty since November 2011 with a current asking price of \$75,000.

The property is located in the southwestern portion of the township just off Fish Pond Road. The uses are mostly residential with a social lodge and religious facility located along Fish Pond in close proximity. The site is situated along Ward Lake, a small lake, offering a mostly level and partially wooded topography and no known wetlands.

Tax Map Comparable Land Sale 4





Comparable Land Sales Adjustment Analysis Before the Taking					
	Subject	Sale 1	Sale 2	Sale 3	Sale 4
Sale Price	N/A	\$100,000	\$140,000	\$104,000	\$65,000
Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Financing/Concessions	Market	Market	Market	Market	Market
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Conditions Of Sale	Market	Market	Market	Market	Market
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Market Conditions	Mar-12	Feb-12	May-11	Aug-10	Oct-09
# of Months Requiring Adj.	N/A	1	9	19	29
Adjustment Required/Year	0%	0%	0%	0%	0%
		\$100,000	\$140,000	\$104,000	\$65,000
Other Adjustments:					
Location	Average	Comp	Superior	Superior	Comp
Adjustment	N/A	0%	-20%	-20%	0%
Land Area (SQ)	13,141	75,900	32,234	6,611	24,779
Adjustment	N/A	-20%	-10%	20%	0%
Zoning	PR-J Residential	Comp	Comp	Comp	Comp
Adjustment	N/A	0%	0%	0%	0%
Physical Characteristics	Average	Comp	Comp	Comp	Comp
Adjustment	N/A	0%	0%	0%	0%
Utilities	All Public	Inferior	Comparable	Comparable	Inferior
Adjustment	N/A	15%	0%	0%	10%
Net- Other Adjustments	N/A	-5%	-30%	0%	10%
Adj Sale Price	N/A	\$95,000	\$98,000	\$104,000	\$71,500
Analysis of Comparables					
Net Adjustments (Including Market Conditions)		-5%	-30%	0%	10%
Gross Adjustments (Including Market Conditions)		35%	30%	40%	10%
Comparable Weighting		25%	25%	25%	25%
	Before Adjustments	After Adjustments			
Low End of Range	\$65,000	\$71,500			
High End of Range	\$140,000	\$104,000			
Average	\$102,250	\$92,125			
Median	\$102,000	\$96,500			
Weighted Average	\$102,250	\$92,125			
Estimated Market Value Via Sales Comparison (Rounded)			\$95,000		

Discussion of Adjustments for the Land Sales Analysis

Property Rights Conveyed

Each comparable sale reflected the purchase of the fee simple estate, while the market value of the fee simple estate is being estimated for the subject. Therefore, no adjustment appeared to be warranted.

Financing Terms

Neither sale concessions nor atypical financing arrangements were reported during the verification of each comparable sale. Thus, no adjustment appeared to be warranted.

Conditions of Sale

No atypical conditions of sale were reported during our verification of each comparable. Thus, no adjustment was warranted.

Market Conditions

An adjustment for market conditions is made if, since the time the comparable sales were transacted, general property values have appreciated/depreciated slightly higher than inflation. The sale prices for this type of property have shown a general stabilization since 2009 and thus no adjustment appeared to be warranted.

Location: The subject property is located at the intersection of a County Route and local roadway amongst a variety of uses including commercial, residential and industrial. It offers adequate access to the area's highway network. Sales 2 and 3 offered superior locations within private courts and required downward adjustment. Sales 1 and 4 offered comparable locations and did not require adjustment.

Land Area: The subject offers 13,141 SF of land area. Larger sites will typically allow for a builder to construct a larger home, while smaller sites will typically offer smaller building improvements. As such, developers/builders will pay slightly higher per unit rates for larger sites and lower rates for smaller sites. Sales 1 and 2 required downward adjustment for superior site size, while sale 3 required upward adjustment for inferior site size. Sale 4 was comparable in size and did not require adjustment.

Zoning: The subject is located within the PR-1, Planned Residential district that allows for a variety of uses including residential and commercial. Each of the land sales offered relatively similar zoning and did not require adjustment.

Physical Characteristics: The physical characteristics of the subject property and each comparable is summarized in the following table. Lots with greater street frontage/acre and/or number of street frontages require downward adjustment, while those with less street frontage/acre and/or number of street frontages require upward adjustment.

The table also demonstrates the type of adjustment required for differences in frontage, shape, and topography. Each sale is adjusted accordingly.

Physical Characteristics				
	Land Area (Acres)	Frontage (LF)	Shape	Topography
Subject	0.30	228'	Mod. Rectangular	Mostly level/cleared
Sale 1	1.74	150'	Mod. Rectangular	Level/wooded
Adj. Required	N/a	N/a		
Sale 2	0.74	148'	Mod. Rectangular	Level/cleared
Adj. Required	N/a	N/a		
Sale 3	0.15	69'	Mod. Rectangular	Mostly Level
Adj. Required	N/a	N/a		
Sale 4	0.57	389'	Mod. Rectangular	Mostly Level/wooded
Adj. Required	N/a	N/a		

Utilities: The subject offers access to all public utilities. Sale 1 did not offer access to public utilities and sale 4 did not offer access to public water, each was adjusted accordingly. Sales 2 and 3 were comparable to the subject and no adjustment was required.

Conclusions of the Sales Comparison Approach

Each comparable sale used in the analysis provides a reasonable indication of the subject's market value and was considered the best available as of the valuation date. None of the chosen sales reflected atypical concessions or financing. Based on the analysis of the most recent comparable sales, the market value of the subject's land is estimated at \$95,000 (Equivalent to 13,141 SF @ \$7.23/SF, rounded).

Summary of Value Indications - Before the Taking (Land Only)

Cost Approach	N/A
Sales Comparison Approach	\$95,000
Income Capitalization Approach	N/A

Correlation and Final Value Estimate - Before the Taking (Land Only)

During the analysis, it was found that the Sales Comparison Approach to value provided the best and most reliable indication of the subject market value. It was developed, since this type of property is often purchased on this basis. After making the appropriate adjustments to each comparable sale, a reliable market value estimate resulted.

The Income Capitalization Approach and Cost Approach were also considered, but not developed since only the value of the subject's underlying land has been estimated.

After considering all of the facts and circumstances in connection with the subject property, I conclude that the estimated Market Value for the Fee Simple Interest of the subject's land only Before the Taking as of March 1, 2012 was:

NINETY FIVE THOUSAND DOLLARS
(\$95,000)

Section 6: Nature of Taking

The Gloucester County Department of Engineering is proposing to reconfigure Egg Harbor Road (County Route 630) from Hurffville-Grenloch Road to Ganttown Road, which will include road realignment, adding a center lane for turning, and modifying the major intersections. To accomplish this, the existing ROW (Right of Way) must be expanded in order to accommodate the realignment, which requires the acquisition of land from property owners along the proposed areas. The following section details the proposed taking area as it applies to the subject property.

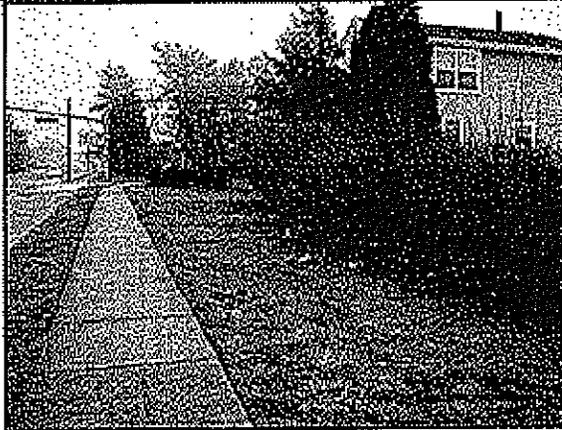
Description of Taking

The taking involves one non-exclusive roadway improvement easement. The taking is described in the following chart:

Non-Exclusive Roadway Improvement Easement - Parcel RE17 (Shown in Red on Parcel Map)	
Interests Acquired:	Permanent, partial rights
Land Area/Dimensions:	944 SF (0.02 acres) (Approximately 6' in depth by 142' in length)
Description/Location:	Moderately irregular in shape and located along the Egg Harbor Road frontage.
Property Owner's Future Right of Use:	The owner, or its assigns, will retain the right to use and maintain the area, but cannot construct any buildings or structures.

Improvements Within Taking Area:

The taking will traverse across the subject's side yard area, which is improved with a concrete sidewalk and landscaping. It does not appear that the sidewalk will be disturbed during construction; it is assumed that the County's contractor will replace the sidewalk if it is. There are 5 medium sized shrubs located within the taking area.

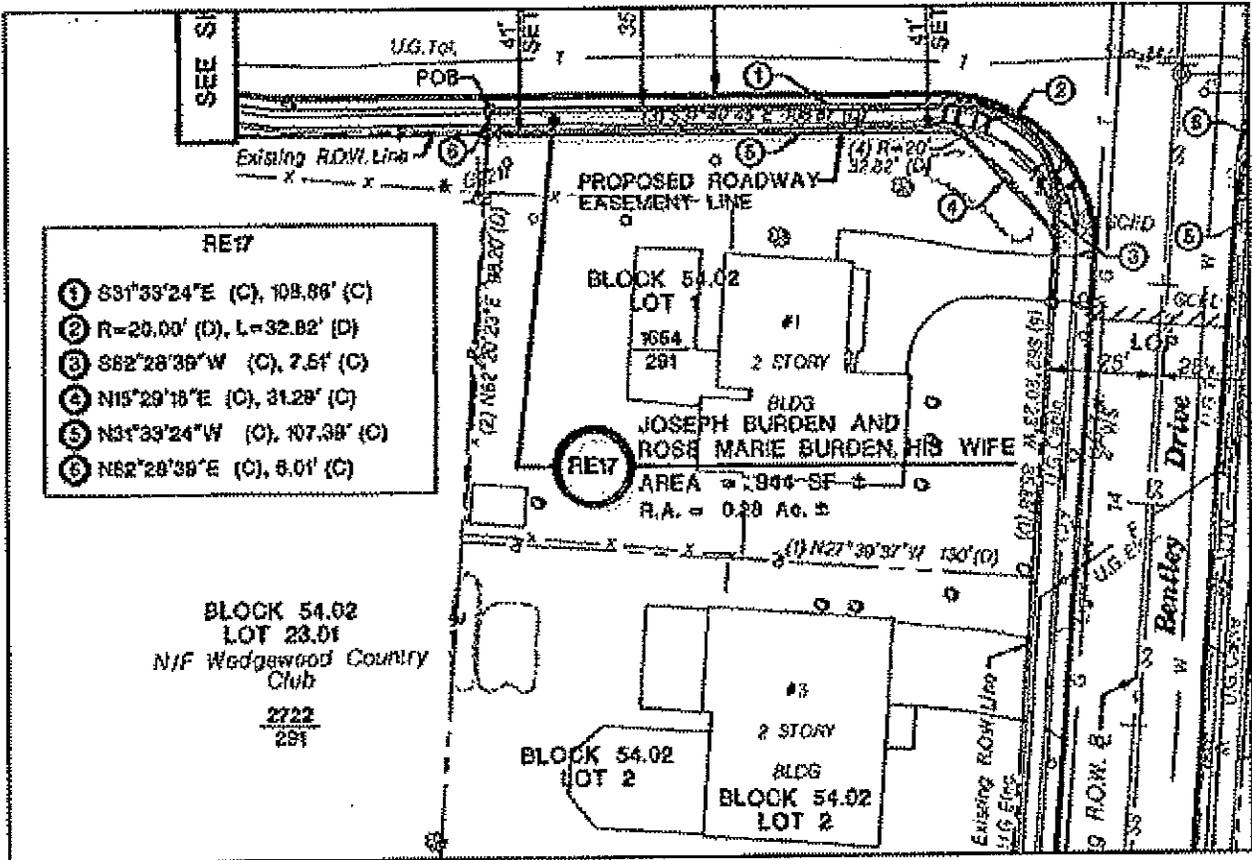


Southerly View of Taking Area



Northerly View of Taking Area

Copy of General Property Parcel Map



* Red outline is the appraiser's representation of the taking area. It is noted that Bentley Drive is spelled differently on the Parcel Map, based upon the tax record and deed, it is spelled Bentley.

Section 7: Valuation of the Subject - After the Taking

Description of Remainder

The property will continue to offer most of the same physical characteristics as before the taking. After the Taking, the site's physical characteristics are shown as follows:

Physical Characteristics of the Site (After the Taking)	
Total Site Area (Fee Simple):	12,197 square feet or 0.28 acres
% Fee Simple Land Area Reduced:	7.18%
Frontage:	138.68 Egg Harbor Road 85.89' Bently Drive 224.56' Total (802' per acre)
Shape of Tract:	Moderately rectangular
Topography:	Same as before the taking.
Access:	Same as before the taking.
Corner Influence:	Same as before the taking.
Easements:	There will be a Non-Exclusive Roadway Improvement Easement along Egg Harbor Road.
Encroachments:	Same as before the taking.
Parking:	Same as before the taking.
Zoning Setbacks:	As a result of the taking, the subject's side yard setback will be reduced from approximately 33' to 27' from the ROW, which is still conforming to the districts zoning requirements.
Damages:	No damages to the remainder are anticipated. The highest and best use of the subject remains the same as Before the Taking and the taking does not impact its potential to be developed as if vacant or the continued use as a residence.

Highest & Best Use – As if Vacant (After the Taking)

After considering each of the four criteria, the highest and best use of the property, As if Vacant, remains the same as in the Before the Taking analysis and is determined to be development in accordance with zoning, likely a residential use.

Highest & Best Use – As Improved (After the Taking)

After considering each of the four criteria, the highest and best use of the property, As Improved, remains the same as in the Before the Taking analysis and is determined to be continued use as improved.

Appraisal Process

Again, each of the three traditional approaches to value has been considered in estimating the market value of the subject. The market value indication for the subject's land area was again developed via the Sales Comparison Approach for the same reasons as it was developed in the "Before the Taking" and the same set of sales has been utilized.

Sales Comparison Approach - After the Taking (Land Only)

A market value for the subject's land area has been developed through the Sales Comparison Approach. The same comparable sales have again been considered in the After the Taking analysis. The adjustment chart is shown on the following page. Therefore, the After the Taking value of the subject's land via the Sales Comparison Approach is estimated at **\$88,100**.

Comparable Land Sales Adjustment Analysis After the Taking					
	Subject	Sale 1	Sale 2	Sale 3	Sale 4
Sale Price	N/A	\$100,000	\$140,000	\$104,000	\$65,000
Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Financing/Concessions	Market	Market	Market	Market	Market
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Conditions Of Sale	Market	Market	Market	Market	Market
Adjustment	N/A	-	-	-	-
		\$100,000	\$140,000	\$104,000	\$65,000
Market Conditions	Mar-12	Feb-12	May-11	Aug-10	Oct-09
# of Months Requiring Adj.	N/A	1	9	19	29
Adjustment Required/Year	0%	0%	0%	0%	0%
		\$100,000	\$140,000	\$104,000	\$65,000
Other Adjustments:					
Location	Average	Comp	Superior	Superior	Comp
Adjustment	N/A	0%	-20%	-20%	0%
Land Area (SF)	12,197	75,900	32,234	6,611	24,779
Adjustment	N/A	0%	-10%	20%	0%
Zoning	PR-1, Residential	Comp	Comp	Comp	Comp
Adjustment	N/A	0%	0%	0%	0%
Physical Characteristics	Average	Comp	Comp	Comp	Comp
Adjustment	N/A	0%	0%	0%	0%
Utilities	All Public	Inferior	Comparable	Comparable	Inferior
Adjustment	N/A	15%	0%	0%	10%
Net- Other Adjustments	N/A	-5%	-30%	0%	10%
Adj Sale Price	N/A	\$95,000	\$98,000	\$104,000	\$71,600
Analysis of Comparables					
Net Adjustments (Including Market Conditions)		-5%	-30%	0%	10%
Gross Adjustments (Including Market Conditions)		35%	30%	40%	10%
Comparable Weighting:		25%	25%	25%	25%
	Before Adjustments	After Adjustments			
Low End of Range:	\$65,000	\$71,500			
High End of Range:	\$140,000	\$104,000			
Average:	\$102,250	\$92,125			
Median:	\$102,000	\$96,500			
Weighted Average:	\$102,250	\$92,125			
Estimated Market Value Via Sales Comparison (Rounded)				\$95,000	
Estimated Market Value Per SF of Land (B4V/Before Land Area)			\$7.23		
Taking Area (SF)			944		
Less: Estimated Market Value of Taking Area (Rounded)				(\$6,980)	
Estimated Market Value After the Taking (Rounded)				\$88,000	

Compensation for Site Improvements

Compensation must also be made for any site improvements that will be permanently impacted by the taking. There are 5 medium sized shrubs and the concrete sidewalk that are located within the taking area. It is assumed that the county's contractor will replace the concrete sidewalk if disturbed or removed, thus no compensation has been given for the sidewalk.

The depreciated value of the site improvements has been estimated utilizing the Marshall Valuation Service, while the depreciation has been estimated using the age/life method.

Estimated Value of Site Improvements within Taking								
Description	Section-Page	Amount	Unit Count	Replacement Cost Per Unit*	Effective Age (Years)	Average Life (Years)	Remaining Life 100% - Age/Life	Depreciated Value
Landscape shrubs (Medium)	65-8		5	\$54.23	N/A	N/A	100%	\$271
Estimate of the Depreciated Value of the Site Improvements:								\$271
								Rounded To: \$300
						Local Multiplier:	1.18	
						Cost Multiplier:	1.01	

* Includes multipliers

Damages to the Remainder

No damages to the remainder are anticipated, since the property, as improved, will continue to offer the same highest and best use, location and similar physical attributes as Before the Taking.

Cost to Cure

As previously discussed, any potential damage to the remainder has been compensated within the estimation of value After the Taking.

Correlation and Final Value Estimate - After the Taking

Again, it was found that the Sales Comparison Approach to value provided the best and most reliable indication of the subject's market value. Thus, the resulting market value estimate for the property, After the Taking, is summarized as follows:

	Sales Comparison	Income Approach	Cost Approach
Market Value Conclusion After The Taking	\$ 88,100	N/A	N/A
Less: Compensation for Site Improvements	\$300		
After Value Reflecting All Damages	\$87,800		
Reconciled Value After the Taking		\$87,800	

After considering all of the facts and circumstances in connection with the subject property, I conclude that the estimated Market Value for the Fee Simple Interest of the subject's land only After the Taking as of March 1, 2012 is:

EIGHTY SEVEN THOUSAND EIGHT HUNDRED DOLLARS
(\$87,800)

Section 8: Conclusion and Justification

In the final reconciliation, the appraiser must insure that the approaches and methods used relate to the real property interest being appraised, the definition of value under consideration, and the purpose and use of the appraisal. In the analysis of the subject, each of the three traditional approaches to value has been considered in estimating value for the takings of the subject property. The following value estimates were derived by each approach employed:

The following is a summary of the value estimates Before and After the Taking, as well as the estimated value of the taking.

Value Before.....	\$95,000
Value After.....	\$87,800
Value of Part Taken & Damages to Remainder.....	\$7,200

During the analysis, it was found that the Sales Comparison Approach was the only reliable indicator to estimate the market value of the taking and any damages to the remainder, since properties within this market are typically purchased on this basis. Comparable land sales were analyzed based on their overall sale price and converted into a price per square foot of land area. After making the appropriate market adjustments to each comparable sale, a reliable market value estimate resulted.

The Income Capitalization Approach was also considered but was not developed, since an adequate supply of comparable lease information was not found for undeveloped land zoned for this type of use. In addition, this approach to value does not reflect the typical motivations of land purchasers within the market.

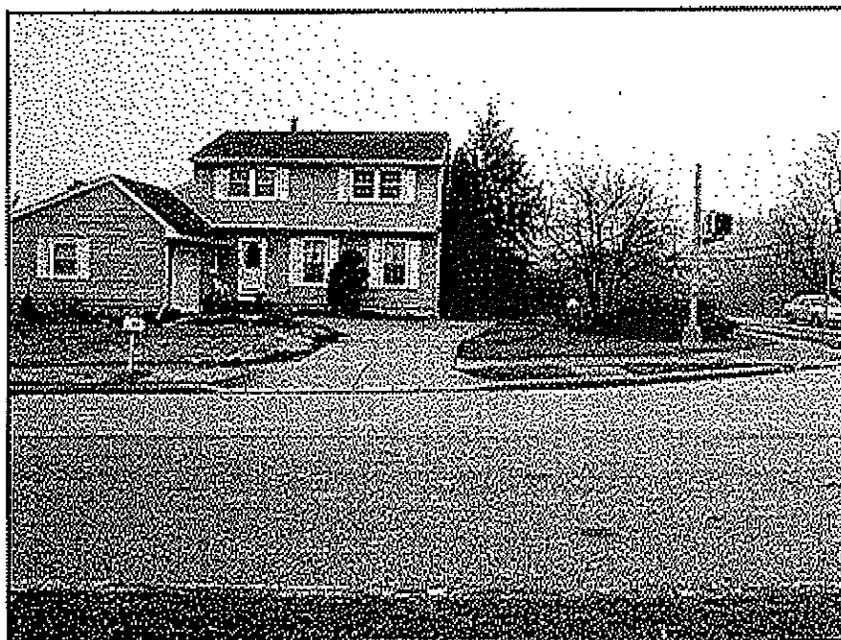
The Cost Approach was also considered, but not developed, since only the value of underlying land has been estimated.

After considering all of the facts and circumstances in connection with the subject property, I conclude that the estimated Market Value for the Takings and Damages to the Remainder as of March 1, 2012 is:

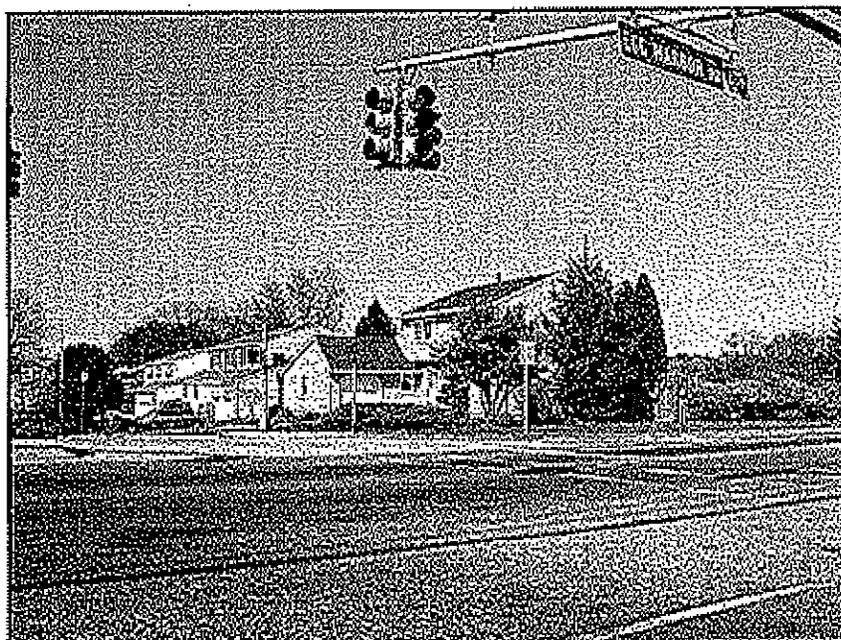
SEVEN THOUSAND TWOHUNDRED DOLLARS
(\$7,200)

Section 8: Addenda

Photographs of the Subject Property

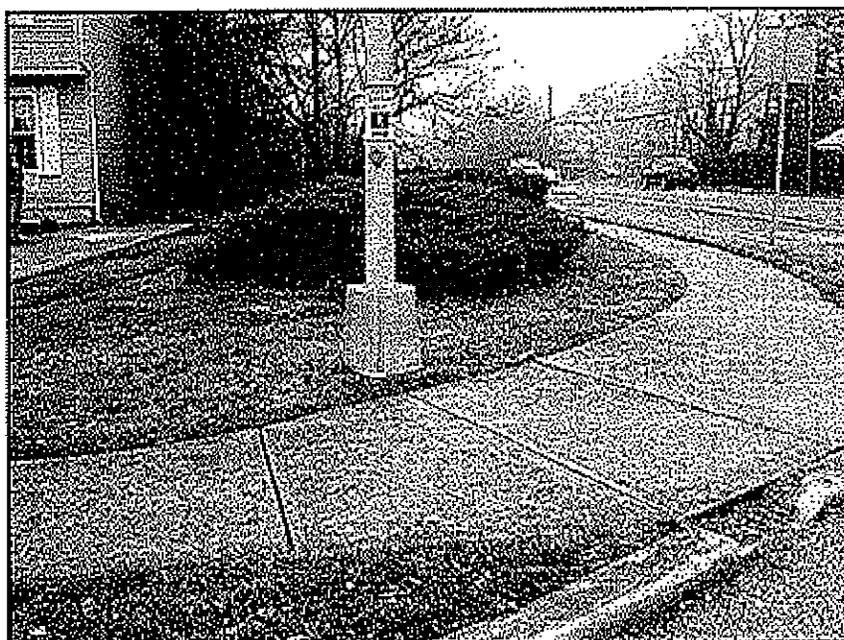


Northerly View of Subject from Bently Drive (Taken by ARC on 3/1/2012)



Westerly View of Subject from Egg Harbor Road (Taken by ARC on 3/1/2012)

Photographs of the Subject Property



Northerly View of Taking Area (Taken by ARC on 3/1/2012)



Southerly View of Taking Area (Taken by ARC on 3/1/2012)

Photographs of the Subject Property



Northerly View along Egg Harbor Road (Taken by ARC on 3/1/2012)

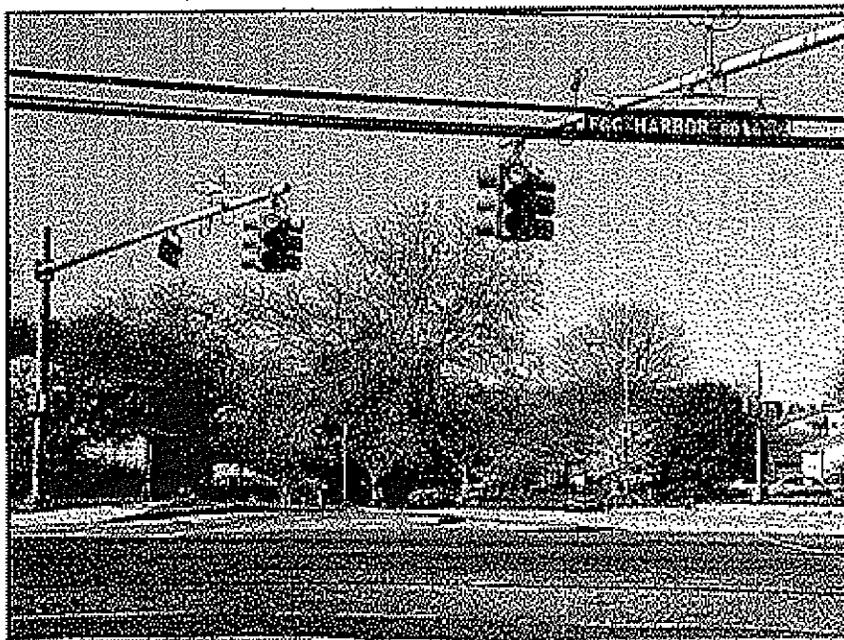


Southerly View along Egg Harbor Road (Taken by ARC on 3/1/2012)

Photographs of the Subject Property



Easterly View along Bently Drive (Taken by ARC on 3/1/2012)



Westerly View along Bently Drive (Taken by ARC on 3/1/2012)

Portion of Zoning Ordinance

ARTICLE XL PR-1 Planned Residential One District

§ 285-53. Purpose.

A. It is the purpose of the PR-1 Planned Residential One District to permit single-family developments to be built on lands formerly zoned rural and designated in the Master Plan as R/L1, provided that additional design and performance criteria are met to the satisfaction of the Planning Board. After a tract of rural land has been granted rezoning to PR-1, the applicant may reduce the size of lots to the dimensions specified in this article. However, the total number of units permitted may not exceed 1.6 units per gross acre.

B. Freshwater wetlands, as defined in the New Jersey Fresh Water Wetlands Protection Act of 1987, N.J.S.A. 13:9B-1 et seq., one-hundred-year floodplains, floodways and flood hazard areas are not included in gross acreage for the purpose of calculating units per gross acre.

§ 285-54. Permitted and conditional uses.

In any PR-1 Planned Residential One District, land, buildings or premises shall be used by right only for one or more of the following:

- A. All uses permitted in the A Residence District.
- B. All conditional uses of the A Residence District, provided that the conditions set forth there under shall be complied with.
- C. Neighborhood retail commercial facilities, as permitted in the NC Commercial District, subject to the regulations of § 285-58.

§ 285-55. Accessory uses.

All accessory uses permitted in the A Residence District shall be allowed.

§ 285-56. Area and bulk regulations.

A. The following area and bulk regulations shall be followed for projects that are too small to generate the required amount of open space and active recreation facilities and acreage specified in the open space regulations of this article. Section 285-58 shall not be utilized for projects that are measured in accordance with the following regulations:

- (1) Minimum lot size for agricultural uses: 5 1/2 acres.
- (2) Minimum lot size for other uses: 23,000 square feet.
- (3) Maximum density per gross acre: 1.6 units.
- (4) Minimum lot width: 100 feet.
- (5) Minimum lot depth: 200 feet.
- (6) Maximum lot coverage: 20%.
- (7) Minimum front yard: 50 feet.
- (8) Minimum side yards: 15 feet each.
- (9) Minimum rear yard: 35 feet.
- (10) Maximum building height: 35 feet.

B. The following area and bulk regulations shall be followed for all other projects,

except that the density shall not exceed 1.6 units per acre, but only if the Planning Board approved the cluster concept:

- (1) Minimum lot size: 10,500 square feet.
- (2) Maximum density per gross acre: 1.6 units.
- (3) Minimum lot width: 80 feet.
- (4) Minimum lot depth: 125 feet.
- (5) Maximum lot coverage: 25%.
- (6) Minimum front yard: 30 feet.
- (7) Minimum side yards: 10 feet each.
- (8) Minimum rear yard: 30 feet.
- (9) Maximum building height: 35 feet.

C. Freshwater wetlands, as defined in the New Jersey Fresh Water Wetlands Protection Act of 1987, N.J.S.A. 13:9B-1 et seq., one-hundred-year floodplains, floodways and flood hazard areas are not included in gross acreage for the purpose of calculating units per gross acre in Subsections A and B of this section.

§ 285-57. Open space requirements.

- A. In order for a project to qualify for development under this article, the minimum open space and active recreation tract shall not be less than five acres.
- B. The open space and active recreation lands shall comply with all of the provisions of Article XXVIII, Open Space Regulations.

§ 285-58. Neighborhood commercial regulations.

- A. Neighborhood commercial centers may be permitted, at the discretion of the Planning Board, provided that each center is designed as an integral unit and does not exceed two acres for each 50 acres of total project development.
- B. No single commercial center shall exceed four acres in size.
- C. All commercial centers shall be located on major roads capable of supporting the anticipated traffic volumes.
- D. The traffic patterns associated with the commercial center shall not be detrimental to the residential character of the neighborhood.

§ 285-59. Reduction of lot sizes.

- A. Notwithstanding the above regulations, and only with the approval of the Planning Board, in any residential development no more than 10% of the lots may be reduced in size to not less than 7,500 square feet each, provided that the required original overall density is maintained for the entire project.
- B. Lots that are less than 10,500 square feet in size shall conform to the following regulations:
 - (1) Minimum lot width: 75 feet.
 - (2) Minimum lot depth: 100 feet.
 - (3) Maximum lot coverage: 30%.
 - (4) Minimum front yard: 20 feet.
 - (5) Minimum side yards: eight feet each.

(6) Minimum rear yard: 25 feet.

(7) Maximum building height: 35 feet.

C. All such lots shall not be grouped together contiguously, but shall be scattered throughout each development. The purpose of this stipulation is to promote design flexibility and creativity and to work with the natural constraints of the land without affecting the maximum permitted density. Accordingly, such lots should only be designed when standard lots of 10,500 square feet are not physically appropriate.

§ 285-60. Conditions prior to approval.

In order to qualify for increased densities, the following facts and conclusions shall be found by the Planning Board prior to approval of all residential developments permitted by this article:

- A. That departures by the proposed development from zoning regulations otherwise applicable to the subject property conform to the standards established in this chapter for the applicable districts.
- B. That the proposals for maintenance and conservation of the common open space are reliable, and that the amount, location and purpose of the common open space are adequate.
- C. That provision, through the physical design of the proposed development, for public services, control over vehicular and pedestrian traffic and the amenities of light and air and recreation and visual enjoyment are adequate.
- D. That the proposed planned development will not have an adverse impact upon the area in which it is proposed to be established.
- E. In the case of a proposed development which contemplates construction over a period of years, that the terms and conditions intended to protect the interests of the public and of the residents, occupants and owners of the proposed development in the total completion of the development are adequate.
- F. That the project shall have service available within a reasonable distance for churches, schools and medical facilities.
- G. That retail service functions shall be available nearby.
- H. That the project shall have increased recreation facilities available.
- I. That the location of recreation facilities shall be centralized with easy access from all directions.
- J. That the active recreational facilities and open spaces shall be linked together with a unified pedestrian path system through the entire project that diminishes conflict with vehicular traffic.
- K. That the project shall be in conformance with the Master Plan.
- L. That all projects shall be located along major traffic arteries.
- M. That all projects shall be located near developments of similar densities.
- N. That the need to conserve natural features and sensitive land areas such as woods, floodplains and erodible soils must be demonstrated.

- O. That the opportunity to preserve agricultural lands may be a factor.
- P. That the project shall show an improved overall design concerning streets, lots and open space arrangements.
- Q. That a variety of housing designs shall add to the aesthetic appeal of the project.
- R. That pedestrian crossing points shall be completely designed for the ease and safety of pedestrian movements.
- S. That all proposed stormwater drainage basins or retention basins be surrounded by permanent fencing of a type and dimension specified by the Township Engineer, together with the landscaping in accordance with the specifications of the Township Engineer, for the purpose of reducing the health and safety hazards of such basins and improving the aesthetics of their appearance.

§ 285-61. Other regulations.

- A. There must exist approved public water and public sewer systems, which shall be available to each lot prior to the issuance of the building permit.
- B. All other applicable regulations of this chapter shall be followed as required.

ARTICLE VI. A Residence District

§ 285-23. Permitted uses.

In any A Residence District, land, buildings or premises shall be used by right only for one or more of the following:

- A. Single-family detached house.
- B. Municipal tower, water storage tank, water reservoir, water pumping station and water treatment plant, provided that the architectural design of the exterior of any building shall be in keeping with other structures in the neighborhood and shall be reviewed and approved by the Planning Board.
- C. Sewage lift station, water pumping station, underground transmission lines and gas regulator stations, subject to the following special requirements:
 - (1) There shall be no storage of materials and trucks and no repair facilities or housing of repair crews except within completely enclosed buildings.
 - (2) The architectural design of the exterior of any building shall be in keeping with other structures in the neighborhood and shall be reviewed and approved by the Planning Board.
 - (3) Screening shall be developed as defined in this chapter. All plants not surviving one year after planting must be replaced.
- D. Model homes or sales offices within a subdivision, but only during the period necessary for the sale of new homes within such subdivision. Such uses shall not be considered a business use.
- E. Senior citizen housing in conformance with the single-family concept of this district.
- F. Flag-shaped lots, provided that these shall not have less than one-hundred-foot frontage at the required building setback line, and that no more than one flag lot shall be subdivided from a base lot, and that no two flag lots shall be contiguous to each

other.

§ 285-24. Conditional uses.

The following conditional uses may be authorized by the Planning Board, provided that applications conform to the following specifications and standards:

A. Agricultural uses, provided that:

- (1) The use will not injure or detract from the use of neighboring property.
- (2) The use will not detract from the character of the neighborhood.
- (3) The use of property adjacent to the area included in the plan is adequately safeguarded.
- (4) The property is suitable for the intended use.
- (5) The use will service the best interests of the Township.
- (6) The use will not adversely affect public sewers and facilities such as water, sewer, police and fire protection.
- (7) The use will not adversely affect the drainage facilities in the adjacent neighborhood.
- (8) Chemical and fertilizer usage and storage will not be detrimental to people, animals and plants and water in the neighborhood.
- (9) Accessory buildings will not adversely affect the character of the neighborhood.
- (10) The use shall meet the requirements of Article XXXIV, Farm Regulations.

B. Church, chapel, convent or similar religious institution, including rectory or parish house, provided that:

- (1) The coverage will not exceed 20%.
- (2) The site plan design shall not be detrimental to the neighborhood and side yards shall be not less than 20 feet each.
- (3) The lot depth and yard areas will conform to the standards set forth in this district, except as noted above.
- (4) The parking requirements shall be in accordance with all the regulations set forth in this chapter.

C. Professional and general offices, medical and legal offices, real estate and insurance offices. A residential use may be combined with any of the above uses in the same building, provided that the residential occupant is also the user of the office facilities. All of these conditional uses shall be subject to the following standards, which are in addition to any other standards for conditional uses set forth in other residential districts where such conditional uses are allowed by reference to the A Residence District:

- (1) Standards set forth in Subsection A(1) through (7) above.
- (2) All lots shall be directly adjacent to the roads listed below. Lots within the interior of a housing development shall not be considered for the conditional use.
Delsea Drive

Blackwood-Barnshoro Road, from County House Road to Delsea Drive
Egg Harbor Road
Fish Pond Road
Berlin-Cross Keys Road
Black Horse Pike
Woodbury-Turnersville Road
County House Road, between Hurffville-Grenloch Road and the Camden County line at Lakewood
Hurffville-Grenloch Road, from Delsea Drive to Hurffville Road
Grenloch-Selina Road
Hurffville-Cross Keys Road
Fries Mill Road
Williamstown-Blackwood Road
Glassboro-Cross Keys Road
Greentree Road, between Lantern Lane and Hurffville-Cross Keys Road
Ganttown Road, between the Black Horse Pike and Hurffville-Cross Keys Road

(3) Architectural standards set forth in § 285-108.

(4) There will not be any noise and lighting situations adversely affecting adjacent residential properties.

(5) A twenty-foot-wide setback shall be provided between any parking area and a property line, where such parking is directly adjacent to a preexisting residential dwelling or lot. Such setback shall be fenced and/or fully planted with a landscape buffer, as provided for in this chapter.

(6) The applicable area and bulk standards shall be as set forth for the zoning district where the property is located.

(7) One freestanding sign, not exceeding two square feet, is permitted. Facade signs are prohibited.

(8) For the conversion of an existing building, the plan submitted may be considered a minor site plan if so classified by the Planning Board. All plans for the construction of a new building will be considered major site plans.

(9) All buildings must have the front of the building facing the roads listed in Subsection C(2) above.

§ 285-25. Accessory uses.

Only the following accessory uses shall be permitted:

- A. Customary accessory residential uses, including private garages and utility sheds.
- B. Private swimming pools.
- C. Private greenhouses.
- D. Private gardens.

§ 285-26. Area and bulk regulations.

The following area and bulk regulations shall apply:

- A. Minimum lot size: 60,000 square feet.
- B. Minimum lot width: 150 feet.
- C. Minimum lot depth: 200 feet.
- D. Maximum lot coverage: 10%.
- E. Minimum front yard: 50 feet.
- F. Minimum side yards: 15 feet each.
- G. Minimum rear yards: 35 feet.
- H. Maximum building height: 35 feet.

§ 285-27. Other regulations.

All other applicable regulations of this chapter shall be followed as required.

ARTICLE XVII. NC Neighborhood Commercial District

§ 285-96. Permitted uses.

[Amended 3-8-2007 by Ord. No. 4-2007]

In any NC Neighborhood Commercial District, land, buildings or premises shall be used by right only for one or more of the following:

- A. Administrative offices.
- B. Bakery.
- C. Bank.
- D. Barber and beauty shops.
- E. Bookstore and stationery store.
- F. Clothing.
- G. Drugstore.
- H. Dry cleaning and laundry pickup shops.
- I. Dry goods and notions stores.
- J. Finance and loan agencies.
- K. Food market.

- L. Gift shop and florist shop.
- M. Hardware and sporting goods stores.
- N. Jewelry store.
- O. Library and museums.
- P. Medical and dental offices.
- Q. Newspaper and magazine sales.
- R. Post office.
- S. Radio, television and music stores, sales and service.
- T. Real estate and similar professional office.
- U. Restaurant, provided that no restaurant or similar use shall be conducted as a drive-

in service establishment or refreshment stand, sometimes called snack bar, dairy bar, hamburger stand or hot dog stand, where customers and patrons are served food and/or drinks for immediate consumption outside the building in which the business is conducted.

V. Self-service laundry.

W. Shoe store and repair.

X. Tailor and dressmaker shops.

Y. One apartment unit, provided that such use is in conjunction with the main business use, such as living quarters for a watchman. Such apartment shall be located above the main floors or in the rear of the business structure. An additional two parking spaces shall be provided for such apartment unit.

§ 285-97. Accessory uses.

Only accessory uses on the same lot with, and customarily incidental to, any of the above permitted uses shall be permitted.

§ 285-98. Area and bulk regulations.

The following area and bulk regulations shall apply:

A. Minimum lot size: 13,500 square feet.

B. Minimum lot width: 100 feet.

C. Minimum lot depth: 135 feet.

D. Maximum lot coverage: 35%.

E. Minimum front yard: 50 feet from all streets.

F. Side yards: 20 feet aggregate total with a minimum of eight feet, provided that when a written agreement is provided by adjoining property owners, no side yard shall be required between properties of separate ownership where two or more commercial uses abut side to side. In case of a series of abutting structures paralleling a public right-of-way, an open and unobstructed passage of at least 30 feet in width shall be provided at grade level at intervals of not more than 200 feet.

G. Minimum rear yard: 35 feet.

H. Maximum building height: 25 feet.

I. Maximum floor area: 20,000 square feet. [Added 3-8-2007 by Ord. No. 4-2007]

§ 285-99. Other regulations.

A. There must exist approved public water and public sewer systems, which shall be available to each unit prior to the issuance of the building permits.

B. All other applicable regulations of this chapter shall be followed as required.

C. For developments to be constructed over a period of years, a phasing plan shall be submitted as part of the preliminary plan for the entire concept.

D. The buildings, sizes, shapes, site positions and architectural design shall be considered along with the landscape and natural features.

Copy of Deed

PREPARED BY: **WILLIAM K. WARD, ATTORNEY-AT-LAW**
 1000 WASHINGTON AVENUE, SUITE 1000
 BURDEN, NEW JERSEY 07015
 TELEPHONE: 908-861-1111
 FAX: 908-861-1112

DEED
 This Deed is made on this 15th day of February, 2009.

BETWEEN
JOSEPH W. GALONATHI and ROSE MARIE GALONATHI, his wife
 00710

whose address is 1 Eastly Drive, Sewell, New Jersey 08080

AND
JOSEPH BURTON and ROSE MARIE BURTON, his wife

whose address is 1 Gowerly Dr., Sewell, New Jersey 08080

the said "GALONATHI" and "BURTON" each own all interest and all claims third party.

WHEREAS the Grantors, the Grantors grant and convey unto the Grantee the property described below to the Grantee, this Deed is made for the sum of ONE THOUSAND AND SIX HUNDRED FIVE HUNDREDS DOLLARS (\$106,500.00)

The Map Reference (NJLA 4616-21) Municipality of Township of Washington Block No. 211 Lot No. 1

Not money tax jurisdiction applies to this deed.

Property: The property described or held and all the buildings and structures on the land in the Township of Washington and State of New Jersey, the legal description is,

BEGINNING at a point in the Northwest corner of Eastly Drive (50 feet wide) in the division line between lot 1 and 2 on the block and plan hereinafter mentioned, and run thence (1) North 27 degrees 29 minutes 27 seconds West along said division line, 100 feet to the line of lands now or formerly of Washington County Clay House (2) North 65 degrees 30 minutes 27 seconds East along said line, 33.49 feet to the Southwest corner of the property; thence (3) North 21 degrees 40 minutes 45 seconds East along said line, 100.87 feet to a point of intersection (4) Northwestwardly, along the arc of a curve to the right, radius 30 feet, the arc distance of 37.82 feet to a point of tangency to the Northwest corner of Eastly Drive thence (5) South 62 degrees 20 minutes 25 seconds West along road, 45.85 feet to the place of beginning.

BEING lot 1 in Block 206 of Section 12, "Mapwood".

ALSO known as Tax lot 1, Block 211.

BEING the same land and premises which was owned by MUSE CORPORATION, a Delaware Corporation, by deed dated February 15, 1980 and recorded February 19, 1980 in Book 1308 Page 1059 created and conveyed unto JOSEPH W. GALONATHI, JR. and ROSE MARIE GALONATHI, his wife.

09-1-09-2091

881664-P293

As compared with the original map
shown on sheet of the map to the
owner of the land, which shows
nothing.

ROBERT E. ROEPHAN
COUNTY CLERK

DEED

JOSEPH V. DALLAVALLE, JR. and
ROSE MARIE DALLAVALLE, HIS WIFE

GRANTORS

JOSEPH CORBIN and ROSEMARIE
CORBIN, HIS WIFE

GRANTEES

County of Gloucester, NJ

Recorded and returned to

Deborah, Chandra & Robert to
OLD COLONY TITLE SERVICE, INC.
TO HOLD TO TRUST
MORRISTOWN, NEW JERSEY 07952

25.75 P
COUNTY CLERK
ROBERT E. ROEPHAN
MAY 20 10 45 AM '08

RECORDED
GLoucester COUNTY
MAY 20 10 45 AM '08

87 24968 18

Copy of Proposed Deed for Easement

PREPARED BY August E. Koeshauf, Esquire

Block 54.02, Lot 1 Washington
CR 630

ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned

Joseph Burden and Rose Marie Burden, his wife

whose post office address is 1 Bentley Drive, SEWELL, NJ 08080, hereinafter called "Grantor",

is the owner in fee simple of certain lands and premises over which this system of power, and in consideration of the sum of _____ DOLLARS and _____ CENTS, and other good and valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and dedicate unto the COUNTY OF GLOUCESTER, a political subdivision of the State of New Jersey, whose mailing address is 1 North Broad Street, Woodbury, NJ 08896 (hereinafter the "County"), its successors, assigns in title, assigns and assigns, a perpetual easement across the Grantor's lands and premises for purposes that shall include, but not be limited to, the right to enter onto the hereinafter described lands and premises to construct, install, maintain, replace, alter, keep in good repair, make any other changes, and operate, a public road and utilities, including any and all appurtenant necessary and incidental easements, as determined by the County, its successors, assigns in title, assigns and assigns, and shall run with the land and shall be binding upon Grantor, its successors, assigns in title, assigns and assigns, and shall issue to the benefit of the County, its successors, assigns in title, and assigns and assigns. Said easement being in the Township of Washington, County of Gloucester, State of New Jersey, and more particularly described as follows:

ROAD EASEMENT PARCEL IDENT, including specifically all the land and premises located at above Section 22+00 Egg Harbor Road (C.R. 630), Right of Way Baseline Stationing, as indicated on a map entitled, "General Property Plat Map for Phase I Reconstruction of Egg Harbor Road (C.R. 630)", Block 54.02, Lot 1 (HE-17), Showing Easement Right of Way, Easements & Parcels to be acquired in the Township of Washington, County of Gloucester, Ordinance No. 0000114, dated July 2011, prepared by MacKenzie Taylor and ASMA Consulting Engineers, and more particularly described as follows:

BEGINNING at the point of existing easterly right-of-way line of Egg Harbor Road (C.R. 630), said point being in the division line of Lots 1 and 23 of Block 54.02, said point also being 35.00 feet, measured easterly therefrom at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 22+29 and existing thence;

1. S 53° 27' 24" E (calculated), 108.75 feet (calculated), to a point of curvature, along said existing easterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 35.00 feet, measured southwesterly therefrom at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 22+29.28, thence;

2. Along a curve bearing to the right having a Radius of 20.00 feet (calculated), and an Arc Distance of 57.62 feet (calculated), still along said existing easterly right-of-way line of Egg Harbor Road (C.R. 630), to a point in the existing easterly right-of-way line of Bentley Drive, said point being 23.00 feet, measured northwesterly from end of right angles to Bentley Drive, Right of Way Baseline at Station 24+67.75, thence;

3. S 62° 28' 39" W (calculated), 7.51 feet (calculated), along said existing right-of-way line of Bentley Drive, said point being 25.00 feet, measured southwesterly from end of right angles to Bentley Drive, Right of Way Baseline at Station 24+68.28, thence;

4. N 12° 29' 16" E (calculated), 31.39 feet (calculated), to a point, in the proposed southwesterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 1.00 feet, measured southwesterly from end of right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 22+28.97, thence;

5. N 33° 24' 24" W (calculated), 107.19 feet (calculated), still along said proposed southwesterly right-of-way line of Egg Harbor Road (C.R. 630), to a point, in the division line of Lots 1 and 23 of Block 54.02, said point being 41.00 feet, measured southwesterly therefrom at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 22+28.88, thence;

6. N 62° 28' 39" E (calculated), 6.01 feet (calculated), along said division line of Lots 1 and 23 of Block 54.02, to the point and place of beginning;

CONTAINING 944 square feet more or less.

Being part of Lot 1 in Block 54.02 on the system tax map of the Township of Washington.

SUBJECT, however, to all public utility easements, recorded or unrecorded, affecting the herein described premises.

TOGETHER WITH all things necessary or incidental to effectuate the intention and desire of the parties as set forth in the preamble hereof

ALSO BEING part of the same lands and premises, vested in Joseph Burden & Rose Marie Burden by deed from Joseph W. Gilbert and Rose Marie Gilbert, her wife, dated 09-20-87 and recorded 12-08-87 in Book 1664 of Deeds, pages 291 & n. in the Office of the Gloucester County Clerk.

In Witness Whereof the Grantor hereunto set his/her hand and seal on this _____ day of _____, 2011. If the Grantor is a corporation, the proper corporate officer has signed herein and has caused its proper corporate seal to be affixed.

Witness:

_____, or: _____, grantor

_____, grantor

STATE OF NEW JERSEY
COUNTY OF GLOUCESTER

BE IT REMEMBERED, that on this _____ day of _____, 2011, personally came before me, the Clerk, _____ and I am satisfied that he/she/they is/are the person(s) who signed the within instrument, that he/she/they acknowledged that he/she/they signed, sealed and delivered the same as the voluntary act and deed of the corporation.

Notary

ROAD EASEMENT

Dated: _____, 2011

Joseph Burden and Rose Marie Burden, his wife

To

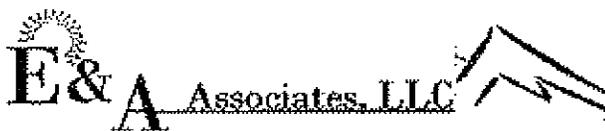
County of Gloucester

Record and Return to:

CLERK OF THE BOARD
Gloucester County Freeholders' Office
18 Broad Street
Woodbury NJ 08896

Copy of Certified Letter

Albert R. Crosby, CTA, NJ SCGREA*



109 Appalooza Way
Sewell, New Jersey 08080

Phone: (609) 922-4615
Fax: (856) 582-4711
albertcrosby@comcast.net

NJ State Certified General Real Estate Appraiser

February 7, 2012

Joseph & Rose Marie Burden
1 Bently Drive
Sewell, NJ 08080

Re: Property Acquisition Appraisal
Block 54.02, Lot 1
1 Bently Drive
Washington Township, Gloucester County, New Jersey

To Whom it may concern:

Our firm has been engaged by the County of Gloucester Engineering Department to determine the fair market value of your property for a partial taking. The appraisal will be used by the County of Gloucester to provide just compensation for the proposed taking area.

We would like to offer you the opportunity to accompany us during our property inspection, so that you may disclose any important information about your property. Additionally, it would be helpful if you could provide any of the applicable items detailed on the enclosed list.

We would like to offer you the opportunity to accompany us during our property inspection, so that you may disclose any important information about your property. Additionally, it would be helpful if you could provide any of the applicable items detailed on the enclosed list.

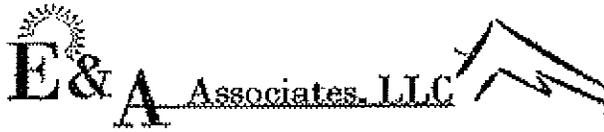
Please contact Al Crosby either by phone at (609) 922-4815 or email (albertcrosby@comcast.net) to coordinate an inspection appointment as soon as possible.

Sincerely,
E & A Associates, LLC

Albert R. Crosby, CTA
NJ SCGREA #42RC00222000

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the envelope, or on the front if space permits. 		<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Print Name) <input type="checkbox"/> Addressee</p> <p>C. Date of Delivery</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>1. Article Addressed to:</p> <p>Joseph & Rose Marie Burden 1 Bently Drive Sewell, NJ 08080</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
<p>2. Article Number (Indicate item number if multiple items)</p>		<p>4. Restricted Delivery? (Check box) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
		<p>5. Article Number (Indicate item number if multiple items)</p> <p>7033 1150 0001 8577 3078</p>	

Albert R. Crosby, CTA, NJ SCGREA*



109 Appaloosa Way
Sewell, New Jersey 08080

Phone: (609) 922-4815
Fax: (856) 582-4711

albertcrosby@comcast.net

NJ State Certified General Real Estate Appraiser

Property Appraisal Exhibit Request

Please provide any of the following information that is applicable and available. We are in need of these exhibits for our analysis.

- 1) Copy of most recent Deed
- 2) Provide the Agreement of Sale, Deed, and/or settlement sheet for your acquisition of the property if made within the past 5 years.
- 3) Information on any Purchase Offers that have been made on the property during the past three years and if the property is currently for sale.
- 4) Full scale copy of subdivision plans
- 5) Copy of any approvals received to date from local, county, or other governing authorities.
- 6) Any other information that you believe should be considered in the appraisal of this property.

Please forward a copy of any of the above applicable items to:

E & A Associates
109 Appaloosa Way
Sewell, NJ 08080

You could also fax a copy of any of the above to 856-582-4711.

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p>1. Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>2. Print your name and address on the reverse so that we can return the card to you.</p> <p>3. Attach this card to the back of the mail piece, or on the front if space permits.</p>	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Restricted by (Printed Name) <input type="checkbox"/> Signature <input type="checkbox"/> Restricted</p> <p>C. Date of Delivery: 306 Buick Dr / 7-8-11</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>1. Article Addressed to:</p> <p style="text-align: center;">Joseph & Rose Marie Burden 1 Bently Drive Sewell, NJ 08080</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>
<p>2. Article Number: (Master/Post Office ID)</p> <p style="text-align: center;">7022 2150 0003 8577 3078</p>	<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>PS Form 3811, February 2004 Domestic Return Receipt (00295-01-4115A)</p>	

Qualifications of

Albert R Crosby, Jr., CTA

Professional Position

Principal of the company E & A Associates, LLC; specializing in real estate appraisal and consulting services for all property types and for a variety of purposes including financing, condemnation, ad valorem, matrimonial, and estates. The firm concentrates its work throughout the State of New Jersey.

I have a B.S. in Accounting from Elon University and extensive experience and knowledge of the Southern New Jersey Region including but not limited to Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, and Salem Counties.

Senior Appraiser with Insight Appraisal Group, LLC; specializing in real estate appraisal and consulting services for all property types and for a variety of purposes including financing, condemnation, ad valorem, matrimonial, and estates.

Professional Affiliations & Licenses

Certified General Appraiser (#42RG-00222000), State of New Jersey

Certified Tax Assessor (CTA), State of New Jersey

Associate Member of the Appraisal Institute

Professional Experience

8/07 – Present Senior Appraiser with Insight Appraisal Group in Washington Township, New Jersey

2/03 – 7/07 Researcher and Analyst with the firm of J. McHale & Associates, Inc. in Mt. Laurel, New Jersey

Education

B.S., Accounting, Elon University, Elon College, North Carolina

Profession Related Courses & Seminars

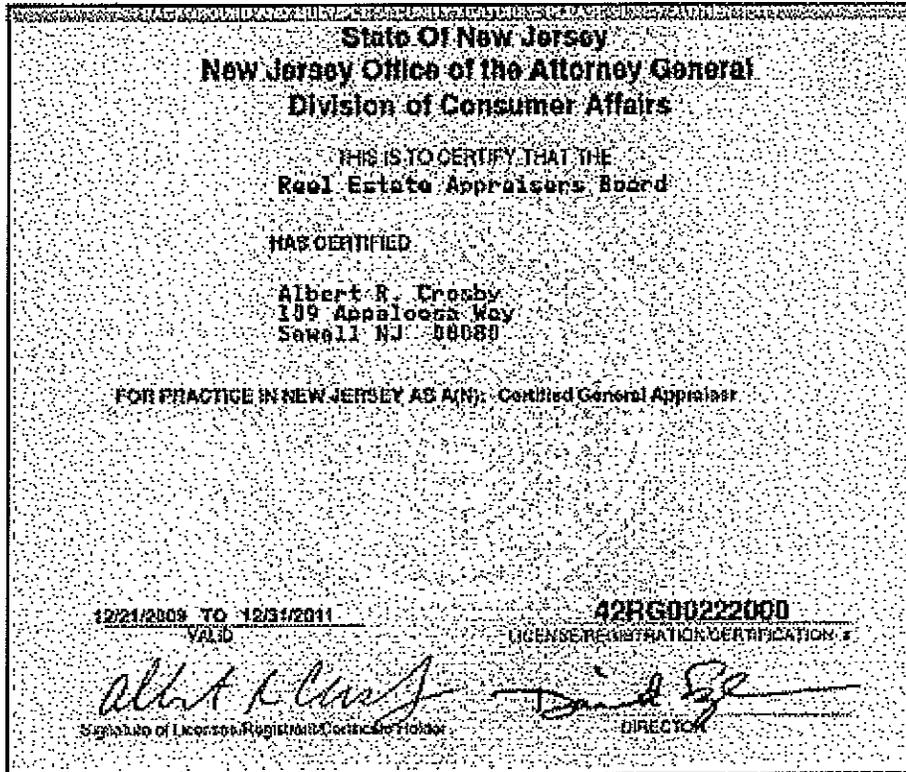
November 2010	Report Writing, Appraisal Institute
December 2009	Advanced Applications, Appraisal Institute
May 2007	General Market Analysis/Highest & Best Use, Appraisal Institute
November 2005	Advanced Sales Comparison & Cost Approaches, Appraisal Institute
January 2005	Advanced Income Capitalization, Appraisal Institute
October 2005	15-Hour National USPAP, Appraisal Institute
March 2004	Basic Income Capitalization, Appraisal Institute
May 2003	Appraisal Procedures, Appraisal Institute

March 2003

Appraisal Principles, Appraisal Institute

Other

Acting Board Member of a local non-profit serving the needs of the physically and mentally disabled.



PREPARED BY: August E. Knestaut, Esquire

Block 54.02, Lot 1
CR 630

ROAD EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the undersigned,

JOSEPH BURDEN AND ROSE MARIE BURDEN, his wife,

Whose address is: **1 Bently Drive,
Sewell, NJ 08080,**

hereinafter called "Grantor",

is the owner in fee simple of certain lands and premises over which this easement passes; and in consideration of the sum of SEVEN THOUSAND TWO HUNDRED DOLLARS and ZERO CENTS (\$7,200.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant and dedicate unto the **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey, whose mailing address is 2 South Broad Street, Woodbury, NJ 08096 (hereinafter the "County"), its successors, successors in title, assigns and designees, a perpetual easement across the Grantor's lands and premises for purposes that shall include, but not be limited to, the right to enter onto the hereinafter described lands and premises to construct, maintain, install, widen, alter, keep in good repair make any other changes, and access, a public road and utilities, including any and all appurtenances necessary and incidental thereto, as determined by the County. Said easement, and the rights hereunder, shall run with the land, and shall be binding upon Grantor, its successors, successors in title, assigns and designees, and shall inure to the benefit of the County, its successors, successors in title and assigns and designees. Said easement being in the Township of Washington, County of Gloucester, State of New Jersey, and more particularly described as follows:

ROAD EASEMENT PARCEL RE-17, including specifically all the land and premises located at about Station 227+00 (Egg Harbor Road (C.R.630), Right of Way Baseline Stationing), as indicated on a map entitled: "General Property Parcel Map for Phase I Reconstruction of Egg Harbor Road (C.R.630)", Block 54.02, Lot 1 (RE-17), Showing Existing Right of Way, Easements & Parcels to be acquired in the, Township of Washington, County of Gloucester, Contract No 06-01FA, dated July 2011; prepared by McCormick Taylor and KMA Consulting Engineers, and more particularly described as follows:

BEGINNING at the point of existing southwesterly right-of-way line of Egg Harbor Road (C.R. 630), said point being in the division line of Lots 1 and 23.01 of Block 54.02, said point also being 35.00 feet, measured southwesterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 226+29 and running thence;

1. S 31° 33' 24" E (calculated), 108.86 feet (calculated), to a point of curvature, along said existing southwesterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 35.00 feet, measured southwesterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 227+37.86, thence;

2. Along a curve bearing to the right having a Radius of 20.00 feet (calculated), and an Arc Distance of 32.82 feet (calculated), still along said existing southwesterly right-of-way line of Egg Harbor Road (C.R. 630), to a point, in the existing northwesterly right-of-way line of Bentley Drive, said point being 25.00 feet, measured northwesterly from and at right angles to Bentley Drive, Right of Way Baseline at Station 14+67.75, thence;

3. S 62° 28' 39" W (calculated), 7.51 feet (calculated), along said existing right-of-way line of Bentley Drive, said point being 25.00 feet, measured northwesterly from and at right angles to Bentley Drive, Right of Way Baseline at Station 14+60.24, thence;

4. N 15° 29' 16" E (calculated), 31.29 feet (calculated), to a point, in the proposed southwesterly right-of-way line of Egg Harbor Road (C.R. 630), said point being 41.00 feet, measured southwesterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 227+35.97, thence;

5. N 31° 33' 24" W (calculated), 107.39 feet (calculated), still along said proposed southwesterly right-of-way line of Egg Harbor Road (C.R. 630), to a point, in the division line of Lots 1 and 23.01 of Block 54.02, said point being 41.00 feet, measured southwesterly from and at right angles to Egg Harbor Road (C.R. 630), Right of Way Baseline at Station 226+28.58, thence;

6. N 62° 28' 39" E (calculated), 6.01 feet (calculated), along said division line of Lots 1 and 23.01 of Block 54.02, to the point and place of beginning;

6. N 62° 28' 39" E (calculated), 6.01 feet (calculated), along said division line of Lots 1 and 23.01 of Block 54.02, to the point and place of beginning;

CONTAINING 944 square feet, more or less.

BEING part of Lot 1, Block 54.02, on the current Tax Map of the Township of Washington.

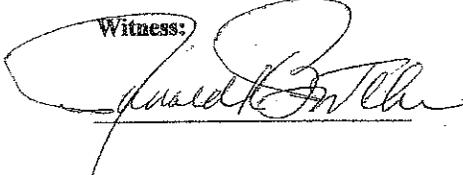
BEING PART OF THE SAME LAND AND PREMISES conveyed to Joseph Burden and Rose Marie Burden, his wife, from Joseph W. Galbraith and Rose Marie Galbraith, his wife, dated September 30, 1987, and recorded on October 8, 1987 in the Gloucester County Clerk's Office in Deed Book 1664 at Page 291 &c.

TOGETHER WITH the rights to all things necessary or incidental to effectuate the grant of the rights conveyed hereunder.

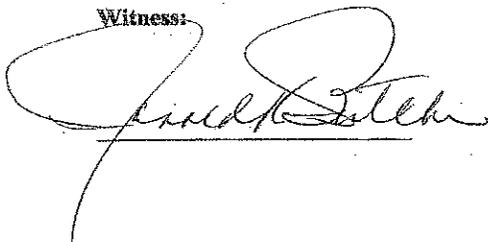
TO HAVE AND TO HOLD the above granted easement unto the County, its successors and assigns forever.

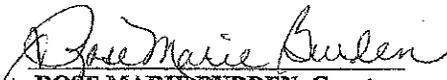
This grant and easement shall at all times be deemed to be and shall be a continuing covenant running with the land, and shall be binding upon and in favor of the successors and assigns of the respective parties hereto.

In Witness Whereof, the Grantor(s) hereunto set their hands and seal on this 14 day of June, 2012. If the Grantor is a corporation, the proper corporate officer has signed herein, and has caused its proper corporate seal to be affixed.

Witness:



JOSEPH BURDEN, Grantor

Witness:



ROSE MARIE BURDEN, Grantor

STATE OF NEW JERSEY
COUNTY OF GLOUCESTER

:ss

BE IT REMEMBERED, that on this 14 day of June, 2012, personally came before me, the Grantor, Joseph Burden, and Rose Marie Burden, his wife; and I am satisfied that they are the persons who signed the within instrument, they are authorized to sign the instrument, and they acknowledged that they signed, sealed and delivered the same as their voluntary act and deed.


Notary

RONALD K. BUTCHER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires May 31, 2017

B7

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

Certificate of Availability of Funds

TREASURER'S NO. 12-05624 DATE June 18, 2012

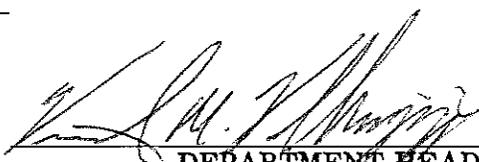
C-04-09-013-165-13204 (\$7,200.00)
BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

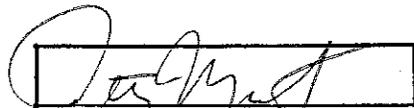
AMOUNT OF CERTIFICATION \$7,200.00 COUNTY COUNSEL August E. Knestaut, Esq.

DESCRIPTION: Property Purchase, Acquisition of Property (R.O.W. - RE-17), in association with the Reconstruction of Egg Harbor Road, CR630 from Hurffville-Grenloch Road, CR635 to Hurffville-Cross Keys Road, CR654, Washington Township, Gloucester County, Federal Project No. STP-4048(105)ROW. Engineering Project #06-01FA from Joseph & Rose Marie Burden, Block 54.02, Lot 1.

VENDOR: Joseph and Rose Marie Burden

ADDRESS: 1 Bently Drive
Sewell, NJ 08080


DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 6-21-12

Meeting Date: July 11, 2012

B8

RESOLUTION AUTHORIZING EXTENSION OF A CONTRACT WITH RIGGINS, INC FOR THE SUPPLY AND DELIVERY OF GASOLINE AND DIESEL FUEL FOR COUNTY VEHICLES FROM AUGUST 4, 2012 TO AUGUST 3, 2014 FOR AN AMOUNT NOT TO EXCEED \$700,000.00 PER YEAR

WHEREAS, the County of Gloucester (hereinafter the "County") previously entered into a contract with Riggins, Inc. (hereinafter "Riggins"), with mailing address of P.O. Box 150 Millville, NJ 08322, for the supply and delivery of gasoline and diesel fuel for County vehicles, as per Bid PD#10-041; and

WHEREAS, the specifications for the said contract provided for an extension, at the option of the County, for an additional two (2) year period; and

WHEREAS, the County's Purchasing Agent and County's Public Works Department has recommended that the option to extend be exercised for the said contract, extending the term for two (2) years beginning August 4, 2012, and ending August 3, 2014, for an amount not to exceed \$700,000.00 per year; and

WHEREAS, the said contract is open ended, which does not obligate the County to make any purchase; and, therefore, no Certificate of Availability of Funds is required regarding the extension at this time; and

WHEREAS, continuation of the said contract beyond December 31, 2012 is conditioned upon the approval of the 2013 and 2014 County Budgets; and

WHEREAS, all other terms and provisions of the previously executed contract, with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County does hereby exercise its option to extend its aforesaid contract with Riggins for the supply and delivery of gasoline and diesel fuel for County vehicles for an additional two (2) year period commencing August 4, 2012, and concluding August 3, 2014, for an amount not to exceed \$700,000.00 per year; so that the County's Purchasing Agent is hereby directed to inform Riggins of the extension; and,

BE IT FURTHER RESOLVED that before any purchase be made pursuant to the said contract, that a certification shall be obtained from the Purchasing Agent of the County certifying that sufficient funds are available at that time for that particular purchase, and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, July 11, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B9

RESOLUTION AUTHORIZING THE SUBMISSION OF APPLICATION FOR DISCRETIONARY AID TO THE NEW JERSEY DEPARTMENT OF TRANSPORTATION IN THE AMOUNT OF \$239,000.00 FOR EMERGENCY STORM REPAIRS-ENGINEERING PROJECT #11-09

WHEREAS, the Office of the County Engineer for the County of Gloucester (hereinafter the "County") has requested authority to submit an application to the State of New Jersey for Discretionary Aid in the amount of \$239,000.00 from the New Jersey Department of Transportation for the Fiscal Year 2012 for Emergency Storm Repair for the August 2011 Storms, Hurricane Irene, and the August 14th Storm (50% of the unfunded 25% balance on FEMA Projects), Engineering Project 11-09 (hereinafter the "Project"); and

WHEREAS, the amount of the application represents fifty percent (50%) of the unfunded twenty-five percent (25%) balance on FEMA projects undertaken by the County, which includes the Project; and

WHEREAS, the State of New Jersey has notified the County of its intent to consider said Discretionary Aid request for the Project, if and when submitted by the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that submission of an application by the County to the State of New Jersey for Discretionary Aid in the amount of \$239,000.00 from the New Jersey Department of Transportation for the Project be, and the same hereby is, authorized and approved; and,

BE IT FURTHER RESOLVED that the Freeholder Director, and Clerk of the Board, are hereby authorized and directed to execute any and all applications, agreements (Form SA-96), and all other required necessary documents required to seek and obtain from the State of New Jersey Discretionary Aid for the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on July 11, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

B9

2012

New Jersey Department of Transportation
Resolution, Application, and Agreement for
State Aid to Counties and Municipalities

Name of Sponsor: County of Gloucester, Office of the County Engineer

Mailing Address: Office of Government Services, Bldg. "A"
1200 N. Delsea Drive
Clayton, NJ 08312-1000

E-mail Address: yyvoltaggio@co.gloucester.nj.us

Federal Tax Identification Number: 216-000-660/000
(Must be inserted by Sponsor)

Program (only check one):
 County Aid
 Local Aid Infrastructure Fund (Discretionary Aid)
 Municipal Aid
 Bikeway
 Centers of Place
 Safe Streets to Schools
 Other (Specify) _____
 Bridge Bond Act

Sponsor Priority No. _____ (Prioritized by Program) Total Center Line Municipal Road Mileage _____

BE IT RESOLVED, that application is hereby made to the Commissioner of Transportation for an allotment of aid for the improvement of:

Emergency Storm Repair for the August 2011 Storms Hurricane Irene (DR-4021) & August 14th Storm (DR-4033) / 50% of the un funded 25% on FEMA Projects.
(Project Name)

From: _____

To: _____

in the Municipalities of County Wide County of Gloucester

State of New Jersey at various locations or such portion thereof as may be approved by the Commissioner of Transportation. The total cost estimate for these improvements are \$1,914,952.53. The Sponsor requests \$239,000.00 in State funds and anticipates contributing \$239,717.88. AND BE IT RESOLVED that any aid received as a result of this application will only be used for eligible costs for the project.

Type of Improvement (Check only major type of work)

Resurfacing
 Roadway Reconstruction
 Surface Treatment
 Traffic Signal Installation
 Intersection Improvement
 Bikeway
 Culvert (Less than 20 foot span)
 Bridge (20 foot span or greater)
 Safety Improvement
 Safe Streets to Schools
 Other (Describe Below)

Scope of Work (Provide a detailed written description of the project - use additional sheets if necessary)

This project was for the Emergency Repairs to roadways, roadway embankments, bridges, and drainage structures as a result of the Hurricane Irene Storm (DR-4021) & August 14th (DR 4033) in August of 2011. The projects were partially funded (75%) from FEMA. The County is requesting Discretionary Aid to assist with the remaining unfunded (25%) of these emergency repairs. The remaining cost (the 25%) of these repairs is \$478,717.88. The County is requesting (50%) of this cost be covered by this Discretionary Aid request or \$239,000.00. Attached is a spreadsheet describing the cost of the emergency repairs.

[SUBMIT 3 ORIGINALS OF THIS FORM ALONG WITH 3 LOCATION MAPS AND FOR CENTERS OF PLACE SUBMIT 6 ORIGINALS OF THIS FORM ALONG WITH 6 LOCATION MAPS TO THE DIVISION OF LOCAL AID AND ECONOMIC DEVELOPMENT]

Total Estimated Cost of Improvement (Attach a detailed cost estimate)

Construction Cost (From attached estimate)	\$1,914,952.53
Design Engineering (List only if eligible for Urban Aid or as a Depressed Rural Center)	
Right-of-Way (List only if eligible for Urban Aid or as a Depressed Rural Center)	
Construction Inspection and Material Testing if requesting (15% of the final allowable construction cost maximum)	
Total Estimated Cost	\$1,914,952.53

Project Information

Is utility work planned within the project limits over the next five (5) years? - Yes _____ No X
Is the purchase of right-of-way required before the start of project construction? - Yes _____ No X
Does the project intersect a State Highway? - Yes _____ No X If yes, which highway? _____
If Yes, is the intersection signalized? - Yes _____ No _____
Is there a railroad crossing within the project limits? - Yes _____ No X
Is there a railroad crossing 100 feet outside of the project limits? - Yes _____ No X
Will the construction impact traffic across a railroad crossing outside the project limits? - Yes _____ No X

ADDITIONAL FORMS OR DOCUMENTS REQUIRED - ATTACH ONLY THOSE FORMS APPLICABLE TO THE PROJECT

Traffic Signal and/or Channelization - Attach a copy of the "Authorization to Design or Install" N/A

Roadway Project - Attach a copy of "Appendix RD" N/A

Bridge Project - Attach a copy of "Appendix BR" and Appendix RD" N/A

Bikeway Project - Attach a copy of "Appendix BW" N/A

Safe Streets to Schools Project - Attach a copy of "Appendix SS" N/A

Location map - 8 1/2" x 11" only, showing project limits (all information must be clear and legible with street names labeled)

NOTE For projects located within right-of-way or on property owned by other jurisdictions, proof of permission to construct this project must be attached to this form or the project will not be considered for possible funding.

AND BE IT FURTHER RESOLVED that if this application (SA-96 modified) is approved and accepted by the New Jersey Department of Transportation ("the Department"), the Sponsor agrees that:

- It shall arrange for financing of the total cost of the project provided for in this Agreement.
- It recognizes and agrees that continuation of funding under this Agreement is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State revenues or such other funding sources as may be applicable. The Department shall not be held liable for any breach of this Agreement because of the absence of available appropriation.
- In the event that the Department approves funds in an amount less than requested, the Sponsor, at its option, 1) may either rescind this Agreement or 2) continue with the project and assume the entire difference between the total cost of the project and the allotment of State funds or 3) reevaluate the project limits or scope and submit a letter of justification to the Department for approval. In the event the Sponsor rescinds the Agreement, the allotted funds shall revert to the source of the funding.
- The Sponsor must notify the Department of its rescission of this Agreement within thirty (30) days of the expiration of the agreement or subsequent extensions. Not meeting this requirement will result in future grants being provided on a reimbursement basis until such time as the municipality demonstrates satisfactory performance in awarding construction contracts. This does not apply to the County Aid Program.
- Any purported transfer or assignment of the written obligations of the Sponsor contained herein without prior approval of the Department shall be void.

- f. New Jersey Office of Management and Budget, Circular Letter 05-12, Grant Agreements – Agency Contracts and any supplemental compliance statements by the Department, must be complied with by the Sponsor.
- g. The work to be performed by the Sponsor under this Agreement shall include but not be limited to the following:
1. Preparation of contract drawings and supplementary specifications.
 2. The acquisition of all necessary right-of-way, easements, slope rights and permits.
 3. Construction of the above referenced improvement.
 4. Monitoring and supervising compliance with all provisions of this Agreement.
- h. It shall defend, indemnify, protect and save harmless the State and its officers, agents, servants, and employees from and against any and all suits, claims, demands or damages of whatsoever kind and nature arising out of, or claimed to arise out of, any act, error or omission of the Sponsor, its consultants, contractors, agents, servants and employees in the performance of the work of the project including, but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court cost, counsel fees, settlements, and judgments.
- i. It shall engage a Professional Engineer, registered in the State of New Jersey, for design services on the project. In its agreement for professional services, the Sponsor shall require the provision of professional liability insurance or errors and omissions insurance sufficient to protect against liabilities arising out of the professional obligations performed pursuant to the agreements.
- j. In its agreements for professional and non-professional services, the Sponsor shall require the provisions of public liability insurance and every such policy shall include the Sponsor and State as additional named insureds.
- k. All design work shall conform to the applicable American Association of State Highway and Transportation Officials (AASHTO) design criteria and the Department's Bicycle Compatible Roadways and Bikeways Planning and Design Guidelines. The design of traffic barriers and drainage systems shall conform to the Department's Roadway Design Manual. No deviation shall be allowed without the knowledge of the Department. If there is deviation from those standards, the Sponsor shall accept any and all responsibility for any injury or damage by such deviation to any person or property and shall indemnify the State as outlined in this Agreement. All design shall also conform to the current "Manual on Uniform Traffic Control Devices" published by Federal Highway Administration. Design Exception reports will be prepared for all controlling substandard design elements in accordance with the Department's Design Exception Manual. Design Exception reports shall be certified by a New Jersey licensed professional engineer.
- l. It shall provide maps, reports, detailed plans, supplementary specification and contract documents required by the Department.
- m. All workmanship and materials shall conform to current "New Jersey Department of Transportation Standard Specifications for Road and Bridge Construction" as amended for State Aid.
- n. It is the responsible authority, without recourse to the State, regarding the settlement and satisfaction of all contractual and administrative issues arising out of the procurement entered in support of this funding.
- o. Prior to advertising for bids, the Sponsor shall notify the Department if it intends to substantially change the scope of the project proposed in the Resolution, Application, and Agreement. No substantial change shall be included in the project unless it has been approved by the Department.
- p. Any changes in work after the award of contract shall be documented with a Department approved change order.
- q. Fifteen (15) calendar days prior to advertisement, the Sponsor shall submit the following to the Division of Local Aid and Economic Development:
1. One (1) copy of the contract plans, specifications, engineer's estimate, and engineer's design certification.
 2. Other documents as required.
- r. It shall advertise and award the contract in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40 A:11-1 et. seq.
- s. It shall comply with all applicable Federal, State and Local laws, rules, ordinances and regulations.
- t. Within thirty (30) calendar days of construction bids, unless the Department grants an extension of this time, the Sponsor shall submit the following to the Division of Local Aid and Economic Development.
1. Two (2) copies of the summary of construction bids.
 2. A resolution awarding the contract to the lowest responsible bidder submitting a responsive bid, subject to the approval of the Department.
- u. For municipal grants, the municipality shall award a construction contract for the grant project within twelve (12) months of approval of this Resolution, Application, and Agreement by the Department. The Department in its sole discretion may provide one six (6) month extension after receiving an adopted resolution and justification from the Sponsor at least thirty (30) days prior to the expiration of the grant agreement. The Department in its sole discretion may provide a second six (6) month extension under extraordinary circumstances as defined by NJAC 16:20B1.3(d)5 after receiving an adopted resolution and justification from the Sponsor at least thirty (30) days prior to the expiration of the first six month extension. The Department may cancel the grant agreement if the Sponsor does not award the construction contract by the specified time or if an extension is not requested at least thirty (30) days prior to the expiration of the grant agreement or subsequent extensions; or if an extension of time is not granted.

- v. Cancellation of the grant agreement because a construction contract was not awarded within the time requirements or because an extension of time was not properly requested thirty (30) days prior to grant agreement expiration or subsequent extensions will result in future grant funds being provided on a reimbursement basis until such time as the Sponsor demonstrates it can award a construction contract within the specified timeframes.
- w. Sponsors may voluntarily cancel the grant agreement with written notice thirty (30) days prior to the expiration of the grant agreement or subsequent extensions. Voluntarily canceling the grant agreement with proper notification will result in no penalties on future grants.
- x. Upon prior approval of the Department, it may elect to undertake the work through the use of its own forces when it is deemed applicable and appropriate.
- y. Neither design costs, the costs for acquisition of all necessary right-of-way, easements, slope rights, and permits nor utility costs shall be considered costs of the project for purposes of computation of the allotment of State Aid funds under this Agreement except in special cases approved by the Department.
- z. State participation in the cost of the project shall not exceed the lesser of either 100 percent of the cost of the completed construction work including eligible construction supervision, inspection and material testing, or the original allotment. State participation in inspection and material testing costs combined shall be limited to 15 percent of the eligible construction work cost. The State shall not participate in costs that the Department determines to be beyond the scope of the purposes of the allotment, excessive or otherwise unallowable. The Sponsor shall be afforded an opportunity to challenge this determination at an informal hearing.
- aa. At the discretion of the Commissioner of Transportation, payment of the allotted funds may be made to the project Sponsor in the form of a grant. Grant payments shall be made as follows:
 - 1. For programs administered by the Division of Local Aid and Economic Development, a specified percentage, of the lesser of the eligible award amount or allotment amount shall be paid at the time of concurrence in the award of contract by the Department or the full amount of the allotment shall be paid upon approval of this agreement as determined by the Commissioner. The remaining percentage or balance of funds shall be paid upon submission of a final voucher with supporting information as required by the Department. The final voucher must be submitted to the Department within six (6) months of project acceptance. The Department reserves the right to inspect the work associated with the grant as per N.J.A.C 16:20B-3.2.
 - 2. For County Aid and the Local Bridge Bond Act, the full amount of the annual allotment amount shall be paid upon approval of the Annual Transportation Plan (ATP) and the execution of this Agreement unless the County has demonstrated unsatisfactory performance, whereby funds will be provided similar to municipal grants.
 - 3. If the Sponsor requests, progress payments shall be on a reimbursement basis. It shall request reimbursement from the Department by submitting vouchers supplied by the Department with supporting information as required by the Department. Progress payments of not less than \$50,000 may be made.
- bb. The Sponsor hereby certifies that all allotted funds shall only be spent on eligible costs for the approved project(s) as described in this Agreement.
- cc. In the event allotted funds remain after completion of the work, the remaining funds shall revert to the source of the funding and shall be reallocated by the Department in a manner determined solely by the Commissioner of Transportation.
- dd. In the event that the Department determines that it has reimbursed the Sponsor in an amount in excess of the funds actually due under this Agreement, the Sponsor shall, upon notice from the Department, make timely repayments to the State. Upon failure of the Sponsor to timely repay such funds, the State is hereby authorized by this Agreement to deduct those funds from any monies due the Sponsor under the terms of any agreement between the State, its Departments and Agencies and the Sponsor or to gain reimbursement through any other remedies available at law or equity.
- ee. It shall provide cost certification and maintain financial records relating to all costs for the project in accordance with N.J.A.C. 16:20A or 16:20B, as applicable, and comply with State of New Jersey audit requirements specified therein.
- ff. It shall maintain complete documentation of the project for a period of three (3) years after receiving final reimbursement or payment by the State.
- gg. It shall maintain the completed project in a manner satisfactory to the Department.
- hh. It will comply with Title VI of the 1964 Civil Rights Act.
- ii. Failure to comply with all provisions contained in this Resolution, Application and Agreement may result in the suspension and/or termination of funding.
- jj. Approval as to Form by Certification Process.

Gloucester County Share of FEMA Funding DR-4021 & DR-4033
 DR-4021 Gloucester County (Irene 8/28)

					75% Disbursement
1 Damaged Police Vehicle	9901501	\$	6,604.87	C	\$ 4,953.85
2 EMT and 911 Call Center (Withdrawn)	9901502		VOID	B	
3 Bridge 5-F-4 High Street	9901503	\$	262,671.15	C	\$ 197,003.36
4 Temp Repair High Street Bridge	9901504	\$	1,777.72	B	\$ 1,333.29
5 Bridge 7-H-11, CR 623 Clems Run	9901505	\$	1,822.05	B	\$ 1,366.54
6 Temp Repairs Roadways	9901506	\$	2,520.03	B	\$ 1,890.02
7 Temp Repairs Roadways	9901507	\$	2,269.79	B	\$ 1,702.34
8 Pitman Golf Course Repairs	9901508	\$	60,472.00	G	\$ 45,354.00
9 Temp Repairs Roadways & Bridges	9901509	\$	1,610.95	B	\$ 1,208.21
10 CR 602 Oldmans Creek Rd, CR 694 Monroeville	9901510	\$	4,169.38	B	\$ 3,127.04
11 Temp Repair Bridge 04-J-06 Salina Road	9901511	\$	1,084.50	B	\$ 813.38
12 CR 617, CR 694, CR 667, 08-J-02, 10-K-02	9901512	\$	5,067.98	C	\$ 3,800.99
13 CR 694 Monroeville Rd, CR 607, CR 623	9901513	\$	3,540.43	B	\$ 2,655.32
14 CR 688 Harrisonville, CR 623 Harrison Twp Bridge 06-H	9901514	\$	3,821.54	B	\$ 2,866.16
15 CR 732, Bridge 07-P-01, Bridge 10-K-03	9901515	\$	1,411.24	A	\$ 1,058.43
16 16 Bridge Repairs	9901516	\$	840,492.84	C	\$ 630,369.63
Total DR-4021		\$	1,199,336.47		\$ 899,502.35

DR-4033 Gloucester County Public Works (8/14 event)

1 Wolfart Station Road Catch Basins	9901501	\$	62,880.94	C	\$ 47,160.71
2 Temp Repairs, Bridge 8-H-05, CR 823 CMU	9901502	\$	5,215.05	B	\$ 3,911.29
3 Repairs CR 663, Tanyard Road	9901503	\$	6,814.02	C	\$ 5,130.77
4 Temp Repairs, CR 663, CR 627, CR 650	9901504	\$	1,199.10	B	\$ 899.33
5 Towing	9901505	\$	1,530.95	B	\$ 1,148.21
Total DR-4033		\$	77,640.06		\$ 58,250.30

Hendrickson Mill Bridge Demo / Pipe Replacement Fema 4033

1 Demolition / Stabilization PW # 9901516 FIPs # 015-59015-00		\$	\$330,847.00		\$ 248,135.25
2 Pipe / Road Replacement		\$	\$307,129.00		\$ 230,346.75
Total		\$	\$637,976.00		\$ 478,482.00
		\$	1,914,952.53		\$ 1,436,234.65

Projects Cost / Not Completed

25% Remaining Cost	\$	478,717.88
Requested Amount from Discretionary Aid	\$	239,000.00

B10

RESOLUTION AUTHORIZING A CONTRACT WITH BUD CONCRETE, INC. IN THE AMOUNT OF \$130,000.00 FOR COUNTY ENGINEERING PROJECT #12-08

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the construction of the County's roadway improvement project known as "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, Gloucester County," Engineering Project #12-08 (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on July 06, 2012; and

WHEREAS, after following proper public bidding procedure, it was determined that Bud Concrete, Inc. (hereinafter "Bud"), with an office address of 133 Sewell Road, Sewell, New Jersey, was the lowest responsive and responsible bidder to construct the Project, as set forth in the specifications for the Project, for a total contract amount of \$130,000.00; and

WHEREAS, the County's Purchasing and Engineering Departments recommend the award of a contract to Bud for the Project in the amount of \$130,000.00; and

WHEREAS, the contract for the Project is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A 40A:11-1, et seq.; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for this contract in the amount of \$130,000.00, pursuant to C.A.F. #12-05862, which amount shall be charged against budget line item C-04-12-012-290-12214.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, and Clerk of the Board, be and are hereby authorized and directed to execute a contract with Bud for the Project in the amount of One Hundred Thirty Thousand Dollars and Zero Cents (\$130,000.00), per the prices submitted in its bid, and contingent upon approval by the NJ Department of Transportation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 11, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
BUD CONCRETE, INC.**

THIS CONTRACT is made effective this 11th day of **July, 2012**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **BUD CONCRETE, INC.**, with offices at 133 Sewell Road, Sewell, New Jersey, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all the labor, equipment and materials required for the construction of the County road improvements project known as: "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, Gloucester County", Engineering Project #12-08 (hereinafter the "Project"); and

WHEREAS, Contractor represents that it is qualified to perform said work by providing all labor, equipment and materials necessary for the Project, and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **COMMENCEMENT OF SERVICES.** Contractor shall commence work on the Project upon the County issuing a Notice to Proceed to the Contractor; and the Contractor shall complete all work required for substantial completion of the Project within one hundred eighty (180) days after the issuance of the Notice to Proceed.

2. **COMPENSATION.** Contractor shall be compensated in the amount of **\$130,000.00** for all labor, equipment and materials required to construct the **Project**, as per the Specifications issued by the County identified as **12-08** (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications, which are incorporated herein in their entirety, and made a part hereof by reference. The Contractor shall construct the Project in accordance with the Specifications, and the Bid, which is also incorporated herein by reference.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Specifications, as well as all applicable laws and regulations.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Contractor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Contractor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Contractor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Contractor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Contractor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Contractor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this

Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Contractor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or permit held by Contractor, or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Specifications, if any, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the subcontractor or assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor shall maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey, and the Specifications. Contractor shall, simultaneously with the execution of this Contract, deliver certificates of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to provide the labor and materials that Contractor is required to provide in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that

event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below, [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

The County's Alternative Dispute Resolution procedure is as follows:

- A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

- B. **Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.

- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

15. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. CHANGES. This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other governmental or quasi-governmental entity, agency or department having jurisdiction pertaining to the performance of Contractor's work.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an agent of the County.

20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

21. **BINDING EFFECT.** This Contract shall be binding on the undersigned, and their successors and assigns.

22. **CONTRACT PARTS.** This Contract consists of this Contract document, the Specifications, and the Bid, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the Bid, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this 11th day of **July, 2012.**

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

BUD CONCRETE, INC.

By: _____

(Please Print Name)

B10

Office of the County Engineer
 County of Gloucester
 Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, Gloucester County
 Public Works Project #12-08

Bid Date: Friday, July 06, 2012 Bid Time: 10:00 am

SUMMARY OF BIDS



SPECIFICATION NO. 12-08

Item No.	Description	Approx. Quantity	Unit	bidder 1 of 4		bidder 2 of 4		bidder 3 of 4		bidder 4 of 4	
				Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price
1	Mobilization	1	L.S.	\$2,000.00	\$2,000.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$3,000.00	\$3,000.00
2	Construction Layout	1	L.S.	\$3,000.00	\$3,000.00	\$1,600.00	\$1,600.00	\$1.00	\$1.00	\$5,000.00	\$5,000.00
3	Clearing Site	1	L.S.	\$5,000.00	\$5,000.00	\$1,700.00	\$1,700.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
4	Excavation	200	C.Y.	\$8,000.00	\$40.00	\$4,000.00	\$20.00	\$4,000.00	\$20.00	\$25.00	\$5,000.00
5	9" x Variable Height Concrete Vertical Curb	1,000	L.F.	\$40,000.00	\$40.00	\$42,000.00	\$42.00	\$30,000.00	\$30.00	\$42.00	\$42,000.00
6	Concrete Sidewalk, 4" Thick	1,200	S.Y.	\$45,600.00	\$38.00	\$72,000.00	\$60.00	\$72,000.00	\$60.00	\$68.00	\$81,600.00
7	Detectable Warning Surface	70	S.Y.	\$8,400.00	\$120.00	\$14,700.00	\$210.00	\$300.00	\$300.00	\$200.00	\$14,000.00
8	No Item			\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
9	Concrete Driveway Reinforced, 6" Thick	300	S.Y.	\$16,500.00	\$55.00	\$14,400.00	\$48.00	\$18,000.00	\$60.00	\$68.00	\$20,400.00
10	Topsolling, 4" Thick	50	S.Y.	\$500.00	\$10.00	\$50.00	\$1.00	\$500.00	\$10.00	\$1.00	\$50.00
11	Fertilizing and Seeding, Type A-3	50	S.Y.	\$500.00	\$10.00	\$50.00	\$1.00	\$500.00	\$10.00	\$1.00	\$50.00
12	Straw Mulching	50	S.Y.	\$500.00	\$10.00	\$50.00	\$1.00	\$500.00	\$10.00	\$1.00	\$50.00
Total Bid*				\$130,000.00		\$156,550.00		\$157,701.00		\$176,150.00	

*total revised from bid/math error

Vincent M. Volaggio, P.E.
 Gloucester County Engineer

W:\proj\12-08\Summary of Bids\12-08 Summary of Bids

created: March 30, 2012
 completed:

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE MANTUA TOWNSHIP FIRE DISTRICT FOR THE RESURFACING OF TWO (2) FIRE STATION PARKING LOTS BY THE COUNTY FOR AN AMOUNT NOT TO EXCEED \$40,000.00

WHEREAS, the Mantua Township Fire District (hereinafter the "MTFD") in the County of Gloucester (hereinafter the "County") maintains fire stations in the Township of Mantua (hereinafter the "Township"), as follows: (1) The Jackson Road Station at 191 Jackson Road; and, (2) The Union Avenue Fire Station at 155 E. Union Avenue (hereinafter collectively the "Stations"); and

WHEREAS, the MTFD has need for labor equipment and materials to grade and resurface a parking lot at each of the Stations (hereinafter the "Project") by the County for an amount not to exceed \$40,000.00, with the exact amount paid upon completion of the Project based upon the as-built quantities; and

WHEREAS, the County, through its Department of Public Works, Highway Division, has the capability of providing said labor, equipment and materials required by the Fire District to undertake the Project; and

WHEREAS, the County and the Fire Districts desire to enter into a Shared Services Agreement regarding the Fire District's use of the County's labor, materials and equipment for the grading and resurfacing of the Stations' parking lots with an estimated amount of \$40,000.00 with the exact amount to be paid by the Fire District to the County upon completion of the Project based upon as-built quantities, 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, such Shared Services Agreement will be for the term of one (1) year, with the Project estimated to be completed on or before December 31, 2012.

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, be and are hereby authorized and directed to execute the Shared Services Agreement attached hereto between the County and the MTFD providing for the County, through its Public Works Department, Highway Division, to provide all the labor, equipment, and materials required to complete the Project for an amount not to exceed \$40,000.00, with the exact amount to be paid upon completion based upon the as-built quantities as determined by the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, July 11, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B11

**SHARED SERVICES AGREEMENT
BETWEEN THE COUNTY OF GLOUCESTER AND THE MANTUA TOWNSHIP FIRE
DISTRICT REGARDING GRADING AND RESURFACING OF TWO FIRE STATION
PARKING LOTS**

This Uniform Shared Services Shared Agreement (“Shared Services Agreement”) dated this 11th day of July 2012, by and between the **Mantua Township Fire District**, with administrative offices at Jackson Road, Mantua, NJ 08051 and 155 East Union Avenue, Sewell, NJ 08080 (hereinafter the “MTFD”), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey, with offices at 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter the “County”).

RECITALS

WHEREAS, the MTFD, which is located in the Township of Mantua (hereinafter the “Township”) in the County, has need for labor, equipment and materials to grade and resurface a parking lot at two (2) of its fire stations, as follows: (1) Jackson Road Station at Jackson Road; and, (2) Union Avenue Fire Station at 155 East Union Avenue (hereinafter collectively the “Stations”) (hereinafter the “Project”); and

WHEREAS, the County, through its Department of Public Works, Highway Division, has the capacity to provide such labor, equipment and materials for the MTFD in order to construct and complete the Project; and

WHEREAS, the MTFD has requested to the County that it provide the labor, equipment and materials, and thereby to construct and complete the Project; and

WHEREAS, the County is willing and able to supply the labor, equipment and materials required by the MTFD to grade and resurface a parking lot at each of the Stations, i.e., to construct and complete the Project; 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 fire districts, 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 MTFD and the County do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

The County will provide to the MTFD the labor, equipment and materials for the Project, which will include the construction and completion of the Project by the County’s Department of

Public Works, Highway Division. The County reserves its right to recall any labor, equipment or materials that are being used to construct the Project at any time in its sole discretion if the County should require such labor, equipment or materials for its own use.

The County will endeavor to construct and complete the Project on or before December 31, 2012. The County, however, shall only be required to complete the Project hereunder on or before July 10, 2013, so that the scheduling of the work to construct and complete the Project shall be in the County's sole discretion. The County will provide written notice to the MTFD of the date on which it intends to commence grading and paving at each of the Stations. The MTFD shall ensure that each of the parking lots at each of the Stations is ready to be graded and paved on the date that the County intends to commence work.

The MTFD shall make available to the County the parking lots at the Stations on the dates that the County confirms in writing with the MTFD that it will be undertaking work thereon. The MTFD shall ensure that the parking lots remain available for the County to undertake work on same, as part of the Project, until completion of the Project.

The parking lots at each of the Stations shall be clear of any vehicles and debris, and in broom clean condition on the date that the County is to commence work at that particular Stations' parking lot. The MTFD shall ensure at all times that the parking lot at each Station shall remain barricaded, and that no use is made of same, until such time that the County shall notify the MTFD that work has been completed at that particular Stations' parking lot. The MTFD shall ensure that any work that is completed by the County as part of the Project shall remain protected, and secure, until such time as the County has completed entirely its work at each particular Station, as part of the Project.

The MTFD shall be responsible to obtain, including the cost of, any police services required of and from the Township's Police Department for traffic control and detours at, or in the area of, the Project, while the County is undertaking to construct and complete the Project.

The MTFD shall be responsible to obtain, and provide to the County prior to the County commencing any work on the Project, a plan showing all elevations and grades for the parking lot at each of the Stations. The MTFD shall be responsible to obtain such plans, including the cost for any surveying, engineering, or otherwise required to prepare same. The County shall not be required to commence any work on the Project until it has received from the MTFD plans acceptable to the County in its sole discretion containing all the necessary information, including, but not limited to, elevations, grades, or any other information that the County may require in order to undertake work on the Project.

The MTFD shall be responsible to obtain, including any costs for, any and all permits and/or approvals that may be required for the Project from any governmental or quasi governmental department, agency or board prior to the County commencing work on the Project. The County shall not be required to commence work on the Project until such time as the MTFD has obtained, and produced for the County, all required permits and approvals for the Project.

The MTFD shall also be responsible to obtain, including any costs for, any and all required inspections and certificates of approval and/or occupancy for the work on the Project.

B. PAYMENT FROM MTFD TO COUNTY.

In addition to any other costs and expenses that the MTFD shall be responsible for hereunder, the MTFD shall make payment to the County for all labor, equipment and materials required by the County to construct and complete the Project in an amount not to exceed forty thousand dollars and zero cents (\$40,000.00). The exact amount to be paid by the MTFD to the County for constructing and completing the Project shall be determined by the County upon completion by it of the Project based upon the actual as-built quantities required by the County to complete the Project.

If the actual cost to complete the project is estimated by the County to exceed forty thousand dollars and zero cents (\$40,000.00), due to higher than expected labor, equipment or material costs, then the County shall not be required to do any work on the Project that's value exceeds the forty thousand dollars and zero cents (\$40,000.00) amount budgeted by the MTFD for the Project unless the MTFD agrees in writing to pay the County for work on the Project whose value exceeds forty thousand dollars and zero cents (\$40,000.00).

The MTFD shall make payment to the County within thirty (30) days of its receipt of written notice from the County after completion of the work on the Project of the exact amount due and owing to the County based upon the actual as-built quantities, as determined by the County. The County will send a written invoice to the MTFD detailing the hours, materials and equipment used by the County upon completion of the Project, as provided herein, which shall be paid by the MTFD to the County within thirty (30) days of the MTFD's receipt of same.

C. DURATION OF AGREEMENT.

This Agreement shall be effective July 11, 2012, and conclude on the later of: (1) the MTFD making payment in full hereunder to the County, as provided hereunder, for completion of the work on the Project, or (2) July 10, 2013.

D. LIMITATION OF DELEGATION AND LIABILITY; INDEMNIFICATION; INSURANCE.

Neither County nor MTFD 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 providing the labor, materials and equipment to the MTFD to complete the Project, as described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, the MTFD and County hereby specifically agree to indemnify and hold the other 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 them and/or any of their agents, servants or employees in connection with the Project, which is the subject of this Shared Services Agreement.

In no event shall the County be liable for any loss, injury or damage, however arising, except what is set forth herein, and shall not in any account be liable for consequential loss or damage however caused, nor shall the County be liable in any other way for performance of the Project once complete; and the County shall not be liable for any special, incidental, indirect, speculative, remote, punitive, or exemplary damages, whether arising out of or as a result of breach of contract, warranty, tort (including negligence), strict liability, or otherwise arising from, related to, or in connection with, the labor, materials and equipment used for or any work constructed as part of, the Project.

The MTFD and County both represent that both maintain General Liability and all other necessary and appropriate insurances regarding the Project. Simultaneously with the execution of this Shared Services Agreement, the MTFD and the County shall each provide to the other Certificates of Insurance for the relevant policies, and shall provide that each is named as an additional insured on the others policies. The said insurance policies and coverages shall be satisfactory to the County and the MTFD in their sole discretion.

E. COMPLIANCE WITH LAWS AND REGULATIONS.

The MTFD and County agree that they will at their own cost and expense promptly comply with, and cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the Project described in this Shared Services Agreement; and to pay all legal assessments, taxes or public charges, either local, municipal, state or federal, which may be levied regarding the Project.

F. NOTICES.

Any notices and demands required to be given hereunder, shall be given to the parties in writing, and by personal delivery, overnight mail, or regular mail, at the addresses herein set forth, or to such other address as the parties may hereafter substitute by written notice.

G. 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 MTFD, and its 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 MTFD 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.

H. EFFECTIVE DATE.

This Shared Services Agreement shall be effective as of the 11th day of July, 2012, which date shall be considered the commencement date of this Agreement.

IN WITNESS WHEREOF, the County has caused this Agreement to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party passed for that purpose; and the MTFD has caused this Agreement to be signed by its properly authorized representative, and its seal affixed hereto, pursuant to a Resolution of said party passed for that purpose.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

MANTUA TOWNSHIP FIRE DISTRICT

BY: _____
**JOSEPH HAUSS, MANTUA TOWNSHIP
BOARD OF FIRE COMMISSION**



Bill

Mantua Township Fire District

Board of Fire Commission
155 E. Union Ave, Sewell, N.J. 08080
191 Jackson Road, Mantua NJ 08051

Phone# (856) 468-2223

Fax# (856) 468-4242

Larry Haynes, Director
Department of Public Works
1200 N. Delsea Drive
Clayton, NJ 08312

Dear Larry:

This letter is to request a Share Service Agreement with the Gloucester Co Highway Department, to grade and pave the parking lots at the Union Ave Fire Station, 155 E Union Ave Sewell and the Jackson Rd Station, 191 Jackson Rd Mantua N.J.

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

Sincerely:

Joseph Hauss
Mantua Board Of Fire Commission
609-970-4296

Cc: Joe D'Alessandro

RESOLUTION AMENDING THE TERM OF THE DEVELOPER'S AGREEMENT WITH TRIAD ASSOCIATES TO IMPLEMENT THE 2009 NEIGHBORHOOD STABILIZATION PROGRAM

WHEREAS, the County of Gloucester and Triad Associates signed a developer's agreement dated June 24, 2009 to implement the Neighborhood Stabilization Program as per RFP-09-034, dated April 17, 2009; and

WHEREAS, on June 23, 2010 the Gloucester County Board of Chosen Freeholders approved a revision to the grant agreement with the New Jersey Department of Community Affairs (NJDCA) extending the term to June 23, 2012. Likewise this necessitated an extension to the term of the developer's agreement to coincide with the term of the grant agreement; and

WHEREAS, on June 21, 2012 NJDCA executed a revision of the grant agreement further extending the term to December 31, 2012.

NOW THEREFORE, BE IT RESOLVED, by the County of Gloucester that the developer's agreement between the County of Gloucester and Triad Associates shall have a revised term to reflect June 24, 2009 thru December 31, 2012 with liquidation of obligation of funds to be made by March 31, 2013.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 11, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

B13

**RESOLUTION AMENDING THE TERM OF THE 2009 NEIGHBORHOOD
STABILIZATION GRANT AGREEMENT WITH THE NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS**

WHEREAS, the County of Gloucester and the New Jersey Department of Community Affairs (NJDCA) entered into a grant agreement on September 29, 2009 for the Neighborhood Stabilization Program funds for the term May 8, 2009 through September 9, 2010; and

WHEREAS, a prior revision of the grant agreement for an extension of the term to June 30, 2012 was adopted by the Freeholder Board on October 24, 2010; and

WHEREAS, the program has continually been modified and revised in accordance with the recommendations of the NJDCA; and

WHEREAS, the NJDCA has executed a revision to said agreement to extend the term to December 31, 2012.

NOW THEREFORE, BE IT RESOLVED, by the County of Gloucester that the grant agreement between the County of Gloucester and the NJ Department of Community Affairs shall have a revised term to reflect May 8, 2009 thru December 31, 2012 with liquidation of obligation of funds to be made by March 31, 2013.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, July 11, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**RESOLUTION APPROVING THE 2012 ANNUAL ACTION PLAN FOR FUNDING THE
PY 2012 COMMUNITY DEVELOPMENT HOME BLOCK GRANT AND THE
WASHINGTON TOWNSHIP ENTITLEMENT CDBG PROGRAMS**

WHEREAS, the County of Gloucester has prepared its Third Year Annual Action Plan for the County and for the County's HOME Consortium, for the period September 1, 2012 through August 31, 2013; and

WHEREAS, the purpose of the Annual Action Plan is to identify housing and community development needs, and to develop specific goals and objectives to address those needs within a specific program year period; and

WHEREAS, said Plans are a requirement of the U.S. Department of Housing and Urban Development that the County must satisfy in order for the County and the Consortium to continue to receive Federal housing and community development funds; and

WHEREAS, the County of Gloucester has prepared an Annual Action Plan for the Program Year 2012 which includes the applications for funding of the Community Development, HOME and Washington Township Entitlement CDBG Programs, said applications having been duly reviewed and considered, including supporting documentation that accounted for blight in the community, the needs of low and moderate income families, environmental factors, fiscal considerations, and the maintenance of local effort, in Community Development, HOME and Washington Township Entitlement activities.

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

1. The PY 2012 Annual Action Plan, which includes the applications for funding of the PY 2012 Community Development Block Grant, HOME and Washington Township Entitlement CDBG Programs, is hereby approved and the Freeholder Director is hereby authorized and directed to file a copy of said applications with the meeting minutes;
2. It is cognizant of the conditions that are imposed in the undertaking and carrying out of Community Development, HOME and Washington Township Entitlement activities with Federal financial assistance.
3. The Freeholder Director of the County of Gloucester is authorized to execute and file applications for financial assistance for such amounts as the U.S. Department of Housing and Urban Development is willing to make available to carry out the Community Development, HOME and Washington Township Entitlement Programs, and to act as an authorized representative of the County of Gloucester;
4. The Freeholder Director of the County of Gloucester is hereby authorized to provide such assurances and/or certification as required by the U.S. Department of Housing and Urban Development, and also any additional or revised data which may be requested during the review of said applications.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, July 11, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

01

RESOLUTION APPROVING A GRANT AGREEMENT WITH THE STATE OF NEW JERSEY DEPARTMENT OF HEALTH AND SENIOR SERVICES FOR REIMBURSEMENT FROM THE TANNING FACILITIES REGISTRATION AND INSPECTION PROJECT IN AN AMOUNT NOT TO EXCEED \$200.00 FOR EACH FACILITY INSPECTED FROM JULY 1, 2012 TO JUNE 30, 2013

WHEREAS, the County of Gloucester desires to enter into an agreement to conduct the State of New Jersey Department of Health and Senior Service's, Public Health Sanitation and Safety Program, Tanning Facilities Registration and Inspection Project; and

WHEREAS, the County of Gloucester will receive reimbursement from the New Jersey Department of Health and Senior Services, Public Health Sanitation and Safety Program, Tanning Facilities Registration and Inspection Project in an amount not to exceed \$200.00 for each registered tanning facility inspected in the County of Gloucester's jurisdiction with up to 10 sunlamp products, and \$10.00 for each additional sunlamp product at the facility; and

WHEREAS, the Grant period is from July 1, 2012 to June 30, 2013; and

WHEREAS, The County of Gloucester's Department of Health, Senior and Disability Services certifies that the said Grant has been reviewed and meets the standard requirements dated.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester does hereby authorize the Freeholder Director, and Clerk of the Board of Board of Chosen Freeholders to execute an agreement, and any other documents necessary, in order to obtain the reimbursement of the said Tanning Facility Registration and Inspection Project fees from the New Jersey Dept. of Health and Senior Services, Public Health Sanitation and Safety Program.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, July 11, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C1

SIGNATURE PAGE
 ACKNOWLEDGING RECEIPT OF
 GRANT AGREEMENT FOR SPECIAL HEALTH PROJECTS
 BETWEEN THE
 STATE OF NEW JERSEY
 DEPARTMENT OF HEALTH AND SENIOR SERVICES
 PUBLIC HEALTH SANITATION AND SAFETY PROGRAM
 TANNING FACILITIES REGISTRATION AND INSPECTION PROJECT
 AND
 PARTICIPATING LOCAL HEALTH DEPARTMENTS

(Name of Vendor)	County of Gloucester
[Vendor ID Number (Federal Tax ID Number)]	21-6000660
(Remittance Address of Vendor)	P.O. Box 337, Woodbury, NJ 08096
(Name of Vendor Contact Person)	Karen Christian, Fiscal Officer
(Telephone Number of Contact)	(856) 218-9130
(Email Address of Contact)	kchristi@co.gloucester.nj.us

GRANT No.: (For NJDHSS Use Only)

Date:

The New Jersey Department of Health and Senior Services, Public Health Sanitation and Safety Program, Tanning Facilities Registration and Inspection Project will:

Reimburse the Local Health Department \$200.00 for each registered tanning facility inspected in their jurisdiction with up to 10 sunlamp products and \$10.00 for each additional sunlamp product at the facility. The Grant Period covered is from July 1, 2012 to June 30, 2013.

A payment voucher form (PHSS-5) with instructions is available at <http://nj.gov/health/eoh/phaa> under the "Forms" heading.

ROBERT M. DAMMINGER, FREEHOLDER DIRECTOR
 (Print Name of Health Officer/Authorized Official)

(Signature of Health Officer/Authorized Official)

Sign and return to: New Jersey Department of Health and Senior Services
 Public Health Safety and Sanitation Program
 P.O. Box 389
 Trenton, NJ 08625-0389