

DI

**RESOLUTION AUTHORIZING THE PURCHASE OF THE COMMUNITY
EMERGENCY NOTIFICATION SYSTEM FROM GLOBAL CONNECT TO BE USED
FOR THE COUNTY IN THE TOTAL AMOUNT OF \$47,500.00,
FROM AUGUST 1, 2012 TO JULY 31, 2013**

WHEREAS, there is a need for the use of the community emergency notification system (Global Connect) to send mass messages to landline telephone numbers in the event of a disaster, evacuation, etc; and

WHEREAS, the county is permitted to utilize GSA contract for the purchases procured using Homeland Security funds; and

WHEREAS, this purchase will be from FY12 Homeland Security Grant Program, under GSA Number GS-35F-0252X; and

WHEREAS, it has been determined that the County can purchase the emergency notification system for the purposes set forth from Global Connect with offices at 5218 Atlantic Avenue, Mays Landing, New Jersey 08330, for the total amount of \$47,500.00, through GSA number GS-35F-0252X for the period August 1, 2012 through July 31, 2013; and

WHEREAS, the purchasing Agent of the County of Gloucester has certified the availability of funds pursuant in the amount of \$47,500.00, pursuant to C.A.F. # 12-09520, which amount, shall be charged against budget line item G-02-12-181-000-20592.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase the emergency notification system from Global Connect for the County for the hereinabove purpose, for the amount of \$47,500.00, through GSA purchase number GS-27S-0028X for the period of August 1, 2012 to July 31, 2013 with option to extend two additional years.

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, November 7, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

DI

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

Certificate of Availability of Funds

TREASURER'S NO. 12-09520

DATE Sept. 17, 2012

G-02-12-181-000-20592

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Emerg. Resp.

AMOUNT OF CERTIFICATION 47,500.00 COUNTY COUNSEL Thomas Campo

DESCRIPTION: To purchase the service of Global Connect, to use database of telephone numbers to send mass messages to homes in event of disaster, evaluation and emergencies.

VENDOR: Global Connect

ADDRESS: 5218 Atlantic Ave

Mays Landing NJ 08330

J.P. Butk

DEPARTMENT HEAD APPROVAL

APPROVED

[Signature]

PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED

10-26-12

Nov 7th
Freeholder
Meeting

E1

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND WEST DEPTFORD FOR THE PROVISION OF A TRANSPORTATION BUS

WHEREAS, the Township of West Deptford ("Local Unit"), located in Gloucester County, requested loan of a transportation bus on a temporary basis and the County provided the transportation bus through a Shared Services Agreement, executed at the August 3, 2011; and

WHEREAS, the Shared Services Agreement was for the term of one year, August 2011 through July 31, 2012; and

WHEREAS, the Local Unit requested the loan of this transportation bus to provide transportation purposes for the Township of West Deptford be extended until delivery of the replacement bus; and

WHEREAS, the County is willing to enter into a Shared Services Agreement from August 1, 2012 to December 31, 2012 and no payment is required from the Township of West Deptford; and

WHEREAS, N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board be and are hereby authorized to execute a Shared Services Agreement between the County of Gloucester and the Township of West Deptford for the provision of a temporary transportation bus, from August 1, 2012 to December 31, 2012 and no payment is required from the Township of West Deptford.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, November 7, 2012 at Woodbury, New Jersey.

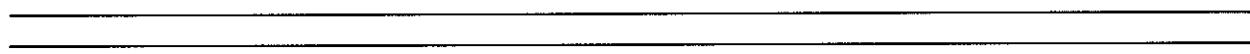


COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK



SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

TOWNSHIP OF WEST DEPTFORD

FOR THE PROVISION OF A TRANSPORTATION BUS

Dated: _____, 2012



Prepared by: Thomas G. Campo,
First Assistant County Counsel

TABLE OF CONTENTS

Recitals3

Paragraph A. Description of the Project and Services3

Paragraph B. Duration of Agreement.....4

Paragraph C. Limitation of Delegation.....4

Paragraph D. Indemnification.....4

Paragraph E. Compliance with Laws and Regulations.....4

Paragraph F. Insurance5

Paragraph G. Remedies5

Paragraph H. No Additional Waiver Implied by One Waiver.....7

Paragraph I. No Personal Liability.....7

Paragraph J. Costs.....7

Paragraph K. Miscellaneous7

Section 1. Amendment.....7

Section 2. Successors and Assigns.....7

Section 3. Severability7

Section 4. Counterparts.....7

Section 5. Entire Agreement8

Section 6. Further Assurances and Corrective Instruments.....8

Section 7. Headings8

Section 8. Non-Waiver8

Section 9. Governing Law8

Paragraph L. Effective Date.....8

SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this _____ day of _____, 2012, by and between the Township of West Deptford, a local unit in the County of Gloucester, State of New Jersey ("Local Unit"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("County").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two South Broad Street, Woodbury, New Jersey 08096;
2. The Township of West Deptford ("Local Unit") is a local unit in the County of Gloucester, State of New Jersey with offices located at 400 Crown Point Road, West Deptford, New Jersey 08086;
3. Local Unit has the authority and responsibility to provide bus transportation within the Township of West Deptford;
4. The County has the authority and numerous buses in connection with transportation for disability persons, elderly individuals and bus service for other residents within the County of Gloucester;
5. The County is going to provide services on a temporary basis to the Local Unit due to an emergency fire with their bus;
6. This Shared Services Agreement shall be in accordance with N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT AND THE SERVICES.

The County shall lend a bus to be used by the Local Unit to provide transportation and for normal purposes for which the Local Unit utilizes their bus service.

Pursuant to this Agreement, the Local Unit agrees to provide insurance for the Freeholders individually and for the County of Gloucester and its departments and will provide a Certificate of Liability Insurance with the County named as insurer, the Freeholders individually and all of its departments.

The terms of this Agreement will govern the interaction between the parties to the exclusion of any other agreement or requirement.

B. DURATION OF AGREEMENT.

This Agreement shall be a temporary agreement until the Local Unit bus is repaired. However, this Agreement shall not go beyond December 31, 2012 or the County of Gloucester and the Local Unit will negotiate a new Shared Services Agreement / Lease or discontinue the Agreement.

C. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by the County, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement, consistent with the terms and provisions of this Shared Services Agreement.

Neither County nor the Local Unit intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the provision of service by the County pursuant to this Agreement.

D. INDEMNIFICATION.

The Local Unit, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester 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 Local Unit'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 Local Unit's failure to provide for the safety and protection of its employees, or from Local Unit's performance or failure to perform pursuant to the terms and provisions of this Contract. The Local Unit'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.

E. COMPLIANCE WITH LAWS AND REGULATIONS.

County and the Local Unit agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.

F. INSURANCE.

Local Unit shall, if applicable to the services to be provided, maintain general liability, automobile liability, Workers' Compensation insurance in amounts, and proof of insurance coverage with a Certificate of Insurance listing, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Local Unit shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

Neither the County nor the Local Unit intends any Agency relationship to be created by this Agreement.

Notwithstanding any such agency relationship which may be created by the Shared Services Agreement Act, the Municipality hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission and/or any negligent or intentional act committed by the Local Unit or any of its agents or employees.

G. REMEDIES.

1. **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 Municipality arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

2. **Contract Performance Pending Mediation.** During mediation proceedings, County shall continue to perform the services described in this Agreement.
3. **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.

4. **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.

5. **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.

6. **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.

7. **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.

H. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

I. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Local Unit or County, in his or her individual capacity, and neither the officers, agents or employees of the Local Unit or County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

J. COSTS.

Use of the vehicle on a temporary basis is complimentary. West Deptford will be responsible for the routine maintenance of the vehicle, gas, oil, etc. In the event this Agreement extends beyond one year the County and West Deptford may negotiate a price and/or continue the Agreement as complimentary. If the parties can not come to an Agreement this Agreement shall become null and void and the vehicle shall be returned to the County of Gloucester.

K. 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 Local Unit and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.

- 5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
- 6. **Further Assurances and Corrective Instruments.** The Local Unit 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.

L. **EFFECTIVE DATE.** This Agreement shall be effective as of this _____ day of _____, 2012, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DI LELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF WEST DEPTFORD

Township Clerk

RAYMOND CHINTALL, Mayor

E2

RESOLUTION AUTHORIZING MODIFICATION RELATIVE TO THE PURCHASE OF NEW JERSEY TRANSIT BUS PASSES FOR CLIENTS OF THE GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES, FOR AN INCREASE IN THE AMOUNT OF \$50,000 FROM SEPTEMBER 1, 2012 TO JANUARY 31, 2013

WHEREAS, as per Division of Family Development Instruction No. 07-7-2, Regulatory Reference: N.J.A.C. 10:90-5.4, a County or Municipal Agency, as appropriate, shall make transportation services available to WFNJ/GA/TANF recipients; and

WHEREAS, recipient clients having no transportation must still travel for purposes such as search for housing; attending mandatory bi-monthly housing workshops; looking for and retaining employment; attending One Stop employment-related activities; and, for medical transportation; and

WHEREAS, participation in such program activities by Social Services' clients is an important part of the effectiveness of the Social Services programs, and the provision of NJ Transit bus passes for program participants will enable them to meet program goals; and

WHEREAS, pursuant to N.J.S.A. 40A:11-5, said bus passes may be purchased from New Jersey Transit without public advertising for bids or bidding, since New Jersey Transit is an agency or authority of the State of New Jersey; and

WHEREAS, the funds for this activity are provided and paid for from a combination of program funds, grant monies and Medicaid; and

WHEREAS, by resolution dated January 18, 2012, the County of Gloucester authorized the purchase of NJ Transit bus passes for the period February 1, 2012 to January 31, 2013 in the amount of \$360,000; and

WHEREAS, the County of Gloucester has determined that a modification is necessary for an increase in the amount of \$50,000 in order to ensure continuation of said transportation services, based on increased client usage.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that modification for an increase in the amount of \$50,000 relative to the purchase of New Jersey Transit bus passes for clients receiving financial and housing assistance is hereby approved, for the purposes and conditions as set forth herein above.

BE IT FURTHER RESOLVED, these services are provided on an as-needed basis and are therefore open-ended; before any purchase be made, a certification must be obtained from the Purchasing Agent of the County of Gloucester 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, State of New Jersey, held on November 7, 2012 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

FI

RESOLUTION AUTHORIZING A STATE CONTRACT #A49131 WITH THE STATE OF NJ TREASURY DISTRIBUTION CENTER FOR JANITORIAL SUPPLIES DELIVERED TO THE COUNTY FOR AN AMOUNT NOT TO EXCEED \$30,000.00 FROM OCTOBER 1, 2012 TO DECEMBER 31, 2012

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the State Contract, without the need for public bidding; and

WHEREAS, the County of Gloucester has determined that there is a need for certain janitorial and disinfectants to be delivered to the County of Gloucester Department of Correctional Services; and

WHEREAS, the County of Gloucester has recommended that said services be provided by State of NJ Treasury State Distribution Center, with offices at PO Box 234, Trenton NJ 08625-0234; and

WHEREAS, the contract shall be for an estimated unit of services, with a minimum contract amount of Zero and a maximum contract amount of \$30,000.00. The contract is therefore open-ended, which does not obligated the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board are hereby authorized to execute the contract between the County of Gloucester and State of NJ Treasury State Distribution Center, for janitorial supplies delivered to the County of Gloucester Department of Correctional Services from October 1, 2012 to December 31, 2012, for an amount not to exceed \$30,000.00 as per State Contract #A49131; and

BE IT FURTHER RESOLVED, before any purchase can be made pursuant to the within award a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at the 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, held on Wednesday, November 7, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

RESOLUTION ACCEPTING BEQUEST IN THE AMOUNT OF ONE THOUSAND NINE HUNDRED NINETY FIVE DOLLARS AND SIXTY TWO CENTS (\$1,995.62) TO THE ANIMAL SHELTER FROM THE ESTATE OF JOSEPH F. FIORELLA AND AUTHORIZING THE EXECUTION OF A REFUNDING BOND AND RELEASE AND APPROVAL OF ACCOUNTING

WHEREAS, the Gloucester County Animal Shelter was named as a beneficiary under the Last Will and Testament of Joseph F. Fiorella, deceased; and

WHEREAS, the Gloucester County Animal Shelter will receive from the Estate the amount of One Thousand Nine Hundred Ninety Five Dollars and Sixty Two Cents (\$1,995.62) which amount represents 25% of the residual estate as bequested by the deceased; and

WHEREAS, a Refunding Bond and Release him and an Approval of Accounting as to the amount of the bequest to Gloucester County must be signed in order for the Estate to release the aforesaid amount; and

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

1. The County of Gloucester, on behalf of the Gloucester County Animal Shelter, gratefully accepts the bequest in the amount of \$1,995.62 from the Estate of Joseph F. Fiorella;
2. The Gloucester County Freeholder Director and by the Clerk of the Freeholder Board are authorized to execute a Refunding Bond and Release and an Approval of Accounting as to the amount of the bequest to Gloucester County in order to receive the distribution amount of \$1,995.62.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 7, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

The undersigned hereby approves the above First and Final Accounting for the Estate of Joseph F. Fiorella for purposes of the amount due to Gloucester County.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

Date: _____

REFUNDING BOND AND RELEASE

GLOUCESTER COUNTY SURROGATE'S COURT

IN THE MATTER OF THE ESTATE OF
JOSEPH F. FIORELLA, DECEASED

Attorney: Marla D. Gaglione, Esquire
Ward Shoemaker, LLC
Address: 36 Euclid Street, Woodbury, NJ 08096
Telephone No.: 856-853-7771

KNOW ALL MEN BY THESE PRESENTS, that I, (GLOUCESTER COUNTY ANIMAL SHELTER), residing at 1200 NORTH DELSEA DRIVE, CLAYTON, New Jersey 08312, herein designated as the Obligor, am hereby held and firmly bound unto Evette Badecki and Joan Santo, Executrixes of the Estate of Joseph F. Fiorella, herein designated as the Obligee, in the sum of ONE THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS AND SIXTY-TWO CENTS (\$1,995.62), lawful money of the United States of America, to be paid to the Obligee or to Obligee's certain Attorney, successors in office or assigns, for which payment well and truly to be made I bind myself, my heirs, executors and administrators firmly by these presents. Sealed with my seal and dated the ___ day of _____, 2012.

The Condition of the above Obligation is such, that whereas the Obligor will presently receive as partial distribution from the Obligee, the sum of ONE THOUSAND NINE HUNDRED NINETY-FIVE DOLLARS AND SIXTY-TWO CENTS (\$1,995.62) in accordance with the Last Will & Testament of Joseph F. Fiorella.

And in Consideration Therefore, the Obligor has remised, released and forever discharged and by these presents does remise, release, and forever discharges the Obligee from all claims and demands whatsoever, in law or in equity, on account of or in respect to the estate of the said deceased and of Obligor's interest therein.

Now, Therefore, the Obligor being a devisee, then and in that case if any part or the whole of such devise shall at any time hereafter appear to be wanting to discharge any debt or debts, devise or devises, which the said Executrix may not have other assets to pay, and if the Obligor will return said devise or such part thereof as may be necessary for the payment of the said debts or for the payment of a proportional part of the said devises, then the above obligation will be void, or else will remain in full force and virtue.

The words "debt or debts" wherever used herein shall be deemed to include all taxes imposed upon or chargeable to the estate or trust or owed by the deceased, including but not limited to Federal, New Jersey, or other State or Sovereignty transfer inheritance, estate, death, transfer and income taxes, together with interest, penalties, costs, expenses and counsel fees, if any.

THE UNDERSIGNED UNDERSTANDS THAT THIS INSTRUMENT AFFECTS THE LEGAL RIGHTS OF THE UNDERSIGNED, AND THAT THE UNDERSIGNED HAS CONSULTED AN ATTORNEY PRIOR TO SIGNING THIS INSTRUMENT OR HAS AFFIRMATIVELY DECIDED NOT TO CONSULT AN ATTORNEY.

Signed and Sealed in the presence of:

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

STATE OF NEW JERSEY, COUNTY OF GLOUCESTER, SS:

I certify that on _____, 2012, _____ personally came before me and acknowledged under oath, to my satisfaction, that he/she is the person named in and personally signed this instrument and he/she signed, sealed, and delivered this instrument as his/her act and deed.

RESOLUTION AUTHORIZING ACQUISITION OF A DEVELOPMENT EASEMENT, AND THE SIGNING OF AN AGREEMENT OF SALE AND OTHER DOCUMENTS NECESSARY FOR CLOSING REGARDING SUCH EASEMENT, ON THE FARM PROPERTY OF BEZR HOMES LLC / NAR FARMS LLC, LOCATED IN THE TOWNSHIP OF EAST GREENWICH, KNOWN AS BLOCK 1102, LOTS 1, 2.01, 2.05, 3, 3.02, 5, AND 7, CONSISTING OF 111.80 ACRES FOR THE AMOUNT OF \$3,130,400.00 (CERTIFIED AT \$28,000.00 PER ACRE)

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

WHEREAS, **BEZR Homes, LLC / NAR Farms, LLC**, having presented themselves as the owners of the land and premises located in the **Township of East Greenwich** (hereinafter the "Township"), and known as **Block 1102, Lots 1, 2.01, 2.05, 3, 3.02, 5, and 7**, on the **Official Tax Map of the Township** (hereinafter collectively the "Property"), which consists of approximately **111.80 acres**; and made application to the County seeking to have the County purchase development easements in the Property; and

WHEREAS, **BEZR Homes, LLC / NAR Farms, LLC**, as the owner of the Property, has indicated a willingness to execute a conditional Agreement of Sale to grant to the County development easements in the Property, and to otherwise fully comply with the provisions of the Act and the Regulations which govern such an easement; and

WHEREAS, such development easements would ensure that the Property remains permanently preserved, and restricted to agriculture uses only, which has been determined to be for the public good; and

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

WHEREAS, the County would be providing the funds through its Farmland Preservation Program for the purchase of the said development easements in the Property in the amount of **\$3,130,400.00**, which is the total purchase price for same; and

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

WHEREAS, the Purchasing Agent for the County has certified the availability of funds in the amount of **\$3,130,400.00**, pursuant to CAF# 12-09469, which amount shall be charged against County budget line item T-03-08-509-372-20548; and

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

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

1. The County be, and the same hereby is, authorized to acquire development easements in the farm premises owned by **BEZR Homes, LLC / NAR Farms, LLC**, known as **Block 1102, Lots 1, 2.01, 2.05, 3, 3.02, 5, and 7**, in the Township of East Greenwich, County of Gloucester, State of New Jersey for the amount of **\$3,130,400.00**.
2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and **BEZR Homes, LLC / NAR Farms, LLC**, in regard to the County's purchase of development easements in the farm premises known as **Block 1102, Lots 1, 2.01, 2.05, 3, 3.02, 5, and 7**, in the Township of East Greenwich, County of Gloucester, State of New Jersey, be,

and the same hereby is, approved; and the signing of same by the Freeholder Director or his designee, and the Clerk of the Board, is authorized and directed.

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

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

ADOPTED at the regular meeting of the Gloucester County Board of Chosen Freeholders held on Wednesday, November 7, 2012, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

CONTRACT TO SELL DEVELOPMENT EASEMENT

BEZR HOMES, LLC / NAR FARMS, LLC

TO

THE COUNTY OF GLOUCESTER

TABLE OF CONTENTS

	<u>Page</u>
1.0. Definitions	6
2.0. Buyer's and Seller's Commitments	7
2.1. Form of Deed	7
2.2. Documents Required for Sale from Seller ...	8
2.2.1. Buyer's Documents Required for Sale.....	8
2.3. Seller's Conditional	8
2.4. Like Kind Exchange	8
2.5. Like Kind Exchange Election	9
2.6. Seller's Costs to Perform.....	9
2.7. Notice of County Disclaimer of Responsibility and Liability.....	9
2.7.1. No Assurances as to Tax Consequences	9
2.7.2. No Reliance on Buyer	9
2.8. Seller's Title and Right of Access.....	10
2.8.1. Subordination of Claims	10
2.9. Seller's Covenants as to Use.....	11
2.10. Seller's Actions Prior to Closing	11
2.11. Seller's Commitment to Cooperate	11
2.12. Assignment of Right of Offer to Sell	11
2.13. Hazardous Substances on the Property	12
2.13.1. Industrial Site Recovery Act/Environmental Cleanup Responsibility Act	12
2.14. Septic system Use	13
2.15. Condemnation Proceedings	13
2.16. Exclusive Agreement.....	13
2.17. No Litigation or Violations Pending	13
3.0. Compensation to Seller.....	13
3.1. Computation of Purchase Price.....	13
3.2. Payment of Purchase Price.....	14
3.3. Easement Effective at Closing	14
4.0. Title Insurance	15
4.1. Evidence of Seller's Title	15
4.2. Actions Necessary to Prove Seller's Title	15
4.3. Extension of Commitment Period	15
4.4. Encumbrances on Title/Property's Size.....	15
4.5. Seller's Performance Required Notwithstanding Title Dispute	15
5.0. Survey of Property	16
6.0. Inspections of the Property	16
7.0. Risk of Loss	16
7.1. Conditions of the Property.....	16
8.0. Indemnification of Buyer for Hazardous Condition of the Property.....	17

8.1.	Indemnification of Buyer for Use of the Property	17
8.2.	Indemnification of Seller.....	17
9.0.	Reduction of Property's Value	17
10.0.	Use of Property After Sale	18
10.1.	No Relief from Restrictions	18
11.	Default by Seller	18
12.	Buyer's Rights on Seller's Default.....	19
13.	Enforcement of Agreement and Easement.....	20
14.	Assignment of Agreement/Transfer of Property	20
15.	Review of Agreement by Seller's Attorney	20
16.	Complete Agreement	20
17.	Location of Closing.....	20
18.	Time for Closing.....	20
18.1.	Delay in Closing by Seller.....	21
19.	No Collusion	21
20.	Notices.....	21
21.	Survivability of Covenants	21
22.	Waiver of Breach.....	21
23.	Governing Law.....	21
24.	Persons Bound.....	22
25.	Seller Entity.....	22
26.	Counterparts	22
27.	Captions	22
28.	Number and Gender	22

CONTRACT TO SELL DEVELOPMENT EASEMENTS

Transaction Summary

SELLER: BEZR Homes, LLC / NAR Farms, LLC, having an address of 33 East Rattling Run Road, Mickleton, NJ, 08056, (hereinafter referred to as the "Seller")

BUYER: THE COUNTY OF GLOUCESTER, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096 (hereinafter "Buyer")

PROPERTY: Lots 1, 2.01, 2.05, 3, 3.02, 5 and 7, Block 1102, in the Township of East Greenwich, County of Gloucester, and State of New Jersey (hereinafter collectively the "Property")

END OF COMMITMENT PERIOD: At Closing.

PRICE PER ACRE: \$ 28,000.00 ASSUMED ACREAGE: Approximately 111.80 acres

ESTIMATED GROSS SALES PRICE: \$3,130,400.00

OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: NONE.

OF EXCEPTION AREAS: 1 (1.00 acre, non-severable)

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

WITNESSETH:

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

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

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

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

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

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

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

WHEREAS, Seller and Buyer wish to permanently preserve and restrict the Property to agricultural use for and in

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

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

1.0. Definitions.

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

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

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

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

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

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

"Development Credit" means an instrument of development potential representative of the number of dwelling units or other designated development opportunities attributed or which might be

attributed, currently or in the future, to the Property by a transfer-of-development-rights ordinance.

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

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

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

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

"IRS" means the Internal Revenue Service.

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

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

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

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

2.1 FORM OF DEED. Attachment A hereto is the Deed of Easement form currently required to be used by the SADC. Seller agrees to

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

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

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

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

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

2.4. LIKE KIND EXCHANGE. Seller may elect to accomplish this sale as part of a like-kind exchange transaction. Seller shall be solely responsible for selecting the exchange property and negotiating its purchase as well as for the preparation of all documents, forms and filings with respect to accomplishing such a

transaction. Such an election shall not relieve or modify Seller's responsibility to perform pursuant to this agreement. The foregoing notwithstanding, nothing shall obligate Buyer to participate in a proposed like-kind exchange if any of the Buyer's advisors (attorneys, bond counsel, auditors or accountants) counsel against Buyer's participation.

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

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

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

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

2.7.2. NO RELIANCE ON BUYER. Seller shall not be entitled to rely on the opinions of Buyer, its staff, agents or employees or

Buyer's advisors -- including Buyer's tax, legal and financial consultants -- with respect to any potential benefits that Seller might realize as a result of this transaction or as a result of Buyer's payment of the purchase price (or any part thereof) on an installment basis. Seller hereby acknowledges and agrees that Seller and Seller's successors, administrators, personal and legal representatives and assigns shall have no claim against the Buyer, its officers, agents, servants and contractors for any damages or otherwise in the event that the tax consequences of this transaction are not as Seller expects.

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

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

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

2.9. SELLER'S COVENANTS AS TO USE. Seller's execution of this

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

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

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

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

2.13. HAZARDOUS SUBSTANCES ON THE PROPERTY. By execution of this

agreement, Seller certifies and warrants to Buyer the following:

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

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

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

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

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

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

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

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

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

acreage of the land to be excepted.

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

a. The acreage which will be restricted by the Deed of Easement shall not include acreage for (i) rights-of-way (or provision for constructing, widening or improving rights-of-way) along any Federal, State, County or Municipal roads which abut the Property; (ii) facilities for the drainage of storm, ground or surface waters or improvements thereto required for the safety of the roads which abut the Property, as determined by the Buyer; (iii) improvements to road intersections which Buyer, the State or Municipality has identified as necessary and (iv) potential improvements to bridges or dams which abut the Property.

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

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

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

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

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

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

4.0. TITLE INSURANCE. The Buyer agrees to be responsible for the

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

4.1. EVIDENCE OF SELLER'S TITLE. Seller shall use its best efforts to provide Buyer with copies of any documents which evidence or confirm Seller's title to the Property which include, but are not limited to, copies of "marked up" title commitments and policies of title insurance. Said documents shall be provided within ten (10) days of the Effective Date of this agreement.

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

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

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

4.5. SELLER'S PERFORMANCE REQUIRED NOTWITHSTANDING TITLE DISPUTE. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's title company and/or surveyor about the size of the Property owned by Seller. Buyer may elect, but is not required, to (a) extend the time for

closing if Seller desires to establish Seller's good title to such portion of the Property deemed not insurable by the Buyer's title company or (b) complete the purchase for that portion of the Property that has been determined by Buyer's title company to be insurable at regular rates.

5.0. SURVEY OF PROPERTY. Seller agrees that as a condition to making this purchase, Buyer shall be entitled to obtain a survey of the Property by the surveyor of Buyer's choice, and at Buyer's expense. Seller agrees to cooperate with the surveyor in all respects. Execution of this agreement shall constitute Seller's authorization to Buyer's surveyors to enter upon the Property as necessary to complete the survey. Seller shall not be relieved from performance notwithstanding Seller's dispute with the determination of Buyer's surveyor about the boundaries of the Property. Seller shall be responsible for providing Buyer with a copy of any survey of the Property in Seller's possession within ten (10) days of the Effective Date.

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

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

7.1. CONDITION OF THE PROPERTY. Seller hereby represents, warrants and certifies to Buyer that the Property is substantially and materially in the condition it was when Seller applied to the Program, and that Seller knows of no existing

circumstance or condition which may impair agricultural use of the Property following closing.

8.0. INDEMNIFICATION OF BUYER FOR HAZARDOUS CONDITION OF THE PROPERTY. Seller hereby indemnifies and holds Buyer harmless from and against any and all claims which may be made by any parties that are involved in this transaction, judgments awarded, penalties assessed or orders entered, which now exist or which may subsequently exist of or pertaining to the discharge of hazardous substances from or onto the Property which discharges were determined to have occurred during Seller's period of ownership. Buyer's acceptance of a Deed of Easement from Seller conveying to Buyer the Nonagricultural Development Rights and Credits and an easement to the Property and Buyer's payment to Seller therefor shall not constitute nor be deemed to be an assumption of liability for any hazardous substances on or discharges from the Property, regardless of whether said discharge occurred or occurs prior or subsequent to closing.

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

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

9.0 REDUCTION OF PROPERTY'S VALUE. Seller acknowledges Seller's understanding that execution of the Deed of Easement and conveyance of the Property's nonagricultural Development Rights and Credits and an easement to Buyer may reduce the value of the Property. Seller agrees that acceptance of Buyer's payment to it, computed in accordance with paragraphs 3 and 3.1, shall constitute full and complete consideration for Seller's execution

of the Deed of Easement. Seller acknowledges and agrees that Seller shall have no further claim for compensation for any loss in value of the Property that may occur subsequent to closing which may be attributable to this sale.

10.0. USE OF PROPERTY AFTER SALE. Neither Buyer nor Seller makes any warranty to the other that economic market conditions will continue to make agricultural use of the Property a viable or profitable choice. Seller understands, acknowledges and agrees that Seller's sale of the Property's Nonagricultural Development Rights and Credits and an easement to Buyer shall permanently and forever restrict the Property to agricultural use regardless of whether Seller or any other person is subsequently able to make profitable use of the Property so restricted and that Seller shall have no claim for additional compensation from Buyer notwithstanding any inability to put or retain the Property for agricultural use.

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

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

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

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

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

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

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

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

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

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

Property in violation of paragraph 2.11 with topsoil approved as to quality by the NRCS.

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

14. ASSIGNMENT OF AGREEMENT/TRANSFER OF PROPERTY. Seller may not sell, transfer or convey the Property, in whole or in part, to any person unless the purchaser, transferee or assignee agrees to comply with and perform in accordance with the terms of this agreement. Seller shall be responsible for providing a writing acceptable to Buyer in which Seller's transferee or assignee agrees to comply with and be bound by the terms of this agreement. Seller may not assign this agreement without the approval of the Buyer, which approval shall not be unreasonably withheld.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SELLER:

BEZR Homes, LLC

BY: _____
Ronald Zeck, Jr.
Sole and Managing Member
BEZR Homes, LLC

Federal Tax ID Number

NAR Farms, LLC

BY: _____
Ronald Zeck, Jr.
Sole and Managing Member
NAR Farms, LLC

Federal Tax ID Number

BUYER:

COUNTY OF GLOUCESTER

BY: _____
ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

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

ATTACHMENT C - FUEL TANK DISCLOSURE

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

Tank No. 1:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 2:

Location:

Contents:

Purpose (use):

Age (in years):

Tank No. 3:

Location:

Contents:

Purpose (use):

Age (in years):

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

All property owners must sign:

SELLER:

BEZR Homes, LLC

BY: _____
Ronald Zeck, Jr.
Sole and Managing Member
BEZR Homes, LLC

Date: _____

NAR Farms, LLC

BY: _____
Ronald Zeck, Jr.
Sole and Managing Member
NAR Farms, LLC

Date: _____

G2

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

Certificate of Availability of Funds

TREASURER'S NO. 12-09469

DATE October 23, 2012

T-03-08-509-372-20548

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$ 3,130,400.00 COUNTY COUNSEL Gus Knestat

Resolution authorizing acquisition of a development easement, and
DESCRIPTION: the signing of an Agreement of Sale and other documents necessary for closing regarding such easement; on the farm property of BEZR Homes LLC/NAR Farms LLC; located in the Township of East Greenwich known as Block 1102, Lots 1, 2.01, 2.05, 3, 3.02, 5, 7 consisting of 111.80 acres for the amount of \$3,130,400.00. (certified at \$28,000.00 per acre).

VENDOR: Presidential Title Agency Inc.

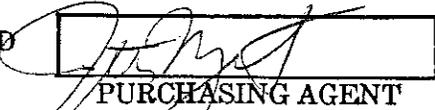
PO Box 1367

ADDRESS: 1546 Blackwood-Clementon Road

Blackwood, NJ 08012



DEPARTMENT HEAD APPROVAL

APPROVED  PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 10-25-12

Nov 7th Meeting

Steven W. Bartelt

Real Estate Appraisal Consultants

PO Box 8169
Turnersville, NJ 08012
856-582-5892

FAX 856-582-3493
Sbartelt22@comcast.net

Invoice No	11925sbGCLP
Date	14 October 2011
Total Due	\$3,100
Project Name	Bezr Farm

ORIGINAL INVOICE

CLIENT NAME:

Gloucester County Office Of Land Preservation
Gloucester County Building of Government Services
1200 North Delsea Dr.
Clayton, NJ, 08312
Mr Ken Atkinson, Director

REMIT PAYMENT TO:

Steven W Bartelt
PO Box 8169
Turnersville, NJ 08012

Description of Activity

Fees Charged

Real Property Appraisal
Gloucester County Farmland Preservation Program

Bezr Homes LLC
Kings Gate West
Approved/Unimproved Residential Subdivision
Kings Highway , Near the Intersection of Tomlin Station Rd
Block 1102, Lots 1, 2.01, 2.05, 3, 3.02, 5 & 7, Tax Map #11
East Greenwich Township, Gloucester County, New Jersey

\$3,100

Total Due

\$3,100

Aut
10-27

Steven W. Bartelt, MAI, SRA

Real Estate Appraisal Consultants

PO Box 8169
Turnersville, NJ 08012
856-582-5892

FAX 856-582-3493
SBartelt22@comcast.net

21 May 2012

Mr Ken Atkinson, Director
Gloucester County Office Of Land Preservation
Gloucester County Building of Government Services
1200 North Delsea Dr
Clayton, NJ, 08312

RE: Bezr Homes LLC, Kings Gate West
Approved/Unimproved Residential Subdivision
Kings Highway, Near the Intersection of Tomlin Station Rd
Block 1102, Lots 1, 2.01, 2.05, 3, 3.02, 5 & 7, Tax Map #11
East Greenwich Township, Gloucester County, New Jersey

Dear Mr Atkinson:

Please find attached revised comments regarding the above captioned farm parcel.

Sincerely,

Steven W. Bartelt, MAI, SRA

EXPANDED ADJUSTMENT COMMENTS = ORIGINAL COMMENTS/EXPANDED COMMENTS - As a result of a meeting which took place on May 14, 2012 the SADC indicated that additional market quantification was needed for my adjustments. I have cited some of my original comments, regarding the adjustments below. I have added additional information where possible and changed some adjustments where needed. While some adjustments can be quantified, others cannot. As a basis for these comments, I am returning to my original appraisal grid. This letter marks the 4th "revision" and in order to avoid confusion on my part I am simply going to reference my original grid.

As I noted at our meeting it is not mathematically possible to arrive at statistically relevant adjustments for the appraisal due to the limited number of samples.

The property owner owns a property, in a township that is highly desirable. The difficulty of the valuation scenario is compounded by the presence of full approvals.

There were two appraisals prepared for the subject parcel. The two reports used divergent appraisal scenarios and a total of 9 comparable sales, for the before value. In addition, I appraised the subject parcel in 2009 for Green Acres. My value at that time was 28% higher than the value indicated in my appraisal report.

Revised Comments - Sales Comparison Adjustments - Before The Easement: All of the comparable sales were vacant land at the time of sale. The comparable sales considered range in size from 17 acres to 57 acres. All of the sales were located within Gloucester County. Two of the sales had preliminary approvals, the others had no approvals. These comments remain true. Sale #1 sold with owner financing which in the current market may not be so unusual. I have made a nominal adjustment for this financing as it was something other than, what may be considered, strictly "cash". There is no way to market abstract this adjustment. I believe that the 5% adjustment noted is a valid adjustment.

With respect to date of sale, all the comparable sales sold in 2009 or 2010. In my opinion, these sales reflect current market conditions and therefore require no adjustment for date of sale/ market conditions.

As I noted in the original appraisal - the subject property is located in East Greenwich Township which typically has a high desirability factor. Due to the overall lack of market activity, the appraiser has considered comparable sales from other areas of the county. Adjustments, in this case, were included for comparable sales #2 and #3. Because these areas are less desirable, Additional support for the original adjustments is noted in the table below. Note that the Clayton adjustment is actually higher than the one utilized in the original appraisal report.

YTD 2011	East		
Data	Greenwich	Monroe	Clayton
SF Avg	\$282,360	\$191,600	\$149,120
SF Median	\$254,900	\$180,000	\$170,000
Overall Avg	\$268,630	\$185,800	\$159,560
% Change		30.83%	40.60%

All of the comparable sales considered, as well as, the subject property, were sold in fee simple title with all development rights remaining. Therefore, we have made it no adjustment based upon

rights conveyed.

In the original report I attempted to only consider sales which had final approval for subdivision at the time of sale, this being the most similar to the subject property. Unfortunately, it was not possible to find any sales in that land category. I used 4 "acreage" sales. You will recall that the SADC reviewer recommended I use "other" sales. When questioned, the reviewer could not list any other applicable sales, but wanted "other" sales. I utilized two of the sales chosen by the other appraiser which further supported my original analysis. These sales were provided to give the SADC a comfort level with my original analysis.

There seems to be agreement on the topic of adjusting sales which have no approvals, or preliminary approvals vs the subject's final approvals. The amount of the adjustment seems to be in question. In the array below, I have combined all 9 of the sales used in both reports. The prices paid are reduced to price per acre. Leaving aside the question of adjustments the pattern seems to be quite apparent. The subject has final approvals and is located in East Greenwich. East Greenwich is one of the more desirable areas in the county.

GROSS PRICES PER ACRE/Net LAND

Sale ID	Location	Apprvd/Imprvd		None	
		Impvts	Subtrctd	Preliminary	Contingent To
NVR Inc	East Greenwich	\$217,890			
Paparone	South Harrison	\$43,126			
Russo	Woolwich Tp				\$20,774
KDM/Vertex	Harrison	\$50,698			
Mipro	Deptford				\$31,947
Previtera	Woolwich Tp			\$29,882	
Fera	Clayton				\$23,448
Florio	Monroe			\$19,377	
Haines	Wool/So Harrish				\$17,114

A final value conclusion for the before value in the \$30's does not seem to contradict the array. In fact, the array would seem to support it.

In my original report, I made an adjustment for zoning on comparable #2. As I noted at our meeting there is no way to market abstract this adjustment. In reflecting on that adjustment it is probably not genuinely warranted since a potential commercial would conflict with the comparables highest and best use.

Adjustments for size are based on the overall size of the parcel. Adjustments were made to comparable sales #2 and #4. These adjustments cannot be supported to a level of statistical relevance due to the small sample size available. It is generally accepted in the appraisal practice that larger volumes or areas sell for lower unit values, and typically smaller overall sizes or volumes sell for higher unit values.

The water/sewer adjustments are incorrect as noted on the original appraisal. The subject does not have public sewer. This was previously noted and corrected.

This letter marks my fourth response to SADC concerns over the subject property. In each of my previous 3 letters, I have tried, apparently unsuccessfully, to alleviate the SADC's concern over my

value conclusion for the subject premises.

I have reconsidered all of my adjustments. As with any appraisal, the adjustment process is subjective. I have provided above, in the original appraisal report, and in the three previous responses to the SADC reviewers as much information as possible to support my value conclusion. Support is all I can provide there is no way to categorically prove an appraisal to any level of statistical accuracy because the process of buying and selling, and the idea of value itself is not a mathematical concept and cannot be reduced to an equation.

In reconsidering my adjustments, I have concluded that the value of the subject, before easement, is \$33,000 per acre. This results in a final value of \$3,762,000. A revised certification is attached.

CERTIFICATION

In conformance with Standards Rule 2-3; I certify to the County of Gloucester that to the best of my knowledge and belief:

In accordance with your request I have appraised the above captioned parcel(s) and certify:

I personally made a field inspection of the property herein appraised. I have also, on October 21, 2011, personally made a field inspection of the comparable sales relied upon in making said appraisal.

The reported analyses, opinions and conclusions are LIMITED only by the reported assumptions and limiting conditions (contained on other pages herein), and are MY PERSONAL, impartial, and unbiased professional analyses, opinions, and conclusions.

The use of this report is SUBJECT TO THE REQUIREMENTS of the Appraisal Institute relating to review by its duly authorized representatives.

I have NO PRESENT OR PROSPECTIVE INTEREST in the property that is the subject of this report, and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement was not contingent upon the development or reporting predetermined results.

My COMPENSATION for completing this assignment IS NOT CONTINGENT upon the development or reporting of a predetermined value or direction in value that favors the cause of the County of Gloucester, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

No one provided significant real property appraisal ASSISTANCE to the person signing this certification.

Steven W. Bartelt, MAI has personally inspected the subject property.

As of the date of this report, Steven Bartelt, MAI, SRA has completed the requirements of the continuing education program of the Appraisal Institute.

Statements of fact contained within this report are true and correct.

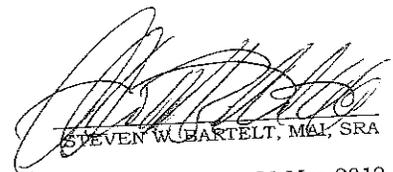
My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

NO CHANGE MAY BE MADE, on any section of this report. Further the appraiser will bear no responsibility for such unauthorized change.

This report is the original work of Steven W. Bartelt. It was created in fixed form for distribution to the County of Gloucester for their EXCLUSIVE USE. It was made for the function of farmland preservation and NOT intended for any other use. The appraiser hereby DISCLAIMS ANY AND ALL LIABILITY for a) use of this report for purposes and/or functions other than the one specifically noted herein and b) use by any person(s) or agencies other than the County of Gloucester.

Valuation of the Conveyance of the Partial Interest	Estimated Value per Acre (\$)	Estimated Total Value Area - 114+/- Net Acs
Before Conveyance	\$33,000	\$3,762,000
After Conveyance	\$5,000	\$570,000
Value of Proposed Conveyance	\$28,000	\$3,192,000


 STEVEN W. BARTELT, MAI, SRA

REAL ESTATE APPRAISAL REPORT
GLOUCESTER COUNTY FARMLAND PRESERVATION
FARM AND RANCH LANDS PROTECTION PROGRAM

SUBJECT PROPERTY IDENTIFIED AS

BEZR HOMES LLC
KINGS GATE WEST

APPROVED/UNIMPROVED RESIDENTIAL SUBDIVISION
KINGS HIGHWAY , NEAR THE INTERSECTION OF TOMLIN STATION RD
BLOCK 1102, LOTS 1, 2.01, 2.05, 3, 3.02, 5 & 7, TAX MAP #11
EAST GREENWICH TOWNSHIP, GLOUCESTER COUNTY, NEW JERSEY

DATE OF REPORT WAS
OCTOBER 3, 2011

IN THE MATTER OF
NJ FARMLAND PRESERVATION
NJ SADC
TRENTON, NJ

CLIENT IDENTIFIED AS
COUNTY OF GLOUCESTER
GLOUCESTER CADB
1200 N. DELSEA DR
CLAYTON, NJ
ATTN: KEN ATKINSON, DIRECTOR

PROPERTY WAS APPRAISED BY
STEVEN W. BARTELT, MAI, SRA



Steven W Bartelt, MAI
REAL ESTATE APPRAISAL CONSULTANTS

PO Box 8169 • Turnersville, NJ 08012
856-582-5892 • FAX 856-582-3493
SBartelt22@Comcast.Net

3 October 2011

Mr Ken Atkinson, Director
Gloucester County Office Of Land Preservation
Gloucester County Building of Government Services
1200 North Delsea Dr
Clayton, NJ, 08312

RE: Bezr Homes LLC, Kings Gate West, Approved/Unimproved Residential Subdivision
Kings Highway , Near the Intersection of Tomlin Station Rd
Block 1102, Lots 1, 2.01, 2.05, 3, 3.02, 5 & 7, Tax Map #11
East Greenwich Township, Gloucester County, New Jersey

Dear Mr Atkinson:

Pursuant to our contract, of I have completed my appraisal of the above captioned property. This report was made for the purpose of estimating the market value, of the development rights as of October 3, 2011. The report was intended to function as an opinion of value in the matter of the so noted estate. This report is for the exclusive use, as requested by the County of Gloucester and NJ SADC.

The report was prepared in conformance with USPAP, and the Code of Professional Ethics, and Standards of Professional Appraisal Practice of the Appraisal Institute.

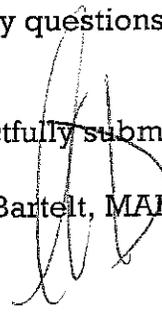
The values reported herein are limited by all of the assumptions and limiting conditions, as well as, the attached certification page, contained within the text of this report. This report was written in agreement with the contract between County of Gloucester, USDA & NRCS and the Appraiser.

The appraiser personally inspected the parcel which is the subject of this report. Analyses, conclusions, and opinions of value are attached in the following pages. The report format which is attached is referred to as a Self-Contained Appraisal Report.

We thank you for the opportunity to be of service to you. If you have any questions please feel free to call at any time.

Respectfully submitted,

Steven W. Bartelt, MAI, SRA



CERTIFICATION

In conformance with Standards Rule 2-3; I certify to the County of Gloucester that to the best of my knowledge and belief:

In accordance with your request I have appraised the above captioned parcel(s) and certify:

I personally made a field inspection of the property herein appraised. I have also, on October 21, 2011, personally made a field inspection of the comparable sales relied upon in making said appraisal.

The reported analyses, opinions and conclusions are LIMITED only by the reported assumptions and limiting conditions (contained on other pages herein), and are MY PERSONAL, impartial, and unbiased professional analyses, opinions, and conclusions.

The use of this report is SUBJECT TO THE REQUIREMENTS of the Appraisal Institute relating to review by its duly authorized representatives.

I have NO PRESENT OR PROSPECTIVE INTEREST in the property that is the subject of this report, and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement was not contingent upon the development or reporting predetermined results.

My COMPENSATION for completing this assignment IS NOT CONTINGENT upon the development or reporting of a predetermined value or direction in value that favors the cause of the County of Gloucester, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

No one provided significant real property appraisal ASSISTANCE to the person signing this certification.

Steven W. Bartelt, MAI has personally inspected the subject property.

As of the date of this report, Steven Bartelt, MAI, SRA has completed the requirements of the continuing education program of the Appraisal Institute.

Statements of fact contained within this report are true and correct.

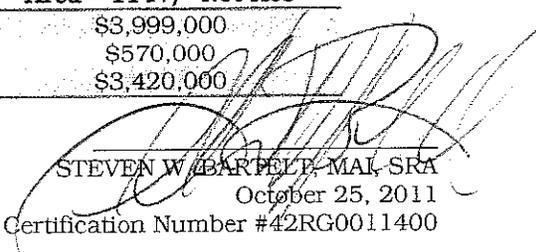
My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

NO CHANGE MAY BE MADE, on any section of this report. Further the appraiser will bear no responsibility for such unauthorized change.

This report is the original work of Steven W. Bartelt. It was created in fixed form for distribution to the County of Gloucester for their EXCLUSIVE USE. It was made for the function of farmland preservation and NOT intended for any other use. The appraiser hereby DISCLAIMS ANY AND ALL LIABILITY for a) use of this report for purposes and/or functions other than the one specifically noted herein and b) use by any person(s) or agencies other than the County of Gloucester.

Valuation of the Conveyance of the Partial Inertest	Estimated Value per Acre (\$)	Estimated Total Value Area - 114+/- Net Acs
Before Conveyance	\$35,000	\$3,999,000
After Conveyance	\$5,000	\$570,000
Value of Proposed Conveyance	\$30,000	\$3,420,000


STEVEN W. BARTELT, MAI, SRA
October 25, 2011

NJ State General Certification Number #42RG0011400

TABLE OF CONTENTS

General Data

Letter of Transmittal..... 2
 Certification..... 3
 Table of Contents..... 4
 Summary of Important Conclusions.....5
 Photos of Subject Property7

Scope of Appraisal & Basic Definitions

Property Identification/Owner Contacts 11
 Purpose of Appraisal..... 11
 Intended Use/Users Of The Appraisal 11
 Property Rights Appraised 12
 Damages/Larger Parcel 12
 Market Value Defined..... 14
 Hypothetical Condition 14
 Assumptions & Limiting Conditions..... 14
 Appraisal Application/Methods Applied 18

Discussion of Subject Property and Related Data

Area/Neighborhood Analysis 21
 Exposure Period 35
 Description of Subject Property 36
 Impervious Cover Calculations 44
 Zoning Data 45
 Highest and Best Use 50

Valuation Section

Valuation of The Subject Parcel - Unrestricted Condition - Before Easement
 Sales Comparison..... 54
 Offerings..... 55
 Unrestricted Land Sales..... 56
 Comments On Adjustments..... 84
 Summary..... 85
 Adjustment Grid..... 83

Valuation of the Subject parcel - Restricted Condition - After Easement
 Sales Comparison
 Review Of Highest And Best Use..... 87
 Restricted Land Sales..... 88
 Comments On Adjustments..... 112
 Adjustment Grid..... 118
 Summary..... 120

Reconciliation..... 120

Index To Appendices

..... 121

1) ZONING MAP	7) SOILS MAP
2) PLAT MAP/MUNICIPAL TAX MAP	Location of Subject & Exception Area
Location of Subject	8) SURFACE WATER QUALITY STANDARDS
Location of Exception/Aerial Photo and	9) APPROVED SITE PLAN
Tax map Overlay	10) CALCULATIONS FOR IMPERVIOUS COVER
3) LOCATION MAP	ALLOWANCE
4) DEED	11) AERIAL PHOTOGRAPH
5) TOPOGRAPHIC MAP	12) DEEDS
6) WETLANDS MAP	13) CITED REFERENCES
Location of Subject & Exception Area	14) QUALIFICATIONS OF APPRAISER

- **The indicated location of the subject parcel on any**
- **of the attached maps is approximate.**

The parcel is of physical size to support a residential subdivision of 87 building lots. Building lots are somewhat impacted by environmental characteristics. Subject parcel has final approval for all 87 lots.

2011 Current Taxes/Assessment: The tax assessments are reported here for general reference. They are not useful in the valuation of the subject property but the reader may find an informative. All of the parcels are located within block 1102.

Lot #	Tax Classification	Improvement Assessment (\$)	Land Assessment (\$)	Total Assessment (\$)
1	3B - Farm Qual	\$0	\$11,100	\$11,100
2.01	3B - Farm Qual	\$0	\$1,600	\$1,600
2.05	3B - Farm Qual	\$0	\$20,200	\$20,200
3	3B - Farm Qual	\$0	\$24,200	\$24,200
3.02	3B - Farm Qual	\$0	\$3,600	\$3,600
5	1 - Vacant Land	\$0	\$43,200	\$43,200
7	3B - Farm Qual	\$0	\$4,700	\$4,700
Total		\$0	\$108,600	\$108,600

2010 Tax Rate/Ratio = \$4.222 per \$100/51.98%

Highest And Best Use:

Unrestricted: Future Residential Sub-Division/Development
 Restricted: Agricultural or Farm Use/Crop Farm with max impervious cover not to exceed 6.33% or 7.15 acres outside of any exception area.

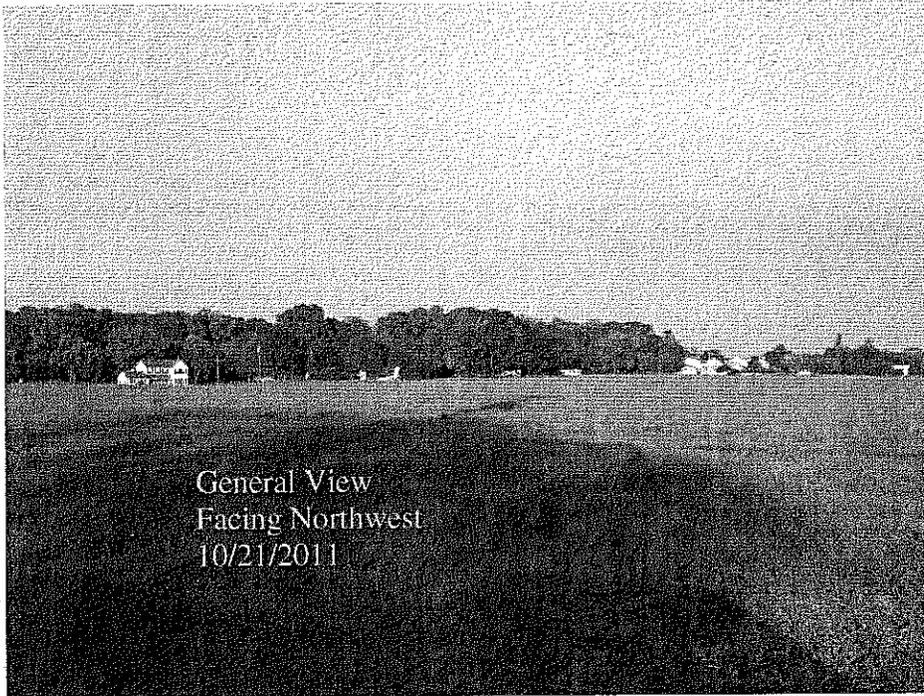
Value Conclusions:

Valuation of the Conveyance of the Partial Inerest	Estimated Value per Acre (\$)	Estimated Total Value Area - 114+/- Net Acs
Before Conveyance	\$35,000	\$3,999,000
After Conveyance	\$5,000	\$570,000
Value of Proposed Conveyance	\$30,000	\$3,420,000

Effective Date Of Report:

October 3, 2011

PHOTOS OF SUBJECT PROPERTY



General View
Facing Northwest
10/21/2011



General View
Facing Northwest
10/21/2011



SCOPE of WORK
BASIC CONCEPTS AND DEFINITIONS

Under the Scope of Work Rule an appraiser must:

1. identify the problem to be solved;
2. determine and perform the scope of work necessary to develop credible assignment results; and
3. disclose the scope of work in the report.

An appraiser must properly identify the problem to be solved in order to determine the appropriate scope of work. The appraiser must be prepared to demonstrate that the scope of work is sufficient to produce credible assignment results.

Credible assignment results require support by relevant evidence and logic. The credibility of assignment results is always measured in the context of the intended use.

An appraiser must gather and analyze information about those assignment elements that are necessary to properly identify the appraisal, appraisal review or appraisal consulting problem to be solved.

The scope of work must include the research and analyses that are necessary to develop credible assignment results.

An appraiser must not allow assignment conditions to limit the scope of work to such a degree that the assignment results are not credible in the context of the intended use.

An appraiser must not allow the intended use of an assignment or a client's objectives to cause the assignment results to be biased.

The report must contain sufficient information to allow intended users to understand the scope of work performed.⁶

The following sections develop the appropriate definitions essential to our discussion of value. The notions of purpose, use, (also known as function), intended user, market value, and property rights are discussed.

Associated sections regarding the basic assumptions and limiting conditions of the appraisal are also discussed in this section. These set the appraisal in its proper context. This is then followed by a section on appraisal methods, and those methods thought appropriate for this particular appraisal problem.

The certification, presented previously, is also a key component of this process. Sections critical to the appraisers analysis include:

- Identify the Problem to be Solved
 - Property Identification/Client or Owner Contacts
 - Purpose Of The Appraisal
 - Intended Use & Intended Users Of the Appraisal
 - Effective Date of the Appraiser's Opinions & Conclusions
 - Type of Value/Property Rights Appraised
 - Damages
 - The Larger Parcel

the intended user of this report. Under no circumstances should any other person(s), group, organization or any real estate syndication utilize this report.

Effective Date of Appraisal: The effective date for this appraisal is October 3, 2011. This is an important date and is defined as, *The date at which the analyses, opinions, and advice in an appraisal, review, or consulting service apply.*^{1, 6}

Property Rights Appraised: The ownership of real property consists of several distinct, individual rights. Often this is referred to as the bundle of rights, and may be compared to a bundle of sticks wherein each stick represents a distinct and separate right of ownership. Any or all of the bundle of rights, (e.g. right to sell, or lease, water rights, mineral rights, right of access, hunting and fishing rights, etc..) that make up the ownership, may be sold, leased, or otherwise restricted, either individually or together.

USDA/MRCS/UASFLA – Property rights to be appraised include surface rights including improvements such as homes, barns, hay sheds, and fencing, timber, orchards or other permanent plantings and any irrigation water rights. The irrigation water rights include wells, ditches, reservoirs, ponds and lakes that provide irrigation on the subject property and are legally permitted.⁴⁵

The Client did not provide proper documentation for crop base and or allotments, marketable standing timber, or permanent plantings.

No irrigation equipment such as pivot sprinklers, moveable pipe, tow lines etc. were located in the proposed easement.

NRCS did not provide documentation regarding water rights, i.e. identify the volume of irrigation water rights to be retained for the subject property as necessary to ensure the function of the farmland/ranchland operation and other agricultural conservation values. No Conservation Plan and Easement Baseline Inventory Report Exhibit was prepared.

Irrigation water rights that are legally owned and used on the proposed subject property will be described and valued in the appraisal.

There is no evidence that the irrigation water rights can be removed from the property.

FEE SIMPLE INTEREST - The ownership rights addressed within the context of this appraisal are those vested in a fee simple estate. A fee simple estate (otherwise unencumbered) consists of the entire bundle of rights. It is often 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.*¹

Damages: Damages are taken into consideration above and beyond the part of the real property taken in an eminent domain case. Damages are generally defined as: *In condemnation, the loss in value to the remainder in a partial taking of property. Generally, the difference between the value of the whole property before the taking and the value of the remainder after the taking is the measure of the value of the part taken and the damages to the remainder. Note that different regions of the country and different courts may use terms such as consequential damages and severance damages differently.*¹

There are no damages that occur as a result of the placement of the conservation easement.

The Larger Parcel: The concept of the larger parcel is found primarily in appraisals prepared for eminent domain uses. *It is often a difficult concept to grasp, but it is essential in dealing with the value of a partial taking and an assessment of potential injurious affection or severance damages.*⁴

municipal tax records and does not agree with the actual survey total area of 114.917 acres

Discussion Of Market Value: Market value is the amount in cash, or in terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of appraisal. ⁴⁵

This definition makes no linkage between exposure time and market value. The appraiser therefore invokes the Jurisdictional Exception Rule since this conflicts with USPAP, as recommended. ⁴⁵

Discussion Of Hypothetical Condition: Is defined as that which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in the analysis.¹

A hypothetical condition may be used in an assignment only if:

- Use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
- Use of the hypothetical condition results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions. ¹

In accordance with UASFLA appraisal standards, I am inserting a hypothetical condition into this appraisal: When considering the after easement condition, the appraisal is based upon the conservation easement being in place; and I am taking into account any effects on value that may be created by the conservation easement.

Statement Of Limiting Conditions And Basic Assumptions: Every appraisal has a set of limiting conditions and basic assumptions. The Uniform Standards of Professional Appraisal Practice requires that such items be included. The Standards however do not dictate the precise content for each and every appraisal. Each and every appraisal is different. To place a "standard", pre-printed set of assumptions and limiting conditions on every appraisal would be ludicrous. We do use a "basic" set of statements that are customized to the individual appraisal at hand. Each and every appraisal will have some variation on this basic set of general limiting conditions and basic assumptions. More importantly the limiting conditions and basic assumptions place the appraisal in its' proper context. Differences in valuation often stem from variations within these conditions and assumptions. These assumptions consider mechanical systems, ADA, hazardous waste, title, encumbrances, zoning, liability, hazard issues, and may other important concepts. Each should be carefully considered. The limiting conditions and basic assumptions for this report are:

This Appraisal Report was prepared by Steven Bartelt, MAI, SRA for the exclusive use of County of Gloucester, USDA & NRCS. The information and opinions contained in this Report set forth Mr. Bartelt's best judgment in light of the information available at the time of the preparation of this Report. Any use of this Appraisal Report by any other person or entity, or any reliance or decisions based on this Appraisal Report is the sole responsibility of the third party. Mr. Bartelt accepts no responsibility for damages suffered by any third party as a result of reliance on or decisions made or actions taken based on this Report.

The appraiser assumes no responsibility for matters of a LEGAL NATURE affecting the property appraised or the TITLE thereto, nor does the appraiser render any opinion as to the Title, which is ASSUMED to be good and marketable.

NEITHER ALL NOR ANY PART of this appraisal report, OR COPY thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without the previous, written consent and approval of the appraiser. Nor shall the appraiser, firm or professional organization of which the appraiser is a member be identified without the previous, WRITTEN CONSENT AND APPROVAL of the appraiser.

Statements, which require an INTERPRETATION OF THE LAW, i.e., conformity, zoning, zoning compliance etc, are based on the appraisers observation and his own judgment and common sense. The appraiser is not an attorney at law and legal questions are answered, when asked, for valuation purposes only and should not be considered legal opinions.

LIABILITY of the appraisers and their employees is limited to the fee collected for the preparation of the appraisal. There is no accountability or liability to any third party whatsoever.

The estimate of market value is based upon the assumption that the subject property has a MARKETABLE TITLE, free of liens, clouds and the like.

The appraisal is further based upon the assumptions that there exist, to the subject property, NO HIDDEN OR ADVERSE CONDITIONS, easements, encroachments nor any environmental hazards. No environmental impact study was either requested or performed on the subject property, to the best of the appraisers knowledge.

The appraiser makes this appraisal on the premise that all UNDERGROUND FUEL AND OIL tanks have been eliminated and taken off-site. Should underground fuel tanks exist EVIDENCE SHOULD BE submitted that the tanks are not leaking product into the surrounding soil. Should such tanks leak petroleum product into the surrounding soil then there may be significant negative value considerations.

Areas that are WATER COVERED or are OVERGROWN with vegetation and are not directly observable are considered to be normal.

Many of the dimensions specified in the attached report are rounded for the express purpose of real property valuation. For this reason NONE of the numerical data should be taken in a STRICTLY LITERAL sense.

In this appraisal assignment the existence of potentially hazardous material was not observed by me; nor do I have any knowledge of the existence of such materials on or in the property. Such materials may include but are not limited to, ASBESTOS, RADON, LEAD, UREA-FORMALDEHYDE, and/or TOXIC OR INFECTIOUS ORGANISMS or WASTE, These materials would not be discovered by the type of inspection typically made in appraisal assignments. Further the appraiser is not qualified to detect such substances. The presence of these hazardous substances or other potentially hazardous materials in/on the subject parcel would have a negative effect on the value of the property. I urge County of Gloucester, USDA & NRCS to retain an expert in this field.

It should be noted that Gloucester County contains several HAZARDOUS WASTE SITES as indicated by the current edition of the Site Status Report. These sites were those which were identified and defined by the NJ DEP. The appraiser is not an expert in toxic waste disposal and can only incorporate known facts of a secondary nature. It is recommended that all parties should satisfy themselves as to the acceptability of the site in question. For a current listing of all sites the reader should contact NJ DEP and request a copy of the most recent version of the Site Remediation Program, Site Status Report, or consult the DEP website or consult a qualified hazardous waste expert.

Access by NRCS and partners to the easement area will be or may be provided to restore, maintain and monitor the purpose and function for which the easement was placed. This access has not been mapped or provided to the appraiser. Therefore, I can make no determination regarding this issue.

Application & Methodology: Scope of Analysis refers to the amount and type of information researched and the analysis applied in an assignment. Scope of work includes but is not limited to the following: ⁶

- 1) the degree to which the property is inspected or identified
- 2) the extent of the research into physical or economic factors that could affect the property
- 3) the extent of the data research
- 4) the type and extent of analysis applied to arrive at opinions of value or conclusions.

The level of reliability declines as you move from the most comprehensive report format, the self-contained, to the summary, to the least reliable, the restricted use. The attached report is a self-contained appraisal report.

Briefly stated the specific USPAP requirements for a self-contained appraisal report are:

state the identity of the client and any intended users, by name or type;

state the intended use of the appraisal;

describe information sufficient to identify the real estate involved in the appraisal, including the physical and economic property characteristics relevant to the assignment;

state the real property interest appraised;

state type & definition of value and cite the source of the definition;

state the effective date of the appraisal and the date of the report;

describe the scope of work used to develop the appraisal;

describe the information analyzed, the appraisal methods and techniques employed, and the reasoning that supports the analyses, opinions, and conclusions; exclusion of the sales comparison approach, cost approach, or the income approach must be explained;

state the use of the real estate existing as of the date of value and the use of the real estate reflected in the appraisal; and, when an opinion of the highest and best use was developed by the appraiser, describe the support and rationale for that opinion.

Clearly and conspicuously:

clearly and conspicuously: state all extraordinary assumptions and hypothetical conditions; and state that their use might have affected the assignment results;

include a signed certification in accordance with Standards Rule 2-3. ⁶

There are other standards rules which apply to all appraisal reports. Briefly they are:

Each written or oral real property appraisal report must:

(a) clearly and accurately set forth the appraisal in a manner that will not be misleading;

(b) contain sufficient information to enable the intended users of the appraisal to understand the report properly; and

(c) clearly and accurately disclose all assumptions, extraordinary assumptions, hypothetical conditions, and limiting conditions used in the assignment.

Each written real property appraisal report must contain a signed certification. ⁶

The appraiser has divided his investigation of the subject property into seven phases. This was once commonly referred to as the Appraisal Framework. The first phase involves the appraiser in discovery and definition of the appraisal problem. Part of this work is establishing the intended use of the appraisal report by the client. The client's intended use of the appraiser's reported conclusions impacts on the appraiser's identification, and development of those reported conclusions. The specific intended use or function of the appraisal report was identified in an earlier section of this report. Basic definitions i.e. market value, are also developed. I have considered the effective date of appraisal, identification of any relevant property characteristics, and the need for any extraordinary, or hypothetical conditions, or assumptions. All of this material is reported in the above sections.

comparable sales by a considering various elements. Adjustments are then applied to the sale price of the comparable of each comparable property. Through this comparative procedure, the appraiser estimates the value defined in the problem identification as of a specific date.

Factors such as income multipliers and capitalization rates may also be extracted through sales comparison analysis. In the sales comparison analysis, appraisers consider these data, but do not regard them as elements of comparison. These factors are usually applied in the income analysis.

The direct sales comparison is usually a good indicator of market value provided a sufficient number of similar sales are available from the market. The appraiser must also take into account both quantity and quality when making comparisons. ²

In this particular assignment I have determined that the sales comparison analysis is a valid that would produce reliable results. It is reasonable therefore to include this type of analysis in the appraisal report.

INCOME ANALYSIS produces an estimate of value which is a function of present worth as reflected by the discounted worth of the future income. It usually carries the most weight in an income producing property provided stabilized cash flows are reliable. Invalid cash flow or operating cost data create inaccuracy in the method and result in unfounded estimates of market value. Applied properly the income analysis considers the property as the investor might, by analyzing the income, expenses and expected returns. This analysis estimates the value of the subject based on its merits as an income producer to the owner.

The textbook definition is, A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and reversion) into property value. This conversion can be accomplished in two ways. One year's income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

This method identifies the income stream, the expenses, the cash flow, the discount or capitalization rate and the market value of the subject based on its income history and potential. The various methods of capitalization are complex and are not easily generalized.

In this particular assignment I have determined that income analysis is not a valid that would not produce reliable results. The subject parcel has no stabilized income stream and is unlikely to have one in the near future. Therefore, there is nothing to capitalize into a value estimate. It is reasonable to exclude this type of analysis.

The COST analysis is based upon the principle that a buyer would probably pay no more for an existing structure, in terms dollars, than it would cost to replace or reproduce the same structure in the same or similar area. The cost analysis is based on the understanding that market participants relate value to cost. In the cost analysis, the value of a property is derived by adding the estimated value of the land to the current cost of constructing a reproduction or replacement for the improvements and then subtracting the amount of depreciation (i.e., deterioration and obsolescence) in the structures from all causes. Entrepreneurial profit may be included in the value indication. This analysis is particularly useful in valuing new or nearly new improvements and properties that are not frequently exchanged in the market. Cost techniques can also be employed to derive information needed in the sales comparison and income capitalization es to value, such as the cost to cure items of deferred maintenance.⁶

The standard text definition is, A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive, deducting depreciation from the total cost, and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised. ¹

The current cost to construct the improvements is typically derived from cost estimation manuals. Depreciation is often measured through research and the application of specific procedures. Land value

**Population and Population Density by Southern NJ County & New Jersey, 2000 & 2010
 Ranked by Density for 2010 from Highest to Lowest
 Percent Gain or Loss Based on Comparison of 2000 to 2010**

County/State	Area (Sq Mi)	Resident Population		Population per Square Mile		Gain Loss
		Census 2000	Census 2010	Census 2000	Census 2010	
New Jersey	7,354.2	8,414,378	8,791,894	1144.2	1195.5	+4.49%
Southern NJ	3,593.4	2,263,528	2,422,041	629.9	674.0	+7.0%
Camden County	221.3	507,911	513,657	2295.5	2321.5	+1.13%
Ocean County	628.8	510,916	576,567	812.6	917.0	+12.85%
Gloucester County	322.0	255,701	288,288	794.1	895.3	+12.74%
Atlantic County	555.7	252,547	274,549	454.5	494.1	+8.71%
Burlington County	798.6	423,400	448,734	530.2	561.9	+5.98%
Cape May County	251.4	102,326	97,265	407.0	386.9	-4.94%
Cumberland County	483.7	146,442	156,898	302.8	324.4	+7.14%
Salem County	331.9	64,285	66,083	193.7	199.1	+2.80%

As noted in the table above the population for Gloucester County has experienced growth over the past four decades, some 50%+/- . In comparison to regional data, growth in the County has been much more rapid than the averages for the State and the other Southern Counties. This is best illustrated when the population change rates for the County are compared to those of the South Jersey area, and the State as a whole.

Year	Gloucester	So Jersey	NJ State
00-10	12.74%	7.0%	4.5%
1990-00	10.69%	8.6%	8.9%
1980-90	15.1%	12.4%	5.0%
1970-80	15.8%	17.6%	2.7%

DISTRIBUTION OF REAL PROPERTY BY CLASS: Another aspect of County activity may be noted by an examination of the types of real property found in the County and the trends within each of these property classes. Property classes are assigned by the State Division of taxation and tracked by the local municipal assessor. This type of analysis aids other aspects of the appraisal analysis, i.e., what is the subject market, supply and demand trends.

Noted below is a chart detailing the distribution of real property by taxation class. Each property class is listed below followed by the number of parcels contained in that class for tax years 2003, 2008 and 2010. I have calculated the percent changes (Δ) for the period from 2003 to 2010.

This chart and others like it are useful in correlating different kinds of property within the County to draw certain conclusions about activity in real property. Like most appraisal information it lives in the past, and the trends indicated and should be treated as historical. These trends are expected to continue. The reader, however, should treat conclusions based on historical trends as possible future occurrences and not guaranteed ones. Therefore, the numbers themselves are presented as supporting data and represent recently compiled data. The most important feature is the trend over time.

During the late 1980s, the number of permits began to drop. This trend followed through into the early 90s. The 1990s was somewhat of a breakeven year with the average annual percent change of permits being approximately -7% +/- . This turnaround during the beginning of the '00's and has continued to date. From 2000 through 2004, the annual percent change was plus 9%. The 2010 data is indicative of the worst year for total overall permits in more than two decades. This table illustrates the latest decline of new construction. This trend was wide-spread and typical of the region for these time periods.

BUILDING PERMITS ISSUED			
YEAR	SNGL FMLY	TOTAL	Δ % in Total
2010	335	471	-45.55%
2009	612	865	+9.50%
2008	741	790	-14.13%
2007	882	920	-24.10%
2006	1021	1141	-44.28%
2005	1882	2075	+1.84%
2004	1638	2050	+10.92%
2003	1560	1859	+6.66%
2002	1680	1743	+6.61%
2001	1338	1635	+50.96%
2000	1294	1337	-29.63%
1999	1310	1527	+19.06%
1998	1175	1287	+9.53%
1997	1151	1175	+11.16%
1996	1018	1057	+20.39%
1995	878	878	-29.13%
1994	1192	1239	-05.13%
1993	1265	1306	+8.11%
1992	1164	1208	+09.32%
1991	1018	1105	-05.47%
1990	1147	1169	-45.57%
1989	2012	2148	-24.58%
1988	2372	2848	- - - -
Average	1247+/-	1452+/-	

Based upon the data presented here, the appraiser believes that Gloucester County will continue its growth spurt at lower levels as vacant land disappears. The majority tax burden is expected to be increasingly carried by the residential homeowner. The effective tax rates will continue to rise.

Major roadways coming into and out of the County include the New Jersey Turnpike, Interstate 295, Atlantic City Expressway, US Highways Routes 322 & 30; State Highways Routes 42, 55, 47, 45, 77 and other county roads. The Commodore Barry Bridge located along US Route 322 connects Gloucester County to Pennsylvania.

The appraiser feels that Gloucester County, in comparison to the regional area, can be expected to fare better than most other county-wide areas. Growth for the area, especially commercial or industrial growth will have to hurdle not only economic concerns, but also increasing government regulations. Capital (mortgage) rates are remaining at low levels but obtainable credit is still difficult. Certainly, we can expect single digit rates to prevail for some time to come, as we can expect the current economic downturn to continue.

the Camden, Salem and Vineland-Millville-Bridgeton labor areas, with gains concentrated in retail trade, leisure & hospitality, employment services and educational & health services.

Across the region, job losses are likely in local and state government. Government on both levels could reduce staff over the remainder of the year to trim costs. The largest losses are likely to occur in local government due to the many layoffs announced by school districts and municipalities across the region.

Recent Economic Developments

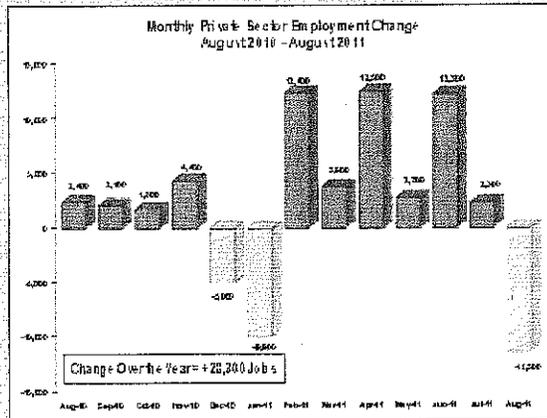
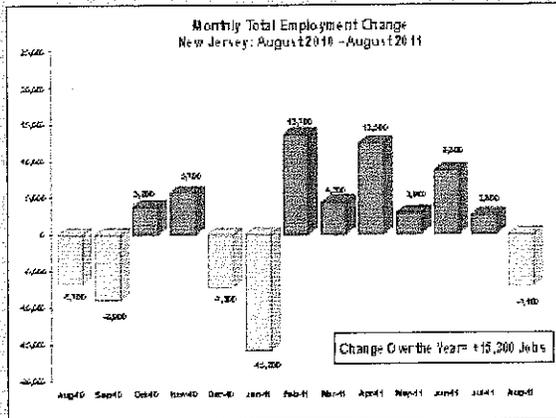
⌘ A **highway reconstruction project** is currently underway along two sections of **I-295**. One section extends from Exit 24 in Deptford Township (Gloucester County) to Exit 32 in Cherry Hill Township (Camden County) and the other section runs through Burlington County from Exit 45 in Westampton Township to Exit 57 in Bordentown Township. In both sections, the main concrete roadbed is being removed and replaced with asphalt. The highway and shoulders are also being widened along the work zone in Burlington County. In addition to the work on the highway itself, several overpasses will be rebuilt and the on and off ramps will be lengthened where necessary. Work on the section in Camden and Gloucester counties started in June 2009 and is expected to be completed by July 2012. Reconstruction of the Burlington County section began in February 2010 and is expected to be completed in November 2011. About 200 construction workers are currently working on this project.

⌘ **Harrah's Entertainment** officials indicate they will give the **Claridge Hotel** a \$20 million facelift. With a design based on New York City's Empire State Building, the 24-story Atlantic City hotel's re-brick façade is being refurbished and its 500 rooms made over with new furniture and fixtures.

⌘ **Somers Point** (Atlantic County) officials have approved plans for a \$12.7-million **hotel complex** on MacArthur Boulevard. Expected to open by Memorial Day 2012, the 104-room hotel complex will include an indoor swimming pool and a restaurant.

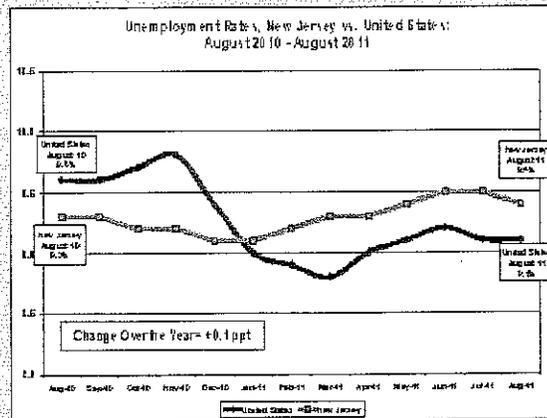
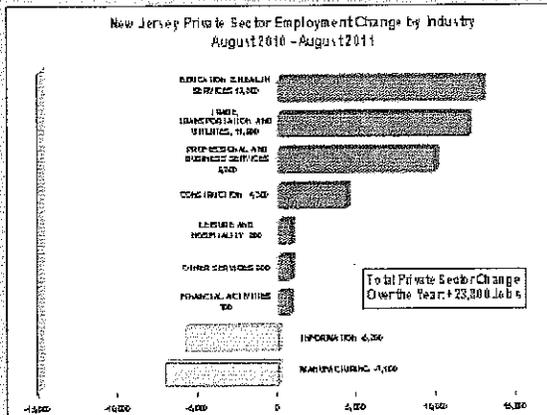
Pinnacle foods moved into its new headquarters in Cherry Hill (Camden County) in September. The company acquired Birds Eye foods in 2009 and needed a larger building to accommodate the firm's growing workforce. The company recently added 90 employees at its Cherry Hill location including 50 workers transferred from the former Birds Eye headquarters in Brighton, NY and 40 new hires. The Pathmark food store in Millville (Cumberland County) is scheduled to close in October as the chain reorganizes by closing unprofitable locations. The store's 81 employees will be laid off.

New Jersey Economy at a Glance: August 2011



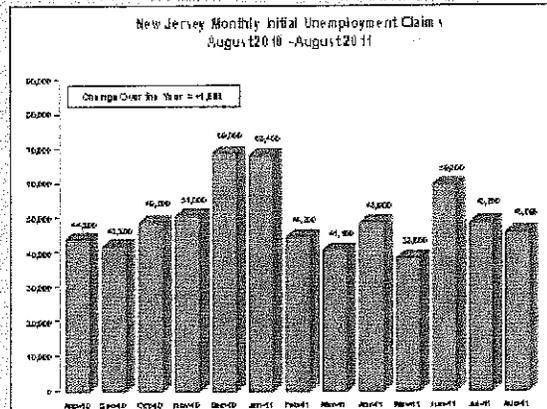
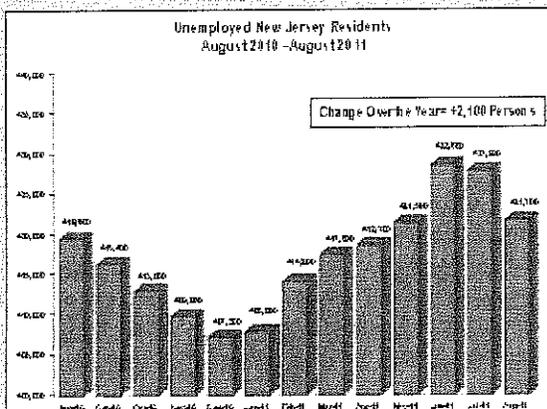
7,100 Total Nonfarm Job Loss in August

11,300 Private Sector Job Loss in August



23,800 Private Sector Job Gain Over the Year

Unemployment Rate Edges Lower to 9.4%



interspersed. East Greenwich Township was not rapidly developed during the construction boom of mid 80's. There are only a few newly developed areas currently in the township.

The major highways which cut through the Township includes US route 130, Interstate Route 295, and NJ Turnpike (no interchange). US Route 322 passes to the south. Many of the "in Township" roadways are Gloucester County roads.

DEMOGRAPHICS: As noted in the table below the population has experienced some change over the past three decades. This is more vividly illustrated when the population change rates for the Township are compared to those of the Gloucester and other surrounding regions. Those areas compared included the eight southern NJ counties, Gloucester County, and NJ as a whole; the comparisons are presented below:

POPULATION DATA		
Year	Population	% Change
2010	9555	75.97%
2000	5430	3.3%
1990	5258	23.4%
1980	4144	53.8%
1970	3280	-----

COMPARISON TABLE OF POPULATION CHANGE RATES				
Year	Township	County	South NJ	NJ Total
90-00	3.3%	10.7%	8.6%	8.9%
80-90	23.4%	15.1%	12.4%	5.0%
70-80	53.8%	15.8%	17.6%	2.7%

DISTRIBUTION OF REAL PROPERTY BY CLASS: One additional way to understand changes in the market area is to make a periodic review of the tax list. Assessors keep track of the four classes of real property and the assessments of these properties. While this is not a good method for valuing individual properties, it is adequate to discover certain trends taking place in the market area.

Noted below is a chart detailing the distribution of real property by taxation class. Each property class listed below is divided into two sections, 1) the number of individual tax line items and associated trends (percent change), followed by 2) the portion which each class contributes to the total assessed value (%valuation) and the current indicated trend based on the change in percent contribution. In general, note that each tax line item may or may not represent individual blocks and lots, some "tax lines" contain numerous lots, and parcels are not always classified as to use, i.e., a commercial lot with a residential house could be listed under residential, and not commercial. Vacant land would include all types, residential, commercial, etc . . .

Gloucester County towns not only saw dramatic doubling and tripling of populations, but multiple fold increases in new construction activity. New construction here appears to have had good and bad times but not explosive times. Growth in population has mirrored itself in the growth of new housing.

Growth, in new construction, has grown continually since the 1992-1993 period, but fell off in 1997, and subsequently started another growth spurt. It appears to have made a stable recovery, representing increasing development pressure.

Noted below is a table, which details the number of building permits issued, as total permits, and those for single family, residential. The reader will note that most of the permits have gone for single family, residential development. East Greenwich has maintained a 10+ year average of 7.59% of all county new construction, reasonable for a township that contains 4.56% of all county area. Note also that the total percent of county construction has crept up over the past few years indicating growing demand. Although, the depressed market conditions will erode much of the recent progress.

BUILDING PERMITS ISSUED

Year	East Greenwich Twp		Gloucester County		% of County Total
	Sngl Family	Total	Sngl Family	Total	
2010	85	91	498	716	12.71%
2009	175	175	612	865	20.23%
2008	219	219	739	788	27.79%
2007	206	206	882	920	22.39%
2006	108	173	1021	1141	15.16%
2005	169	169	1883	2100	8.04%
2004	107	107	1638	2050	5.22%
2003	4	4	79	79	5.06%
2002	71	71	1680	1743	4.07%
2001	81	81	1338	1635	4.95%
2000	27	27	1294	1337	2.02%
1999	37	37	1310	1527	2.42%
1998	49	49	1175	1287	3.81%
1997	16	16	1151	1175	1.36%
1996	42	42	1018	1057	3.97%
1995	21	21	878	878	2.39%
1994	15	15	1192	1239	1.21%
1993	10	10	1265	1306	7.66%
1992	13	13	1163	1208	1.08%
1991	3	3	1018	1105	0.27%
Mean	72.9	76.45	1091.7	1207.8	7.59%

* the right-hand column compares total Township permits to total County Permits

Closed Sites with Remediated Contamination

157932	207860	101 HARMONY ROAD
92280	130291	104 E COHAWKIN ROAD
355662	439082	109 GAUNT DRIVE
165195	217058	10 EAST TOMLIN STATION ROAD
435338	546935	144 WEST WOLFERT STATION ROAD
169611	222907	144 WOLFERT STATION ROAD EAST
73870	G000036309	168 KINGS HIGHWAY
204951	269547	242 LANDING ROAD
221922	289837	254 GENESEE ROAD
425999	533200	263 DOGWOOD TERRACE
75686	G000045016	267 DOGWOOD LN
179787	235541	290 KINGS HIGHWAY
221911	289825	306 BARNEY HAWKINS ROAD
178074	233347	433 CEDAR LANE
226880	296213	437 CEDAR LANE
352678	435288	438 CEDAR LANE
227825	298104	439 CEDAR LANE
173978	228220	542 HEREFORD ROAD
411058	514941	724 UNION ROAD
121552	253756	72 78 MANTUA ROAD
367182	454168	74 HARMONY ROAD
87344	G000061001	7 MANTUA ROAD
216867	283243	91 MYRTLE AVENUE
30774	005132	AGWAY ENERGY PRODUCTS
154092	243836	ATLANTIC FIVE GREENWICH LLC
65374	G000028935	BERKELEY ROAD
71001	G000007326	CC OMEGA CORPORATION
8030	023577	MANTUA CREEK PUMP STATION
57144	033644	MECHA DRAULIC SERVICE INC
57870	033606	WARRINGTON MILL DAM SITE

Value trends are expected to continue a downward slide. Over the longer term, values are expected to level off with no increases expected, as demand catches up with supply. Property values are expected to remain constant or fall.

Overall, East Greenwich Township is a desirable location. It provides good access to local seashore resorts, the city of Philadelphia and other local recreation and business opportunities. The township tax base is heavily dependent upon residential properties and we therefore would expect to have somewhat higher effective tax rates than other similar areas. In the future, the appraiser would expect East Greenwich Township to continue slow growth and expansion.

The appraiser would rate East Greenwich Township in the following manner; A) as a residential location, very good, B) as a commercial location, average and C) as an industrial location, good provided interstate access is at hand.

SUBJECT PROPERTY

Effective Date/Contact With Owner: The appraisal contained herein has an effective date of October 3, 2011. The property was inspected on October 21, 2011. Contact was made by phone wherein we established a mutually convenient time for the inspection.

Interest Appraised: Analysis is divided into two parts; 1) Fee Simple with Development Rights and 2) Fee Simple less Development Rights; the difference is allotted to the Value of the Development Easement. To the best of the appraiser's knowledge and belief the subject property is not currently listed for sale, under contract to sell, nor under any option to purchase agreement.

OWNER OF RECORD: According to the current municipal records lots 1, 2.01, 2.05, 3, 3.02, and 7 are owned by Bezr Homes, LLC, 33 E Rattling Run Rd, Mickleton, NJ 08056 according to a deed recoded in book 3964, on page 292. According to the current municipal records, lot 5 is owned by NAR Farms, LLC, 33 E Rattling Run Rd, Mickleton, NJ 08056 according to a deed recoded in book 40754, on page 125. This ownership was noted in the current municipal tax records. The tax record indicates an alternate address, 716 Nicole Dr, Mickleton, NJ 08056.

General Property Identification: The subject parcel consists of 87 Approved/Unimproved Residential Building Lots, situated in East Greenwich Township, Gloucester County, New Jersey. These lots are also indicated on an unfiled map noted as the site plan.

The subject property is an operating farm with no improvements.

Sales Options: To the best of the appraiser's knowledge and belief the subject property is not currently listed for sale, under contract to sell, nor under any option to purchase agreement.

The appraiser was informed of a previous pending sale. The contract was released to the appraiser. No other offer to sell or listing to sell was known. The municipal offices indicated that the subject is currently approved for residential subdivision. A brief discussion of the contract is presented below.

PREVIOUS PENDING AGREEMENT TO SELL: The appraiser was informed of a previous pending sale. The contract for this sale was provided to the appraiser. The property owner through his counsel, provided to the appraiser and agreement of sale for the subject property, and other properties, which was dated October of 2003. The contract covered parcels located in the Kings Gate, which is divided in 25 separate sections within the contract. The sections were noted as Kings Gate North, Kings Gate West I, Kings Gate West II, Kings Gate East I, and Kings Gate East II. Contract prices for the subject lots or above \$100,000 per approved building lot and range from \$102,000 per approved building lot to \$105,000 per approved building lot. This was signed in October of 2003. It would be the appraiser's opinion that the prices cited in the agreement or appropriate for that time period.

CURRENT OFFER TO PURCHASE: The current offer to purchase was represented by the property owner as follows: The sale would occur in 4 separate closings consisting of 9, 19, 20 and 38 lots, respectively. Amounts to be paid on a per lot basis were \$55,000, \$55,000, \$60,000 and \$65,000 respectively. These were reportedly renegotiated to \$60,000, \$60,000, \$62,500 and \$65,000, respectively.

INTEREST APPRAISED: The subject of this appraisal is the fee simple interest. A fee simple estate (otherwise unencumbered) consists of the entire bundle of rights. It is often 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.*¹

LEGAL DESCRIPTION: The subject property is also identified as and included Block 1102, Lots 1, 2.01, 2.05, 3, 3.02, 5 & 7, as noted on Tax Map #11, as noted on Tax Map #11, situated in East Greenwich Township, Gloucester County, New Jersey.

DELINEATION OF TITLE: OWNERSHIP HISTORY: According to the municipal records the subject property has been under the same ownership, at least since 2005. The parcels were purchased under two deeds.

November 16, 2006. This included an easement area of 120 sq ft.

Deed book 4311, page 326 contained a deed for a sight triangle easement granted to Gloucester County along lot 3. The consideration paid for the easement was \$1. This appeared to not be an arms length sale rather a concession in order to obtain certain approvals. The grantor was Bezr Homes, LLC. The deed date is November 16, 2006. This included an easement area of 390 sq ft.

Deed book 4311, page 328 contained a deed for a sight triangle easement granted to Gloucester County along lots 2.01 & 3. The consideration paid for the easement was \$1. This appeared to not be an arms length sale rather a concession in order to obtain certain approvals. The grantor was Bezr Homes, LLC. The deed date is November 16, 2006. This included an easement area of 231 sq ft.

Deed book 4311, page 330 contained a deed for a sight triangle easement granted to Gloucester County along lot 3. The consideration paid for the easement was \$1. This appeared to not be an arms length sale rather a concession in order to obtain certain approvals. The grantor was Bezr Homes, LLC. The deed date is November 16, 2006. This included an easement area of 107 sq ft.

Deed book 4311, page 332 contained a deed for a sight triangle easement granted to Gloucester County along lot 3. The consideration paid for the easement was \$1. This appeared to not be an arms length sale rather a concession in order to obtain certain approvals. The grantor was Bezr Homes, LLC. The deed date is November 16, 2006. This included an easement area of 157 sq ft.

The ownership history presented is not a title report. Do not rely on this information. The Client should obtain a complete title report.

Site Dimensions Shape and Area: The subject is identified as Kings Gate West, owned by Bezr Homes LLC, and NAR Farms, LLC. This is an approved/unimproved residential subdivision located along Kings Highway, near the intersection of Tomlin Station Rd, also known as Block 1102, Lots 1, 2.01, 2.05, 3, 3.02, 5 & 7, Tax Map #11, situated in East Greenwich Township, Gloucester County, New Jersey. These lots are also indicated on an unfiled map prepared by FPPE Consulting Engineers. Approvals include both preliminary and final.

LAND DESCRIPTION: The subject parcel consisted of 7 contiguous parcels. These are subdivided into 87 approved building lots. The lots front on an unimproved roadway located to the east of Tomlin Station Rd situated in East Greenwich Township, Gloucester County, New Jersey. According to the Site Plan the total area is 114.917 acres. Each lot is summarized in the chart below with areas derived from the tax record. The areas derived on the site plan may be different. The site plan would be considered correct in cases of discrepancy. The subject property has paved frontage along Kings Highway.

Lot	Frontage Kings Hwy	Overall Area*
1	0'	21.4 Acs
2.01	230'	2.88 Acs
2.05	1319'	34.88 Acs
3	1214'	40.46 Acs
3.02	150'	6.15 Acs
5	0'	3 Acs
7	0'	7.91 Acs

* Information in this chart is abstracted from municipal tax records and does not agree with the actual survey total area of 114.917 acres

TOPOGRAPHY is noted on the appropriate topographic map, enclosed in the appendix, as well as actual field inspection. The appraiser did not perform a land survey as part of this appraisal assignment. Rather the topographic maps were reviewed prior to the physical inspection and certain geographic elements are noted here.

Attached in the appendix is a copy of the Topographic Map.

Woodstown-Glassboro complex, 0-2% slopes (WokA), prime farmland

SPECIFIC SOILS TYPES DISCUSSION - Below is a discussion of the various soil types, which are believed present on the subject property. The soil types have been described using a general description for each of the individual Soil Series, followed by a specific description of the soil type. The reader should understand that the appraiser is not a soil scientist and has incorporated information obtained from the Soil Survey for Gloucester County, New Jersey published by the USDA.

Any information contained within the appraisal concerning the approximate areas of each of the individual soil types either was taken from County documents or was estimated by the appraiser. These areas and descriptions are **used for appraisal purposes only** and should not be applied to any other land decision. Incorrect use of this data will lead to incorrect use decisions. The appraiser is not liable to any third party who uses this information. If the soils and soil types are of any importance, you should proceed with an independent soil analysis provided by a qualified soil scientist.

SOIL SUMMARY TABLE SOIL SUMMARY TABLE

Soil Classification	Appx Acres	% of Subject	County Ttl (Acs/%)
Aura-Sassafras sandy loam (AvtB)	7.7354	6.82%	4,742/2%
Fallsington sandy loam (FamA)	4.3544	3.84%	5,928/3%
Fallsington loam (FapA)	5.5537	4.89%	1,718/0.8%
Freehold sandy loam (FrkA)	31.5862	27.84%	2,300/1.1%
Freehold sandy loam (FrkC)	0.5245	0.46%	981/0.5%
Freehold loamy sand (FrFB)	49.0868	43.26%	8,343/3.9%
Freehold loamy sand (FrFC)	0.0989	0.09%	2,177/1.0%
Woodstown/Glassboro complex (WokA)	14.5239	12.8%	9717/5%
TOTAL Acres Listed on Soils Map	113.4638	100%	-----
TOTAL Acres Listed by Municipality*	115	--	215,500 ^a

NOTES

* - There is an obvious discrepancy concerning the amount of acreage included in the soils study versus that which was recorded on the CADE application. There is no means by which the appraiser can resolve these variations. A formal soil study and survey would

^a The far right column depicts the basis for comparing the subject to the overall county; the 215,500 represents the total acres or 100% of all mapped soil acres in the county.

Soil Importance was indicated above. Soils are divided into three key categories; prime, statewide and unique. Prime Farmland is land that has the best combination of physical and chemical characteristics for producing food, feed, forage, fiber and oilseed crops; and is also available for these uses. It has the necessary soil quality, growing season, and moisture supply needed to economically produce sustained high crops yields, when managed according to acceptable farming methods. Prime Farmlands are not excessively erodible or saturated with water for long periods. They either do not flood frequently or are protected from flooding.

Soils of Statewide Importance are nearly Prime Farmland and economically produce high yields when treated and managed according to acceptable farming methods. Some may produce yields as high as Prime Farmland if favorable conditions are encountered.

Unique Farmland is land other than prime farmland that is used for the production of specific high value food and fiber crops. It has the special combination of soil quality, location, growing season, and moisture supply needed to economically produce sustained high quality and/or high yields of a specific crop when treated and managed according to acceptable farming methods. The below table indicates the concentration of such soils on the subject lands.

water table is greater feet. The assigned Kw erodibility factor is .20. It is nonirrigated land capability subclass 2s. This soil has medium potential productivity for cultivated crops. This soil is prime farmland. This component is not a hydric soil.

Freehold loamy sand (FrfC), 5 to 10 percent slopes. Freehold soils make up 85 percent of the map unit. The parent material consists of glauconite bearing loamy eolian deposits and/or glauconite bearing loamy fluviomarine deposits. The class is medium. The depth to a restrictive feature is greater than 60 inches. This soil is well drained. The slowest soil permeability within a depth of 60 inches is moderately slow. Available water capacity to a depth of 60 inches is moderate, and shrink swell potential is low. Annual flooding is none, and annual ponding is none. The minimum depth to a water table is greater feet. The assigned Kw erodibility factor is .20. It is nonirrigated land capability subclass 3e. This soil has medium potential productivity for cultivated crops. This soil is farmland of statewide importance. This component is not a hydric soil.

Freehold sandy loam, 0-2% slope (FrkA), prime farmland - Freehold soils make up 90 percent of the map unit. The parent material consists of glauconite bearing loamy eolian deposits and/or glauconite bearing loamy fluviomarine deposits. The runoff class is low. The depth to a restrictive feature is greater than 60 inches. This soil is well drained. The slowest soil permeability within a depth of 60 inches is moderately slow. Available water capacity to a depth of 60 inches is moderate, and shrink swell potential is low. Annual flooding is none, and annual ponding is none. The minimum depth to a water table is greater than 6 feet. The assigned Kw erodibility factor is .20. It is non-irrigated land capability subclass 1. This soil has high potential productivity for cultivated crops. This soil is prime farmland. This component is not a hydric soil.

Freehold sandy loam, 5 to 10 percent slopes (FrkC) - Freehold soils make up 90 percent of the map unit. The parent material consists of glauconite bearing loamy eolian deposits and/or glauconite bearing loamy fluviomarine deposits. The runoff class is medium. The depth to a restrictive feature is greater than 60 inches. This soil is well drained. The slowest soil permeability within a depth of 60 inches is moderately slow. Available water capacity to a depth of 60 inches is moderate, and shrink swell potential is low. Annual flooding is none, and annual ponding is none. The minimum depth to a water table is greater than 6 feet. The assigned Kw erodibility factor is .28. It's non-irrigated land capability subclass 3e. This soil has medium potential productivity for cultivated crops. This soil is farmland of statewide importance. This component is not a hydric soil.

Woodstown Glassboro complex (WokA) is classified as a hydric soil typically located in depressions. These soils are poorly drained to very poorly drained having a water table at a depth of 1 foot or less during the growing season if permeability is less than 6.0 inches per hour in any layer within a depth of 20 inches. These soils have a somewhat limited application for dwellings without basements. For dwellings with basements the uses are very limited due to depth of saturation zone. Small commercial buildings are somewhat limited, again due to the depth of saturation zone. In terms of septic disposal systems, these soils are very limited, mainly due to the depth of the saturation zone. These soils have a moderate risk of corrosion for uncoated steel and a high-risk for concrete. The soils may sometimes be referred to as transitional soils between uplands and wetlands. These soils may be identified as a hydric soil, in certain cases.

CALCULATIONS FOR IMPERVIOUS COVER ALLOWANCE
Analysis of maximum Impervious Cover Allowance
For Farm Bill FRPP Easements

*All impervious cover created by the installation of conservation practices as listed in the eFOTG is exempt from the 2% impervious cover limitation.

Landowner Name:	County:	Date:	Init:
Bezr Homes LLC / Nar Farms LLC	Gloucester		

Category	Range	Points	Actual Parcel Data	Score
Percent of easement area with prime and statewide important farmland	>80%	5	98%	5
	70 - 80%	4		
	60 - 70%	3		
	50 - 60%	2		
Population density (per square mile) of municipality in which the parcel resides	>3000	1	563.9	3
	1000-3000	5		
	500-1000	3		
	<500	1		
Parcel size, including non-severable exceptions	<50	5	113	2
	50-75	4		
	75-100	3		
	100-150	2		
	>150	1		
Existing impervious cover, including all exception areas	2% or less	5	none	5
	2% - 5%	4		
	5% - 15%	3		
	15% - 25%	2		
	more than 25%	1		
Proximity to Category I waters	> 1/2 mile	5	>1/8	3
	> 1/8 mile	3		
	< 1/8 mile	1		
	contiguous	0		
Existing operation includes:	Field nursery, sod, hoop houses, greenhouses	5	none	1
	Certified organic lands	3		
	None of the above	1		

MAXIMUM IMPERVIOUS SURFACE LIMITATION (percent): 6.33

approximately 7.15 acres outside of any exception areas

- E. Minimum Side Yard. There shall be a minimum of Thirty-Five (35) feet per any single side yard, with an aggregate side yard total of not less than One Hundred (100) feet for each lot.
- F. Minimum Rear Yard. There shall be a rear yard on each lot of not less than Seventy-Five (75) feet.
- G. Impervious Coverage. The maximum impervious coverage on any lot (to include buildings and permanent structures, driveways and in-ground pools) shall be no greater than Twenty (20) percent.
- H. Building Height. Buildings and other structures shall not exceed Thirty-Five (35) feet.
- I. Minimum Yard Setbacks for Accessory Buildings. Front Yard: Accessory structures shall be prohibited from being placed forward of the rear plane of any dwelling, constructed on the lot. Side Yard: 10 feet. Rear Yard: 10 feet. In the case of accessory buildings used for the care and housing of small animals, than such additional setback requirements as are
- J. Crawl Space / Basement Limitations. The crawl space or basement finish floor elevation shall be set at a minimum of two (2) feet above the seasonal high water table unless meeting Section R405 of the International Residential Building Code, latest New Jersey edition. The seasonal high water table for each dwelling or building shall be determined by conducting a soil boring test witnessed by a designated Township official. set forth under subsection K. "Small Animals", shall be complied with.
- K. Small Animals. Small animals, other than household pets, such as livestock, horses, ponies, cows, sheep, goats, etc., shall be permitted on residential use lots, provided that the following standards are met:
 - a. A minimum lot area of two acres, exclusive of impervious coverage areas, shall be required for the support of the first animal. An additional twenty-two thousand (22,000) square feet shall be required for each additional animal. A maximum of three animals shall be permitted on residential use lots.
 - b. A pen or corral containing at least one thousand two hundred (1,200) square feet, including a stable under a roof of at least one hundred (100) square feet, shall be required for the first animal. Each additional animal shall require another four hundred (400) square feet of open or corral and one hundred (100) square feet of stable.
 - c. No pen, corral or stable shall be closer than thirty (30) feet to any adjacent property line, or closer than seventy-five (75) feet to any neighboring residential structures.
 - d. Stables, pens and corrals, and the areas within and outside of each, shall be built, maintained, cared for and kept clean so as not to create offensive odors, the breeding of flies or other pests or nuisances, or any other unhealthy or unsanitary condition.

Open Space.

1. The minimum upland area required shall be consistent with the requirements as set forth in the recreational sections of this ordinance.
2. The lot area of any lot shall not include wetlands, although the buffer to a wetland, as may be required by the Department of Environmental Protection, may be included in the lot area, provided a minimum upland area of forty (40) feet is available adjacent to the rear of the house to accommodate ancillary structures such as decks, pools, etc.
3. The open space may be offered to the Township for dedication, or to be maintained by a homeowners association.

M. Conservation Alternative Plan. Within the RR Zone, a Conservation Alternative Plan is permitted. The purpose of a Conservation Alternative Plan is to address the management, preservation, and conservation of natural resources and open spaces

(35) feet in height.

(h). Minimum yard setbacks for Accessory Buildings:

Side Yard 10 feet

Rear Yard 10 feet

Accessory structures shall be prohibited from being placed forward of the rear plane of My dwelling constructed on the lot.

5. Upon mutual agreement by and between the developer and the Planning Board, if it is determined that an off-site recreational facility would best serve the interests of the prospective residents of the proposed development, the applicant/developer of a Conservation Alternate Plan shall be permitted to make a contribution in-lieu of all or part of the requirements set forth in Section 16.38.020, by contributing to off-tract recreational improvements pursuant to the terms and conditions as set forth under subsection 16.19.070. Any such contribution in-lieu shall exclude the estimated cost of land, if appropriately provided pursuant to Section 16.60.040.M.3. However, all remaining recreational improvements as described in subsection 16.19.070 shall be included in calculating the recreational in-lieu contribution fee.

RKD-Rural Kings Highway District. §14-11.1 Specific Intent - It is the purpose of this zone to provide areas of the township, currently undeveloped, with the opportunity to continue the historic character into the rural portions of the community while maintaining the architectural character of the older communities of Mickleton, Clarksboro and Mt. Royal.

Permitted Uses.

- a. Agriculture.
- b. Single Family detached dwellings.
- c. Municipal buildings, parks, playgrounds or other township facilities.

Permitted Accessory Uses.

- a. Customary accessory uses.
- b. Private garages.
- c. Private swimming pools, in conformance with section 13-32, Swimming Pools.

Conditional Uses.

DISCUSSION OF HIGHEST AND BEST USE

In the preceding sections the appraiser has developed information about the subject property, from the very general to the very specific. The objective of these previous sections was to analyze the subject property so as to develop a conclusion about the highest and best use, or most probable use, both for the site, as vacant, and the property, as improved.

Highest and best use can be defined in many general terms. A specific definition is stated as, *The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.*¹

A distinction is made in highest and best use analysis, between the highest and best use of the land as vacant, and the highest and best use of the land as improved, if improvements exist on the subject lands. If there are no improvements to the land, or if the function/use of the appraisal is such so as to not consider the improvements then only the highest and best use of the site will be considered.

The definition of the highest and best use of the land or a site as though vacant states, *Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.*¹

In a similar fashion the definition for the highest and best use of the land as improved states, *The use that should be made of a property as it exists. An existing improvement should be renovated or retained as is so long as it continues to contribute to the total market value of the property, or until the return from a new improvement would more than offset the cost of demolishing the existing building and constructing a new one.*¹

Stated in an alternative fashion the four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

Other consequences not implicit in the definition are considerations for:

- 1) The effective date of appraisal may alter or change the conclusion as to highest and best. Conditions on or off site can and do often change with time.
- 2) There may be variations in the conclusions for the site as vacant, and as improved. They may differ completely. Such a difference however does not automatically dictate demolition of, nor change in use of, the existing improvements. A change in land use may not be warranted. It may not be feasible or even legal, in certain instances. Each property has its own unique characteristics.
- 3) Reasonableness should be one of the appraisers chief concerns. The appraiser must exercise a good degree of "reasonableness" in his conclusions. Highest and best use conclusions MAY NOT be solely supported by future acts of individual(s) or event(s). Nor can those conclusions be based upon a combination of occurrences that, while in the realm of possibility, are not fairly shown to be reasonable or probable.
- 4) To lesser extent the appraiser should also consider the function or use to which the appraisal is to be put. Although this often has no impact on the ultimate conclusion to highest and best use it is a consideration inasmuch as it reflects in the scope of the appraisal.

The site and neighborhood have a definite trend toward increasing residential use and development. The location of the parcel is conducive to single family, residential uses.

The population shows a positive trend from 1990 to 2010; with a further increasing trend predicted. Development pressure is expected to remain average, and continue.

Labor Market :

In the second quarter, 1,134 jobs were added to the payrolls of Gloucester County. As a result of these new jobs, the average monthly unemployment rate fell from 10.4% during the first quarter to 9.7% for the second quarter. This steady job creation will help buyer confidence and fuel home purchases down the road. Mortgage rates near 5% should support this trend.

Housing Market :

	Q1' 11	Q2' 11	Q3' 11 (Forecast)
Average Price	\$196,500	\$200,300	↓
# Homes on the Market *	2,838	2,788	↑
# Homes Sold **	394	636	↓
# New Homes Built ***	66	146	↑
Avg # of Days on Market	135	129	↑

* Available as of Jun. 30, 2011.
 ** May not add to total of zip codes

Data by Zip Codes

Zip Code	Average Price	Price Change (1 Year)	Total # Homes Sold (Quarter)	% Change in # Homes Sold (1 Year)	Average Days on Market	% of Asking Price (Sold/List Price)
08012	\$187,200	-6.49%	20	-48.72%	134	94.7%
08020	\$302,600	41.34%	8	60.00%	120	95.9%
08027	\$153,100	-5.08%	10	-23.08%	193	94.1%
08028	\$162,000	-21.28%	40	-2.44%	163	95.7%
08032	\$254,000	77.25%	1	-66.67%	40	101.6%
08051	\$141,900	-20.59%	22	-52.17%	137	93.9%
08056	\$357,000	3.90%	20	5.26%	140	97.1%
08061	\$215,200	-6.43%	12	-29.41%	129	94.4%
08062	\$305,700	-13.77%	36	24.14%	124	95.8%
08063	\$141,800	-4.19%	11	83.33%	113	97.5%
08066	\$92,300	-31.73%	11	-45.00%	53	96.7%
08071	\$159,700	-2.44%	24	-14.29%	123	92.7%
08080	\$206,500	-14.88%	76	-30.28%	125	95.2%
08081	\$393,800	61.39%	5	150.00%	31	96.1%
08085	\$259,800	-4.84%	57	11.76%	133	96.6%
08086	\$177,800	-7.20%	13	-51.85%	128	96.5%
08090	\$202,200	-8.42%	25	66.67%	158	96.0%
08093	\$109,500	-26.01%	15	-50.00%	105	95.3%
08094	\$188,600	-0.16%	96	20.00%	127	95.9%
08096	\$170,500	-4.00%	80	-20.00%	131	96.5%
08097	\$168,500	1.63%	4	-50.00%	143	90.5%
08312	\$158,500	-4.86%	21	-8.70%	89	96.5%
08322	\$180,800	-10.05%	12	-47.83%	172	88.6%
08328	\$149,800	49.80%	2	100.00%	144	97.0%
08343	\$295,300	29.18%	6	-33.33%	149	93.2%
08344	\$137,600	-14.43%	9	50.00%	115	91.2%

The subject parcel is currently listed as qualified farmland. The ultimate highest and best use

DIRECT SALES COMPARISON APPROACH
SALES ANALYSIS UNRESTRICTED
BEFORE EASEMENT

Sales comparison is generally accepted to be one of the most accurate methods of estimating the market value of a real property. This method is predicated on the knowledge that there is an active market for the type of property being appraised and that the market is analyzed using comparable sales which are as similar to the subject, in as many respects, as possible.

This approach is defined as: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison and making adjustments to the sale prices of the comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when an adequate supply of comparable sales are available.

The basis for the subjects indicated or "appraised" value is the analysis of real property, which has sold in the marketplace. The analysis, as carried out, consists of taking comparables listed in the following pages and applying adjustments that yield an adjusted sales price for each individual comparable. The adjusted sales prices are then used as an indicator of market value for the subject property.

The comparables should share similar physical characteristics with the subject property. All factors of similarity and dissimilarity should be weighed as to their contributive value. The estimates of contributive value result in percent adjustments, made to the comparables. All comparables are adjusted to the subject property.

Many of the adjustments found in the adjustment grid, are rather self-explanatory. This grid depicts the characteristics of the comparable properties and the adjustments made. Adjustment numbers that are less than one indicate that the comparable is superior to the subject property; numbers that are greater than one indicate that the comparable is inferior. Adjustments that equal one indicate that the subject and the comparable were rated as equal.

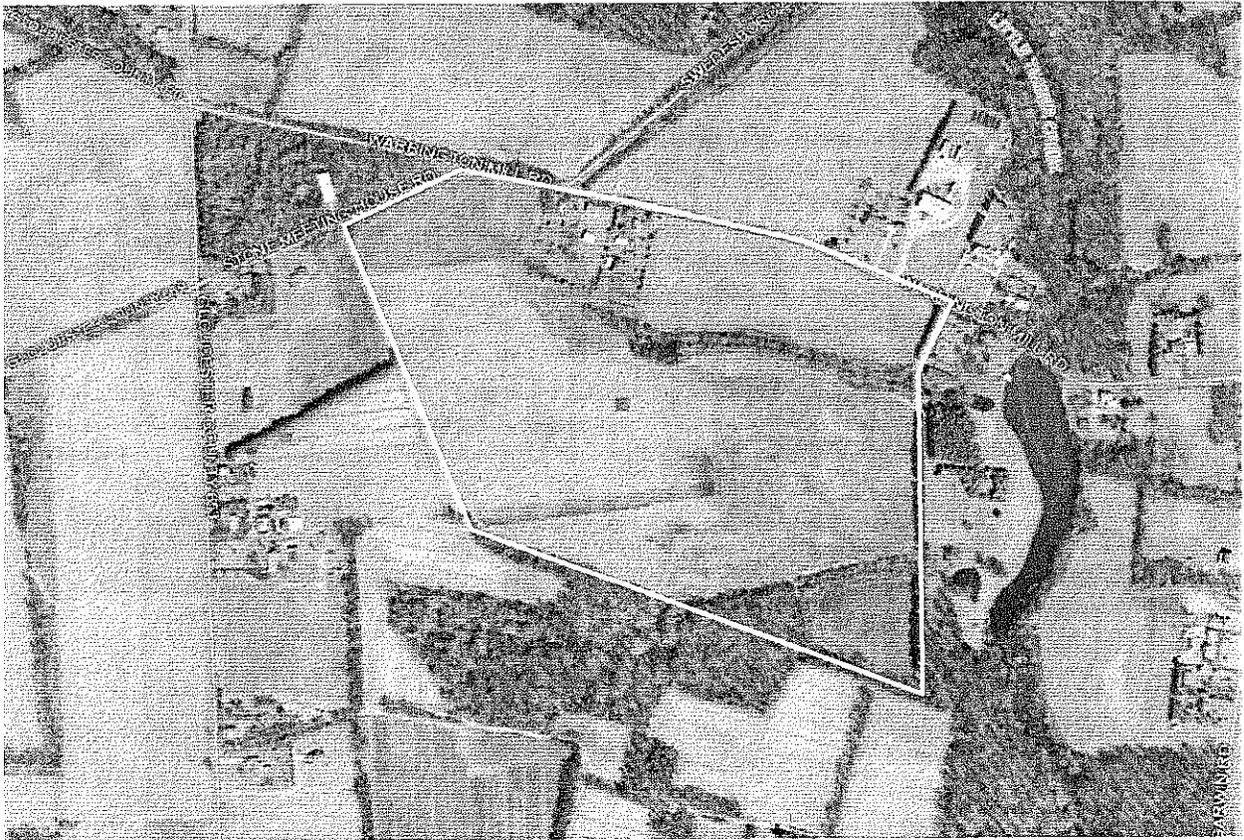
For the purpose of estimating the land value (the before value), the appraiser has utilized comparable sales that were predominantly vacant land at the time of sale. Since the highest and best use of the subject parcel is for residential subdivision, with a transitional use as crop farmland, the appraiser has tried to find comparable sales that most closely approximate this condition. The appraiser has tried to base the comparable selection on highest and best use of the comparable sale, location, development pressure, and other physical attributes.

Information provided below includes: 1) property offerings, 2) property sales, 3) adjustment grids that summarize the adjustments made, 4) brief narrative explanation of the adjustments made and 5) summary statement.

The appraiser has reviewed local area land sales and opines that the following sales are the most representative of the subject market. In the paragraphs below the appraiser has reconciled these sales, such that a reliable estimate of market value may be derived.

APPROVED RESIDENTIAL SUBDIVISION
SOLD FOR RESIDENTIAL SUBDIVISION USES
VACANT LAND SALE
COMPARABLE LAND SALE NUMBER 1
190 Mill Rd (aka Warrington Mill Rd)
At the Intersection With Stone Meeting House Lane
Near the Logan Tp Municipal Border
Block 14, Lot 12, Tax Map #5
Woolwich Township, Gloucester County

Aerial Photo



Date of Sale: January 14, 2010 **Deed Recording Date:** January 22, 2010
Recorded in Book: 4737 **on Page:** 272

Grantor: Alfio & Cathleen Previtara, Woolwich, NJ
Grantee: Russo Homes, LLC, Swedesboro, NJ

Consideration: \$1,250,000 **Reflects:** \$20,774 per acre approved/unimproved
\$41,667 per approved lot/unimproved
30 lot subdivision

Real Property Rights Conveyed: Fee Simple

Financing: Grantor provided financing to the Grantee, as follows: The principal is \$1,125,000. The terms are noted as - "no interest for the first 364 days" ... thereafter...the

Utilities: Electric and Telephone: water, electric, telephone

Zoning: R-2 Residential District - The intent of the R-2 Residential District is to provide appropriate regulations for the preservation of agriculture and for the development of low-density single-family detached dwellings and other permitted uses in portions of the Township characterized by a rural quality and regardless of the presence or the absence of public sewer or water service

A. Use regulations.

(1) Principal and accessory uses. in the R-2 District, no building or premises shall be used and no building shall be erected or altered which is arranged, intended or designed to be used, except for one or more of the following uses: all principal and accessory uses permitted in the 5A District.

(2) Conditional uses. In the R-2 District, the following uses may be permitted as conditional uses: all conditional uses permitted in the R-1 District.

B. Bulk and area regulations

(1) Minimum lot size: 65,340 square feet.

(2) Minimum lot width: 160 feet.

(3) Minimum yards.

(a) Front yard: 50 feet.

(b) Side yard: 20 feet.

(c) Rear yard: 30 feet.

(4) Maximum building coverage: 10%.

(5) Maximum impervious coverage: 35%.

(6) Maximum building height: 35 feet.

(7) Maximum gross density: 0.66 dwelling units/acre.

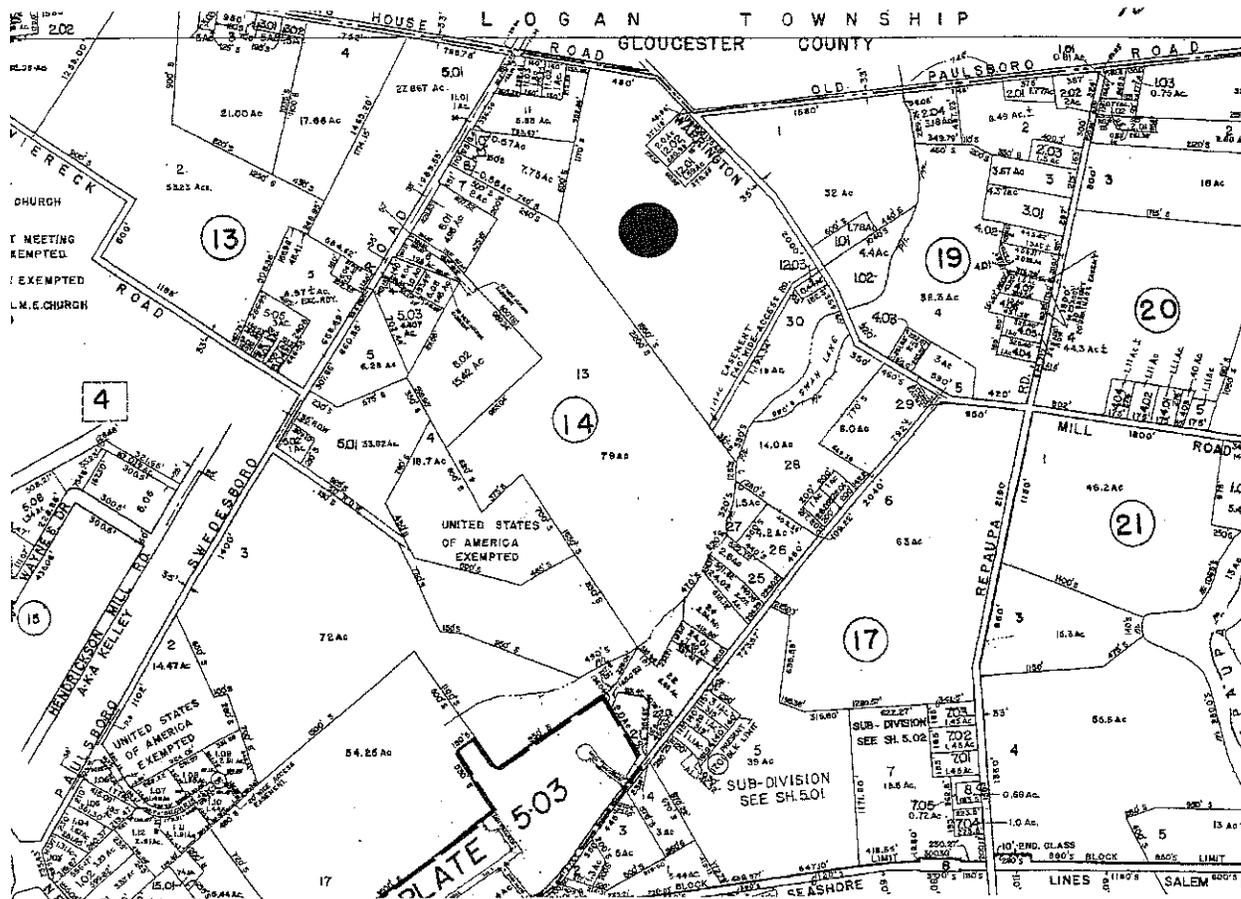
Highest and Best Use at time of sale: Residential Subdivision

Description of Property: The subject was in agricultural production at the time of the sale. At the time of sale the parcel was approved for 30 residential home sites. This is a 57.10 acre parcel (60.17 acres according to the tax records) approved by the planning board in September of 2007.

AP Orleans had the parcel under contract (undisclosed consideration) and secured the approvals but later backed out of the sale in February of 2008. The grantor subsequently sold the parcel to the grantee above with grantor financing.

2010 Tax assessment - The parcel was assessed as 3B qualified farmland; for the land, \$42,100; for a total of \$42,100.

TAX MAP of WOOLWICH TP Block 14, Lot 12



Aerial/Site Photo
Outline of Subject is Approximate
Wetlands in Blue Lined Areas



Block: 12401

Lots: 21.01

Tax Map: #124

Land Area: 17.059+/- Acres

Frontage: 732'

Topography: Is noted on the appropriate topographic map, attached below. The appraiser did not perform a land survey, rather the topographic maps were reviewed prior to the physical inspection and certain geographic elements are noted here.

The topography of the subject property as indicated on the topographic map indicates a parcel, which is relatively flat. The overall elevation ranges around 140'. The terrain seems to generally slope downward from the north towards the south.

Other geographic features include the old railroad right-of-way located towards the north of the subject parcels; wetland areas, to the south, formed from the Hospitality Branch.

The map indicates a small number of improvements along Clayton Road. The frontage along Clayton Rd has a mixture of commercial and residential improvements, mostly residential and some agricultural. Some of the commercial improvements were converted from residential ones. Electrical transmission lines are indicated along the border and passing through lot 21.01.

Slopes located on the subject property are slight, 0-2% as indicated by the soil maps.

- [1] The property to be developed shall be located east of Malaga-New Brooklyn Road.
- [2] No noxious, offensive or hazardous use shall be permitted unless adequate provision is made to reduce and minimize such objectionable elements. The use shall be required to meet or exceed all governmental standards governing said elements.
- [3] Should the proposed use raise questions of public health, safety or welfare, the Board may bring in consultants and other independent experts, as the Board deems necessary, for their evaluation and opinion. The cost of any independent consultant or expert shall be borne by the applicant from the escrow fees posted.
- [4] No building may be erected, altered or used and no premises may be used in or within 100 feet of a residential district or use.
- [5] No occupancy permit shall be granted to a proposed new use without first conforming to the requirements for site plan approval.
- [6] Site design shall require maximum attention to proper site design considerations, including the location of structures and parking areas, proper ingress and egress, development of an interior street system, architectural design, landscaping and the compatibility of any proposal with the natural foliage, soils, contours, drainage patterns and the need to avoid visual intrusions and performance nuisances upon adjacent uses.
- [7] At least the first 30 feet adjacent to any street line and 20 feet adjacent to any lot line shall be planted and maintained in lawn area or ground cover or landscaped with evergreen shrubbery and shall be separated from the parking area by suitable curbing as determined by the Township's Land Management Ordinance and the Planning Board during site plan review.
- [8] No merchandise, products, waste equipment or similar material or objects shall be displayed or stored outside except for outdoor storage of mobile equipment.
- [9] All portions of the property not utilized by buildings or paved surfaces shall be appropriately landscaped.
- [10] A minimum buffer area of 50 feet in width shall be provided along any common property line with a residential district or use in accordance with § 175-93 of the Township's Land Management Ordinance.
- [11] Parking shall be as required by § 175-123 of the Township's Land Management Ordinance.
- [12] Each activity shall provide for off-street loading and unloading with adequate ingress to and egress from streets and shall provide such areas at the side or rear of the building. Each space shall be at least 15 feet by 40 feet, and one space shall be provided for every 8,000 square feet of gross floor area or fraction thereof in each building. There shall be no loading or unloading from the street.
- [13] There shall be at least one trash and garbage pickup location provided for each building, which shall be separated from the parking spaces by the storage of trash and/or garbage in a steel-like, totally enclosed container located in a manner to be obscured from view from parking areas, streets and adjacent residential uses or zoning districts by a fence, wall, planting or combination of the three.
- [14] All such developments shall comply with the Schedule of Limitations with respect to minimum requirements for area, setback and coverage.

Narrative Description of Property: This represents the sale of vacant farm land. The parcel was listed on the open market at the time of sale but was purchased by a governmental entity. The parcel was originally listed for \$849,999 in August of 2008 and included two lots, with improvements. The parcel was on the market for 300+ days prior to sale. The sale above included a subdivided portion of one of the two lots, less improvements. The sale was to a cash buyer. According to the planning office there were no approvals at the time of sale.

Tax Assessment for the comparable parcel is as follows:

Block/Lot	Land Assmnt	Building Assmnt	Total Assmnt
12401/21.01QF	\$11,500	\$0,000	\$11,500

Soil And Subsoil Analysis

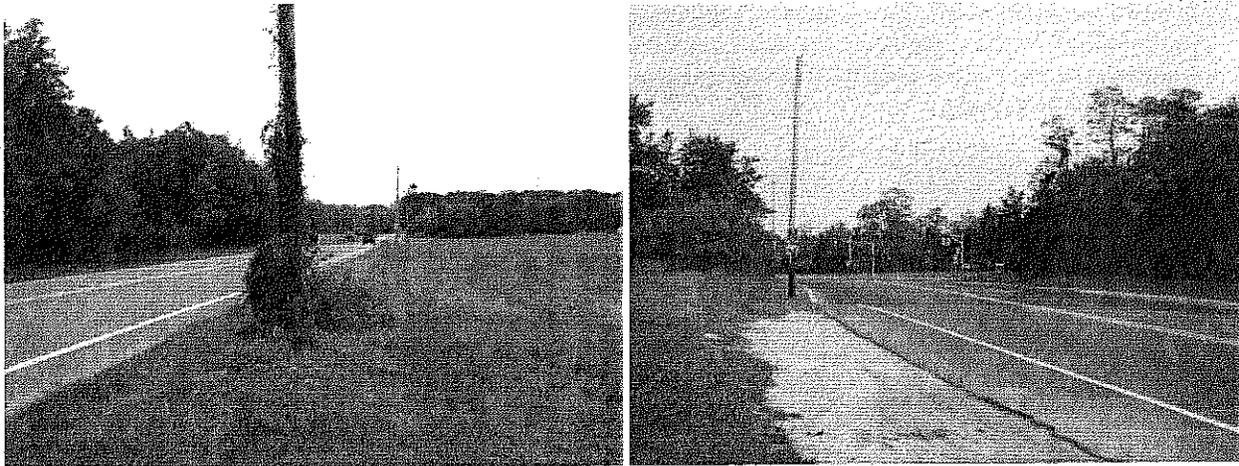
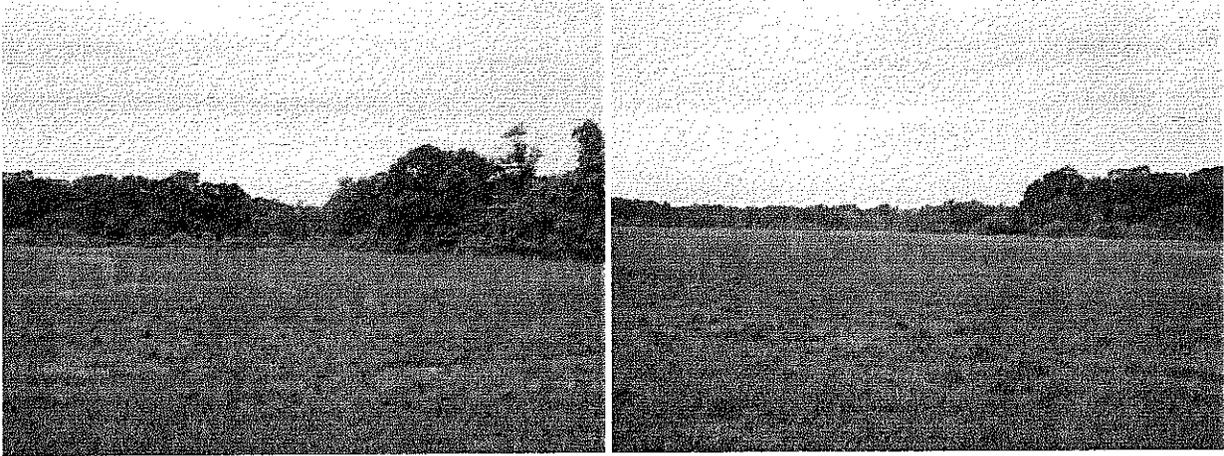
Soil Classification	Appx Acres	% of Subject
Aura-Sassafras sandy loam (AvtB)	5.38	30.25
Fallsington sandy loam (FamA)	0.3	1.68
Manahawkin Muck (MakAt)	Nominal	0.1
Woodstown/Glassboro complex (WokA)	12.1	68.05
TOTAL Acres Listed on Soils Map	17.78	100%

Soil Importance	% of Subject
Prime	98%
Statewide	1.7%
Unique	Nominal
Total Wetlands	5%

APPROVED RESIDENTIAL SUBDIVISION
COMPARABLE SALE NUMBER 3

Clayton Road, South Side, West of Fries Mill Rd (CR 655)
Block 2005, Lots 6 & 7, and Block 2006, Lot 1, Tax Map #20
Borough of Clayton
Block 103, Lot 6, Tax Map# 1
Township of Franklin
Gloucester County, New Jersey.

Site Photos



Deed Date: January 8, 2009
Recorded in Book: 4620

Deed Recorded on January 16, 2009
on Pages: 330

Grantor: Olive Florio, Cherry Hill, NJ
Grantee: County of Gloucester, Woodbury, NJ

Consideration: \$815,000 **Reflects:** \$33,958 per approved building lot/unimproved
\$19,996 per acre approved/unimproved

Real Property Rights Conveyed: Fee Simple

Financing: None Disclosed. No financing provided by seller.

Aerial Photograph



Topography: Mostly Open/Elevation 130'+/-.

Overall Shape: Irregular/Mostly Contiguous/Slight Slopes/At or Near Street Grade

Utilities in Area: water, electric, telephone

Accessory structures shall not be located in a front yard nor within five (5) feet of a side or rear property line

Clayton/CF/I Community Facility/Institutional District - The intent of the CF/I Community Facility/Institutional District is to provide regulations for public and quasi-public or institutional land uses and to insure their compatibility with surrounding land uses. Included in this designation, are open space and/or recreation sites under the jurisdiction of various levels of government and non-profit organizations
Principal permitted uses on the land and in the buildings

Uses by right:

Governmental use or building, other than those enumerated as conditional uses below including but not limited to a municipal administrative or public safety facility, community center, library, or park.

Private or public elementary, secondary or nursery school accredited by the State Department of Education

Public playgrounds, woodland, wildlife preserve, natural resource conservation area and parks

Conservation area, park or recreational facility under the jurisdiction of a non-profit organization

Bulk standards - CF/I community facility/institutional district

Minimum lot size - Two (2) acres

Minimum street frontage - Three hundred (300) feet

Minimum lot width - Three hundred (300) feet.

Minimum front yard - Fifty (50) feet.

Minimum side yard (each)

The minimum building setback from a non-residentially zoned lot - Twenty-five (25) feet

The minimum building setback from a residentially zoned lot - Fifty (50) feet

Franklin Tp /R-A Residential Agricultural Districts -

Permitted Uses in the R-A Residential Agricultural include the following:

A. Single-family detached dwelling

B. Farming in any of its branches except that animal processing, confined feedlots and like obnoxious businesses are specifically prohibited

C. Municipal building, police station, municipal park, municipal recreation area garage for storage and repair of municipal or School Board equipment fire station, first-aid squad building, private or parochial school or School Board office and other municipal uses

D. Public utilities and public utility substations

E. Privately owned outdoor recreation areas for use by the general publics such as parks picnic grounds, riding academy, natural swimming area golf course and golf driving range, provided that

(1) The use and its design are compatible with the natural character of the site developed areas surrounding the proposed use

(2) The use includes only necessary accessory structures customarily included in the operation. of such outdoor activity,

TOPOGRAPHY was noted on the appropriate topographic map, enclosed in the appendix, as well as actual field inspection. The appraiser did not perform a land survey as part of this appraisal assignment. Rather the topographic maps were reviewed prior to the physical inspection and certain geographic elements are noted here.

Bodies of water which are located close to the subject property included Wilson Lake located to the east. A good portion of drainage on the parcel flows to the west. There is a plan own located to the south of the subject property, in Franklin Township, at an elevation of 140'. The road frontage is approximately 134' in elevation and slopes downwards to the east and west. The rearmost portions are lots six and seven are approximately 130' in elevation.

According to the topographic map this appears to have been orchard at one time. This would seem to make sense based on the general lack of any wetland area and the overall elevations.

The topography of the subject property as indicated on the topographic map indicates a parcel, which is relatively flat. The map indicates a number of improvements along both Clayton and Fries Mill Roads.

Slopes located on the subject property are slight. Most of the subject parcel is open and available for agricultural production. Elevations are approximately 130' to 135' +/- . According to the soils map there is a area running north to south on lots six and seven which have slopes of 5% to 10%. The do not seem to be reflected on the topographic map.

Attached in the appendix is a copy of the Topographic map and a copy of the wetlands maps provided by the county. None of the lots have improvements. Based upon the Gloucester County Soil Survey the slopes of the subject parcel range from 0% to 10%.

A wetland map was provided by Gloucester County. The map indicates a small area of wetlands to the rear of lots 6 and 7. The other lots do not show any wetland areas.

OWNERSHIP HISTORY: According to the deed which is attached indicated that the most recent transfer was from Albert Florio Jr in June of 1991. This appears to be a family transaction. The consideration paid in this transaction was one dollar. This transaction is recorded in deed book 2113, on page 135.

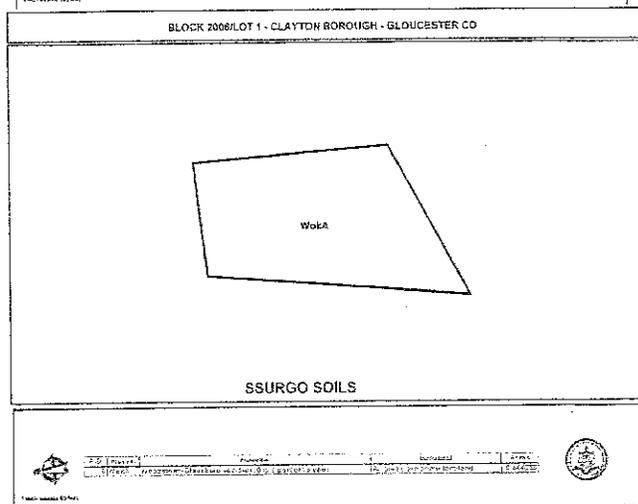
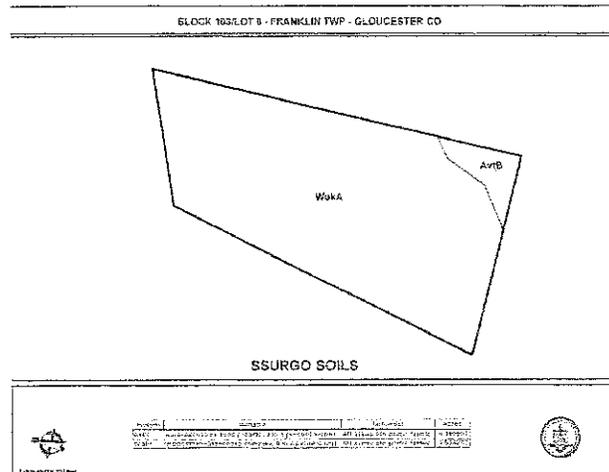
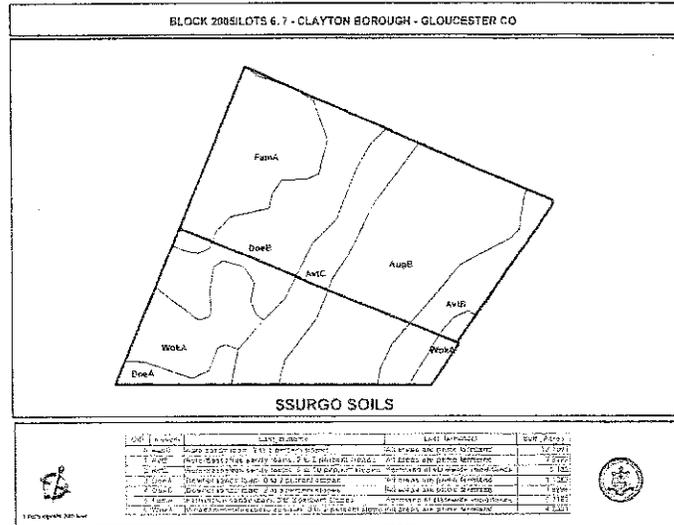
There is a transaction recorded and deed book 512 on page 537; from John Norman and Kathryn Norman to Alberto Florio and Albina Florio and Louis Mosca and Lidia Mosca; in deed dated March 1, 1945.

Lewis and Lydia Mosca subsequently conveyed their interest to Alberto and Albina Florio by deed dated November 1, 1945; recorded in deed book 521 on page 113.

Alberto Florio died on July 23, 1975 and left Olga Albina Florio as his sole heir. Olga Albina Florio died on February 14, 1984 leading Albert Florio, Jr. as her sole heir in at law. The subject property is currently assessed as class 1 - vacant land.

Block/Lot	Land Assessment	Improved Assessment	Total Assessment
2005/6	\$194,600	\$000	\$194,600
2005/7	\$110,600	\$000	\$110,600
2006/1	\$22,400	\$000	\$22,400
103/6	\$35,500	\$000	\$35,500
Totals	\$363,100	\$000	\$363,100

SOILS MAP



UNAPPROVED/UNIMPROVED LAND
VACANT LAND SALE
COMPARABLE #4

Porches Mill Rd, At the Intersection of Woodstown Rd, NEC
Block 17, Lot 1, Tax Map #2
South Harrison Township
Block 39, Lot 1, Tax Map #8
Gloucester County, NJ

Site Photo/Aerial Photo



Date of Sale: December 18, 2009
Recorded in Deed Book: 4727

Deed Recording Date: December 23, 2009
on Page: 341 and 345

Grantor: Charles and Margaret Haines, Woodstown, New Jersey
Grantee: Thomas and Marie Sorbello, Swedesboro, New Jersey

Consideration: \$504,000 **Reflects:** \$17,114 per acre in unapproved/unimproved

Real Property Rights Conveyed: Fee Simple, with all development rights intact.

Conditions of Sale: Sale was an arms length fee simple purchase of the subject parcels. The sale was contained within two separate deeds contained in deed book 4727. The deed recorded on page 341 contained the South Harrison Township parcel.

the Township of South Harrison, (7) Cemeteries on lots at least two acres in size, (8) Accessory uses and accessory buildings incidental to the above uses.

Bulk And Area Regulations for AR District: A. Minimum lot area: one acre, B. Minimum lot width: (1) Lots two acres or more in size: 200 feet. (2) Lots less than two acres in size: 150 feet.

Woolwich Township R-1 Residential District - The intent of the R-1 Residential District is to provide appropriate regulations for the preservation of agriculture and for the development of low-density single-family detached dwellings and other permitted uses in portions of the Township characterized by a rural quality and regardless of the presence or absence of public sewer or water service.

Use regulations: (1) Principal uses in the R-1 District, include all principal and accessory uses permitted in the 5A District.

Bulk and area regulations include 1) Minimum lot size: 87,120 square feet, 2) Minimum lot width: 185 feet, 3) Minimum yards ((a) Front yard: 60 feet, (b) Side yard: 25 feet, (c) Rear yard: 50 feet), 4) Maximum building coverage: 10%, (5) Maximum impervious coverage: 30%, (6) Maximum building height: 35 feet, and (7) Maximum gross density: 0.5 units/acre.

Highest and Best Use at time of sale: Residential; Detached Single Family Dwellings

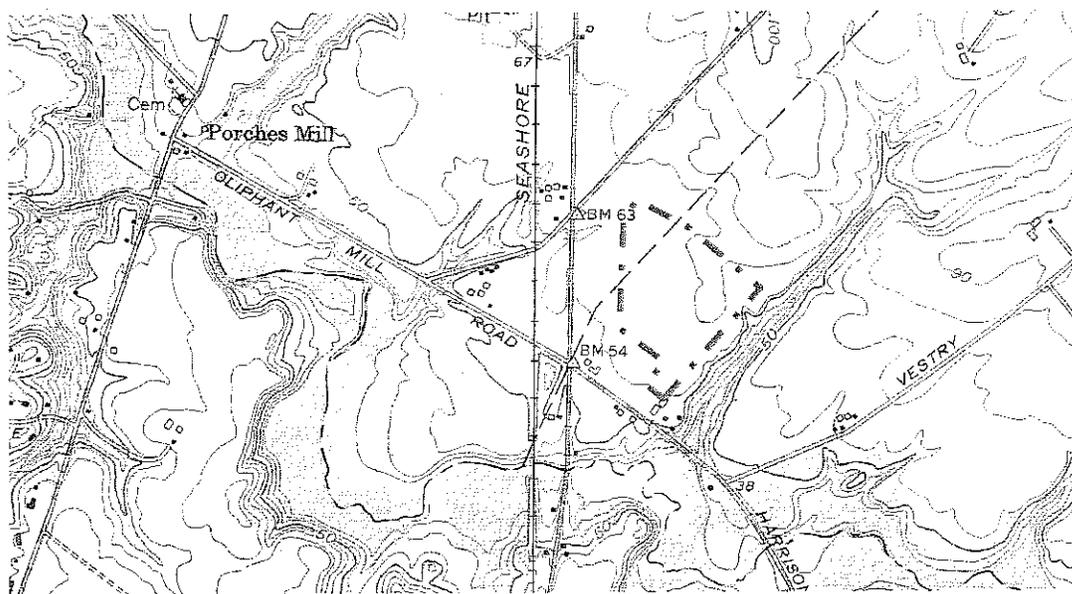
Description of Property: Parcel is generally level and at street grade. Comparable sale represents the transfer of unapproved, unimproved vacant land.

Soil types present on the comparable property are included in the following table:

Soils Table - Gloucester County, New Jersey (NJ015)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
FrFB	Freehold loamy sand, 0 to 5 percent slopes	26.2	77.0%
FrFC	Freehold loamy sand, 5 to 10 percent slopes	0.2	0.6%
FrkA	Freehold sandy loam, 0 to 2 percent slopes	5.1	15.1%
FrkD	Freehold sandy loam, 10 to 15 percent slopes	1.7	4.9%
PHG	Pits, sand and gravel	0.7	2.2%
WokA	Woodstown-Glassboro complex, 0 to 2 percent slopes	0.1	0.2%
Totals for Area of Interest		34.0	100.0%

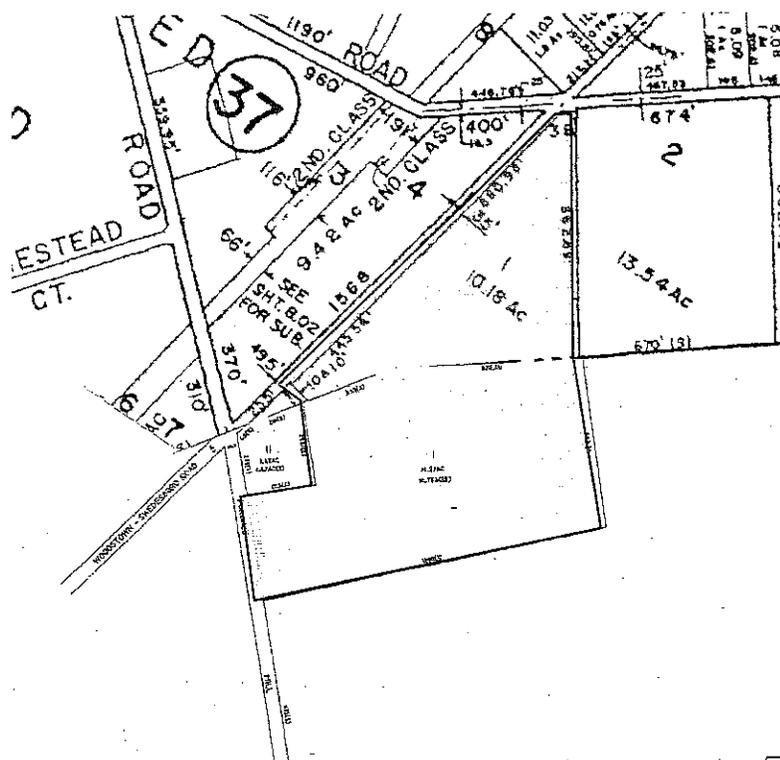
Block/Lot/Class	Land Assmnt \$	Impvd Assmnt \$	Total Assessment \$
17/1/3A	\$0000	\$2,600	\$2,600
17/1/3B	\$14,300	\$0000	\$14,300
39/1/3B	\$7,100	\$0000	\$7,100
Total	\$21,300	\$2,600	\$23,900

Topographic Map



Tax Map

**Block 17, Lot 1, Tax Map #2
South Harrison Township
Block 39, Lot 1, Tax Map #8
Woolwich Township**



Sales Comparison Adjustments - Before The Easement: All of the comparable sales were vacant land at the time of sale. The comparable sales considered range in size from 17 acres to 57 acres. All of the sales were located within Gloucester County. Two of the sales had preliminary approvals, the others had no approvals.

Sale #1 sold with owner financing which in the current market may not be so unusual. I have made a nominal adjustment for this financing as it was something other than, what may be considered, strictly "cash".

With respect to date of sale, all the comparable sales sold in 2009 or 2010. In my opinion, these sales reflect current market conditions and therefore require no adjustment for date of sale/market conditions.

The subject property is located in East Greenwich Township which typically has a high desirability factor. Due to the overall lack of market activity, the appraiser has considered comparable sales from areas which are similar to East Greenwich in terms of desirability. Township. These are included as comparable sales #2 and #3. Because these areas are less desirable, the appraiser has made an adjustment to each of these comparable sales.

All of the comparable sales considered, as well as, the subject property, were sold in fee simple title with all development rights remaining. Therefore, we have made it no adjustment based upon rights conveyed.

The appraiser has attempted to only consider sales which had final approval for subdivision at the time of sale, this being the most similar to the subject property. Unfortunately, it was not possible to find 4 sales in that land category. It was necessary therefore to make adjustments to all of the sales; two sales have no approvals and two others have preliminary approval. which sold with approvals.

With respect to the category for zoning we had considered adjustments within the adjustment grid. The subject property is in a different zone (and town) from the comparable properties. The zoning designations are similar for each of the comparable properties. Since none of the comparable sales are located in West Deptford Township, none of the comparables zoning ordinances are identical. In this particular case, I have not made adjustments to comparables sales #1, #3 and #4. I did make adjustment to comparable sale #2 which had some commercial zoning potential. This adjustment is nominal since the highest and best use for comparable sale #2, at the time of sale, was for residential uses, irrespective of its individual zone classification.

Demand for land translates itself into higher land prices paid; often various zoning types translate into higher or lower development density, presenting higher or lower development potentials and eventually driving higher or lower prices paid. Purchasers of real estate typically pay more for a parcel which has a higher development potential. The adjustments are made in this general character.

Adjustments for size are based on the overall size of the parcel. Larger sites tend to have lower unit values. Smaller sites tend to have higher unit values. This largeness and smallness was related to the subject property and adjustments made. Adjustments were made to comparable sales #2 and #4.

Equally important as size, perhaps more so, is shape. The shape of the parcel in this appraisal is adjusted on the basis of the ratio of overall size to available frontage. This ratio offers some quantification for the basis of the shape adjustment. From this the appraiser forms a final opinion as to the appropriate amount for the adjustment. Reliance on a strict mathematical model often presents problems in the adjustment process. This is true because no mathematical model can accommodate for all of the variables in a real estate transaction. For this reason then the ratio

VALUATION SECTION
SALES COMPARISON APPROACH
RESTRICTED USE

Highest And Best Use Of Site As Restricted: The appraiser has earlier considered the highest and best use of the subject parcel, as restricted in the highest and best use section. It is important to consider the highest and best use both restricted and unrestricted so that appropriate comparisons can be made during the sales section.

The Farmland Preservation Bond Act of 1981 and the Agriculture Retention Development Act of 1983 provides the basis for the public purchase of development easements on farmland in New Jersey. The voluntary sale of a development easement or rights by a landowner results in the placement of a permanent deed restriction on the preserved property, prohibiting any future non-agricultural development or subdivision into non-agricultural units.

In the after easement scenario the subject property may be considered to have the following possible combinations of uses, crop farming, pasture, horse farming, estate, recreation and/or nursery. The current use of the land is agricultural.

Sales Comparison Approach: As stated in the before easement scenario the sales comparison is generally accepted to be one of the most accurate methods of estimating the market value of vacant land. This method is predicated on the knowledge that there is an active market for the type of property being appraised and that the market is analyzed using comparable sales which are as similar to the subject, in as many respects, as possible.

The analysis, as carried out, consists of taking comparables listed in the following pages and applying adjustments which yield an adjusted sales price for each comparable. The adjusted sales price is then used as an indicator of market value for the subject property.

The comparables should share similar physical characteristics with the subject property. All factors of similarity and dissimilarity should be weighed as to their contributive value. The estimates of contributive value result in percent adjustments, made to the comparables. All comparables are adjusted to the subject property.

The appraiser has provided, in order, below 1) development restricted (conservation) land sales, 2) adjustment grids which summarize the adjustments made, 3) brief narrative explanation of the adjustments made and 4) summary statement.

The development rights were sold to the County of Gloucester. The transaction is recorded in deed book 4522, on page 182. The consideration paid was \$1,501,250. The deed was dated April 7, 2008.

Financing: No seller financing was noted in the recorded documents.

Conditions of Sale: The sale was an arm's length transaction with no unusual concessions at the time of sale.

Land Description: The comparable parcel is identified as fronting along Repaupo Station Rd, Northeast Side, At Exit #14 of Interstate Highway Rt 295, Block 605, Lots 8, 9 & 11, Tax Map #6, Logan Township, Gloucester County, NJ.

The comparable parcel consists of three separate lots forming a contiguous tract bordered by the Interstate Rt 295 right of way. Lots 8, 9 & 11 contain about 124.09+/- acres, according to municipal records. Frontage was estimated at approximately 228', exclusive of the exception area (p/o lots 8 & 9). Other frontage existed (lot 11) but was inaccessible due to the presence of the exit ramp and associated right of way area. Lot 8.01 is also believed to diminish the frontage of the subject parcel on lot 8. The effective frontage then is approximately 115'. According to the CADB deed there was a gross total of 121.1+/- acres, with one exception which accounted for about 1 acres. The parcel contained minor agricultural improvements.

CURRENT TAX AND ASSESSMENT was extracted from municipal records*. Municipal records indicated the following assessments and acreage sizes.

Location	Size (Acs) *	Land \$\$	Bldg \$\$	Total \$\$
Lot 8 Q Farm	46+/- acs	\$22,000	\$00	\$22,000
Lot 9 Q Farm	3.49+/- acs	\$2,100	\$000	\$2,100
Lot 11 Q Farm	71.6+/- acs	\$34,700	\$000	\$34,700
Lot 11 Farm Reg	3+/- acs	\$18,000	\$7,000	\$25,000
TOTAL	124.09+/-	\$80,700	\$7,000	\$87,700

Block: 605 **Lots:** 8, 9 & 11 **as Indicated on Tax Map #: 6**
Land Area: 121.1 Acres (5,275,116 sq ft) **Shape:** Irregular/Multiple Sites **Frontage:** 228'

Topography: Topography across the comparable parcels is varied. There are a number of wetland areas to the rear and across the central sections of lots 8 and 11. The map also shows a power line crossing the rear segments of lots 8 and 11. At least half of the parcel was open and used for crop production. The remainder was wooded or wetland, mostly towards the rear of the parcel, as noted.

Based on area elevations it would seem that most of the parcel tends to slope downward, towards the rear swamp areas. This would create a positive drainage pattern. Slopes noted on the subject parcel appear slight, 0% to 5%. Drainage should generally be adequate given the slopes of the area in general, the watershed affect of the wooded/wetland portions. Overall elevations run from <0' to 10' with some limited areas up to 20'. Almost all of the parcel is located in an "A" flood zone.

Zoning (Uses permitted/Bulk requirements):

DISTRICT: R-2 (Residential)

SITE PLAN APPROVAL - PRINCIPAL USES:

Single family detached dwellings
Agriculture
Home Occupations
Parks, Playgrounds & Recreational facilities
Governmental Uses
Social clubs and other non-profit institutions
Schools (see note 17)
Places of worship (see note 9)

SITE PLAN APPROVAL - ACCESSORY USES:

Accessory buildings and structures incidental to permitted
uses and located in the same district.

CONDITIONAL USES ALLOWED BY ZONING ORDINANCE:

DENSITY (DWELLING UNITS PER ACRE):

.5 D.U./Acre

MINIMUM LOT DIMENSIONS

AREA: 2 acres

WIDTH (FT.): 150

FRONTAGE (FT.): 100

MINIMUM YARD DIMENSIONS - PRINCIPAL BUILDINGS

FRONT (FT.): 100

SIDE (FT.): 25 ft. total/8 ft. one side

REAR (FT.): 150

MINIMUM YARD DIMENSIONS - ACCESSORY BUILDINGS

FRONT (FT.):

SIDE (FT.): 10

REAR (FT.): 10

MAXIMUM HEIGHT OF BUILDINGS (STORIES/FEET):

2.5/35 ft.

MAXIMUM COVERAGE OF IMPERMEABLE SURFACES INCLUDING BUILDINGS:

MAXIMUM COVERAGE OF LOT BY BUILDINGS:

15%

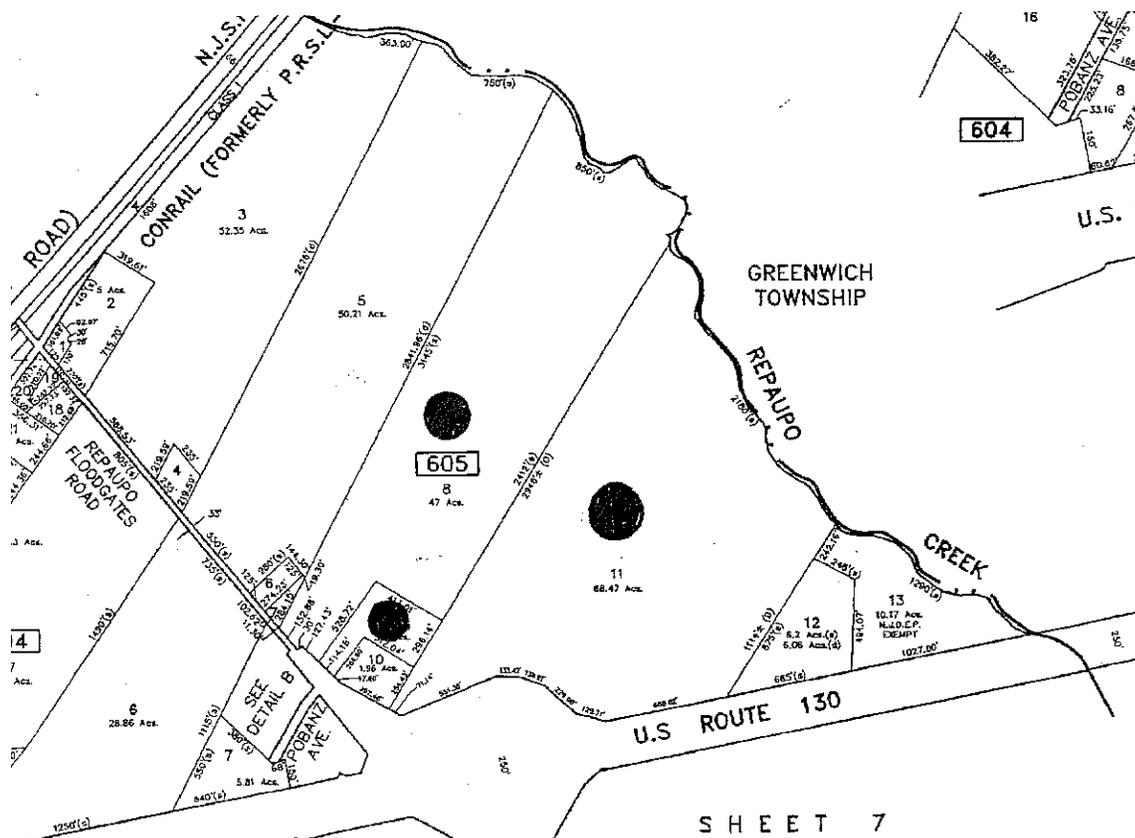
not exceed one residential improvement. Any type of agricultural improvement may be constructed, including farm labor housing, on any portion of the property.

In the tables and maps listed below the appraiser has illustrated the various soil types noted on the subject property, and various maps which illustrate the soil types, wetlands and flood plains.

Approximately 43% of the comparable parcel is affected by environmental restrictions, most notably freshwater wetlands. While some of the wetland area would not be suitable for farming the majority of the wetland area, as well as the remaining upland areas offer good agricultural production. The exception area located towards the frontage offers an opportunity to develop a single-family residence.

Property is also mildly constrained by overall access. Although the parcel has several hundred feet of the physical road frontage, a large portion of that is inaccessible due to the Interstate Route 295 Right of Way, and the subsequent guard rails which border it.

Tax Map
Block 605, Lots 8, 9 & 11
Logan Township



Photos of the Overall Site



Deed Date: January 30, 2009
In Deed Book: 4626

Deed Recorded On: Feb 9, 2009
On Page: 337

Grantor: Barbara Keefer, Mullica Hill, NJ
Grantee: Joseph and Grace Visalli,

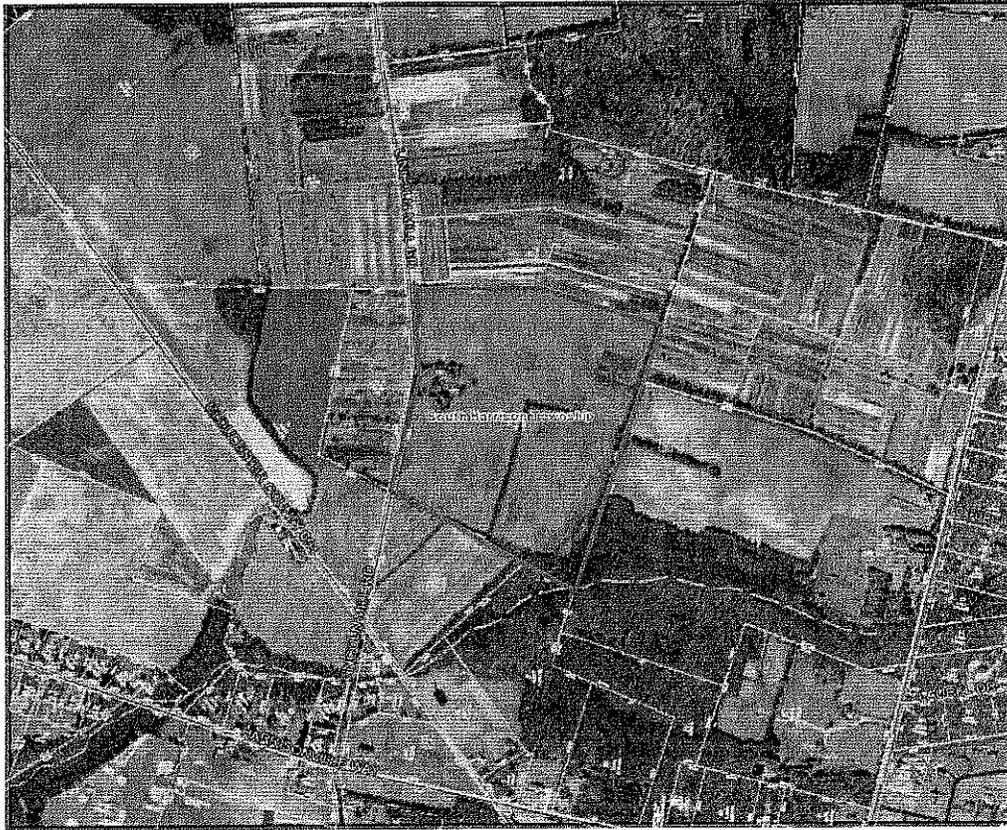
Consideration: \$365,000 **Reflects:** \$6,053 per acre approved/improved
includes improvements - residence and agricultural improvements

Real Property Rights Conveyed: Fee Simple - Development Rights previously sold to Gloucester County. Currently approved/improved as a single family residence.

Conditions of Sale: Sale was arms length for the fee simple purchase of the subject parcel with all development rights removed and deeded to the County of Gloucester. The easement to the County is recorded in deed book 4551, on page 282, dated June 9, 2008. It was for a consideration of \$1,062,250 for 60.700 acres.

Location of Sale: he subject parcel is somewhat rectangular in shape and consists of a single parcel. The road frontage is along an improved roadway, Lincoln Mill Rd in the amount of 1,421'. The current road frontage to overall area ratio was about 25'+/- per acre. The parcels contained residential and agricultural improvements.

Aerial Photo



Highest and Best Use at time of sale:
Residential Use

Agricultural with Secondary Limited

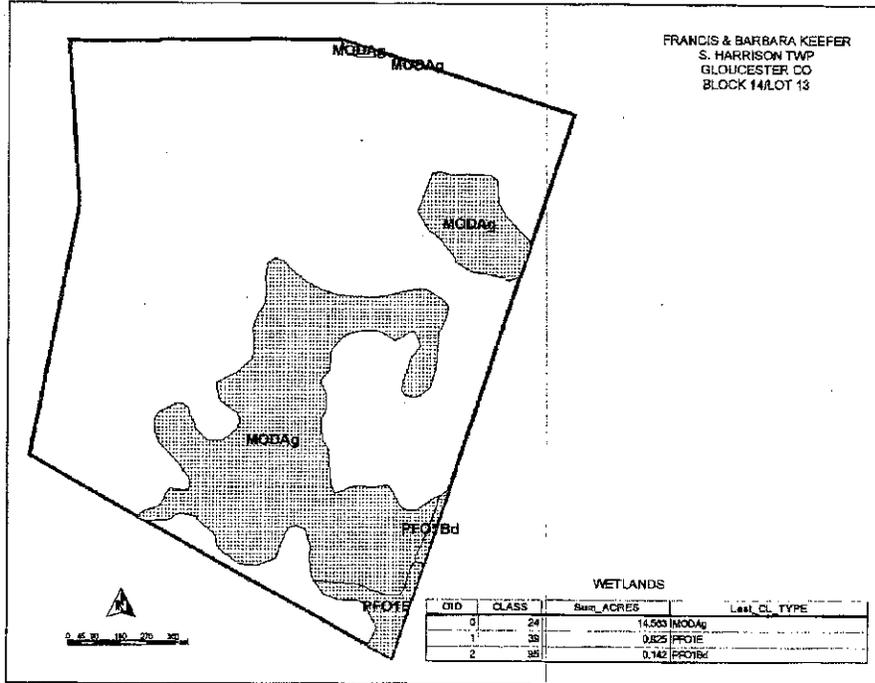
Other Comments: The subject consisted of preserved farmland with a residence and agricultural outbuildings. Dimensions, shape and area of the comparable parcel can be seen graphically in the attachments below. The parcel was rather irregular in shape. According to the deed of easement the parcel contained 60.700 acres of restricted land. The road frontage was along Lincoln Mill Rd, and noted as 1421'+/-. The parcel did appear on the municipal tax maps, attached.

The subject parcel was last transferred on April 21, 1992 for \$1. The sale was believed to not be arms length since it appears to be between family members. The sale included all improvements and land.

According to the SADC the subject lands contained 89% prime soils, and 11% statewide importance soils. The cropland is 99% open field with 1% woodlands. House reported in good condition; 27 days on market with full list price offer.

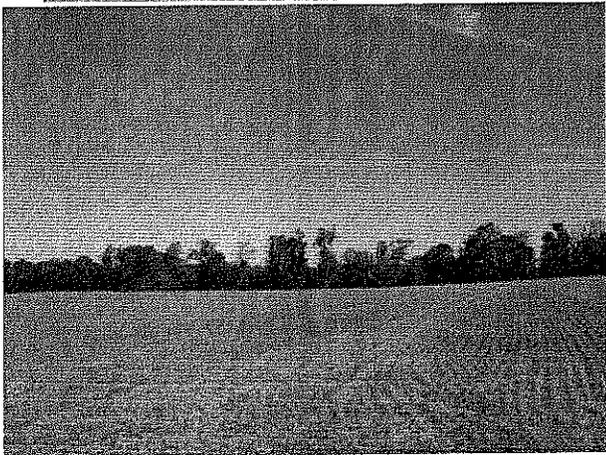
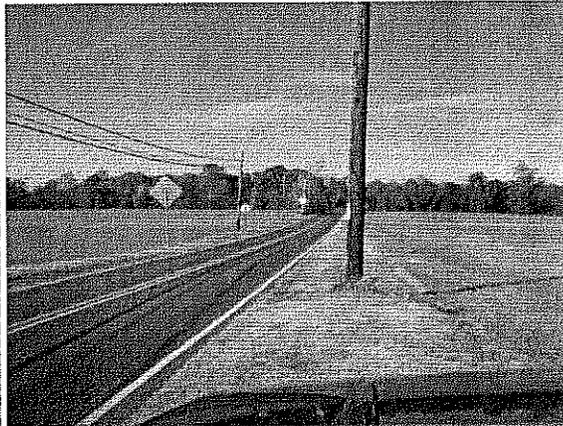
The sales price included both land and buildings. The broker confirmed that the parcel was marketed and sold as an improved farm with improvements, including a farmhouse, in which the grantee expressed an interest. The value allotted to the improvements was determined by dividing the 2009 tax ratio by the tax assessment for the improvements. This resulted in \$56,700 divided by 0.5962 or \$95,102, rounded to \$95,000. The appraiser was inside the subject dwelling prior to demolition and noted

Wetlands Map



PRESERVED FARMLAND
UNAPPROVED/UNIMPROVED
COMPARABLE LAND SALE NUMBER 3
Both Sides of High Street, at Tomlin Station Rd, West Side
Near the Municipal Boundary with Woolwich Township
Block 51, Lot 8, Tax Map #29
Harrison Township, Gloucester County, NJ

Site Photographs



Deed Date: November 14, 2008
Deed recorded in Book: 4607

Deed Recorded on: December 1, 2008
On Page: 18

Grantor: Aaron Butler & Dorothy Sconyers, Mullica Hill, NJ
Grantee: Joseph A. Leone, Clarksboro, NJ

Consideration: \$239,200 **Reflects:** \$5,750 per acre unapproved/restricted

Real Property Rights Conveyed: Sale included all rights included in the fee simple estate with the exception of the right of development.

Financing: No seller financing was noted in the recorded documents.

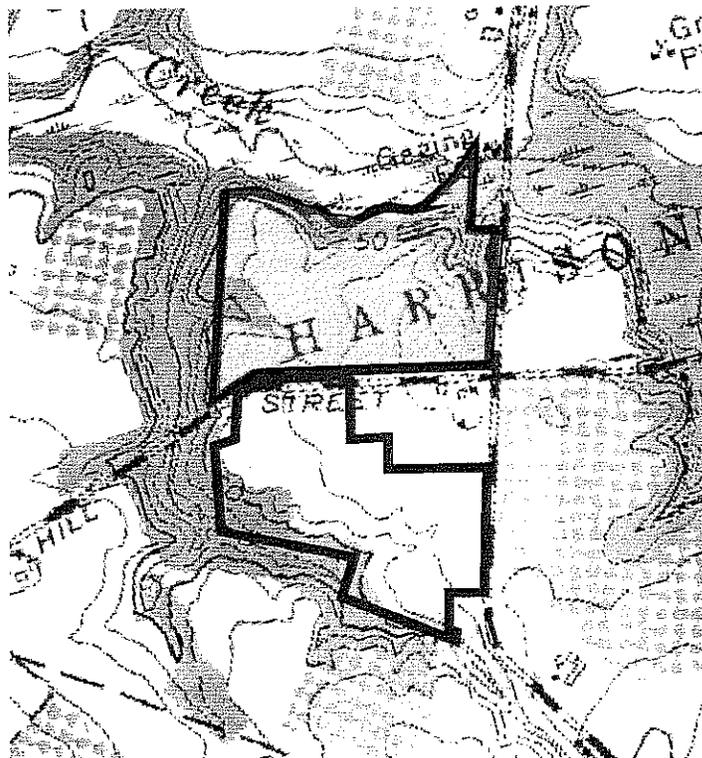
Land Description: The comparable is identified as Block 51, Lot 8, Tax Map #29, Harrison Township, Gloucester County, NJ. The dimensions and shape of the parcels can be seen graphically in the attachments contained below. The subject parcel consists of a single contiguous lot located within the same municipality. Overall, the parcel had an irregular shape. According to the municipal tax records there is a total of 42.3+/- acres, gross, which was roughly the same amount as indicated by municipal tax maps. Actual survey indicates an area of 41.6+/- acres. Road frontage was estimated at approximately 2,655'+/-, 865' along Tomlin Station Rd and 1790' along High St.

Block/Lot	Frontage	Area in Acres
51/8	1790' High St	41.6+/- acres
	865' Tomlin Station	

Block: 51 **Lot:** 8 **as Indicated on Tax Map #: 29**
Land Area: 41.6+/-Acres (1,812,096 sq ft) **Shape:** Irregular **Frontage:** 2,655'

Topography: Topography across the comparable parcels is varied. There is some wetland area to the rear. More than half of the parcel was open and used for crop production. The remainder was wooded or wetland, mostly towards the rear of the parcel, as noted.

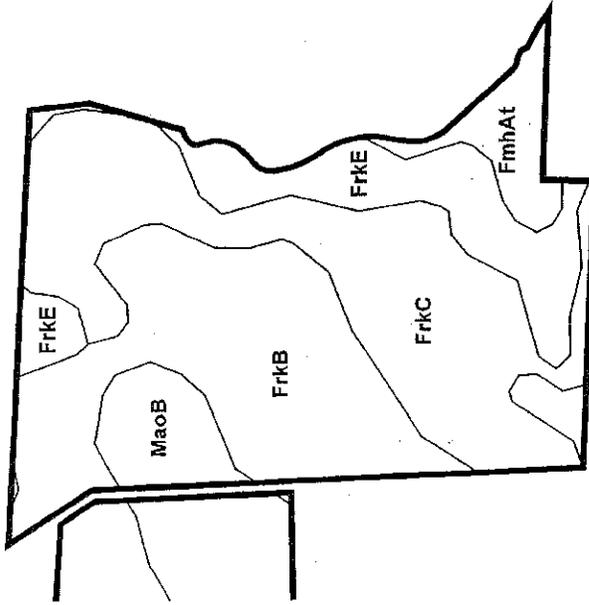
Topographic Map



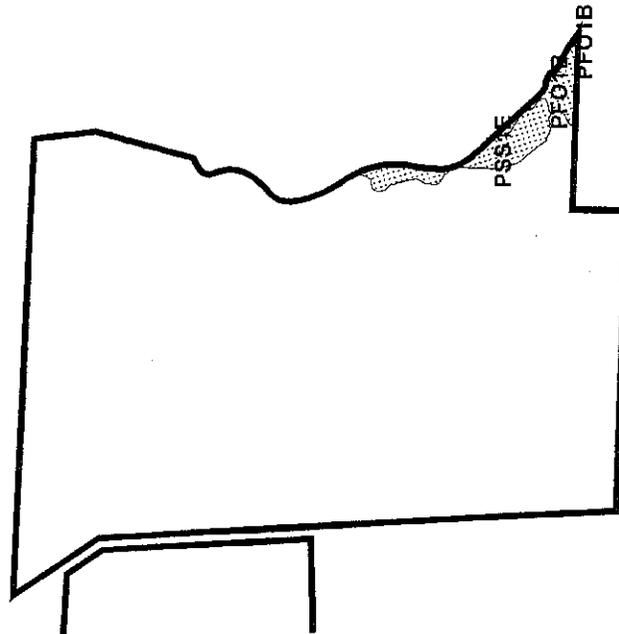
Utilities: Electric & Telephone

Zoning (Uses permitted/Bulk requirements): Harrison Township - R-1 Residence - Agricultural District - Uses by right include single-family detached houses, agricultural

Soils Map

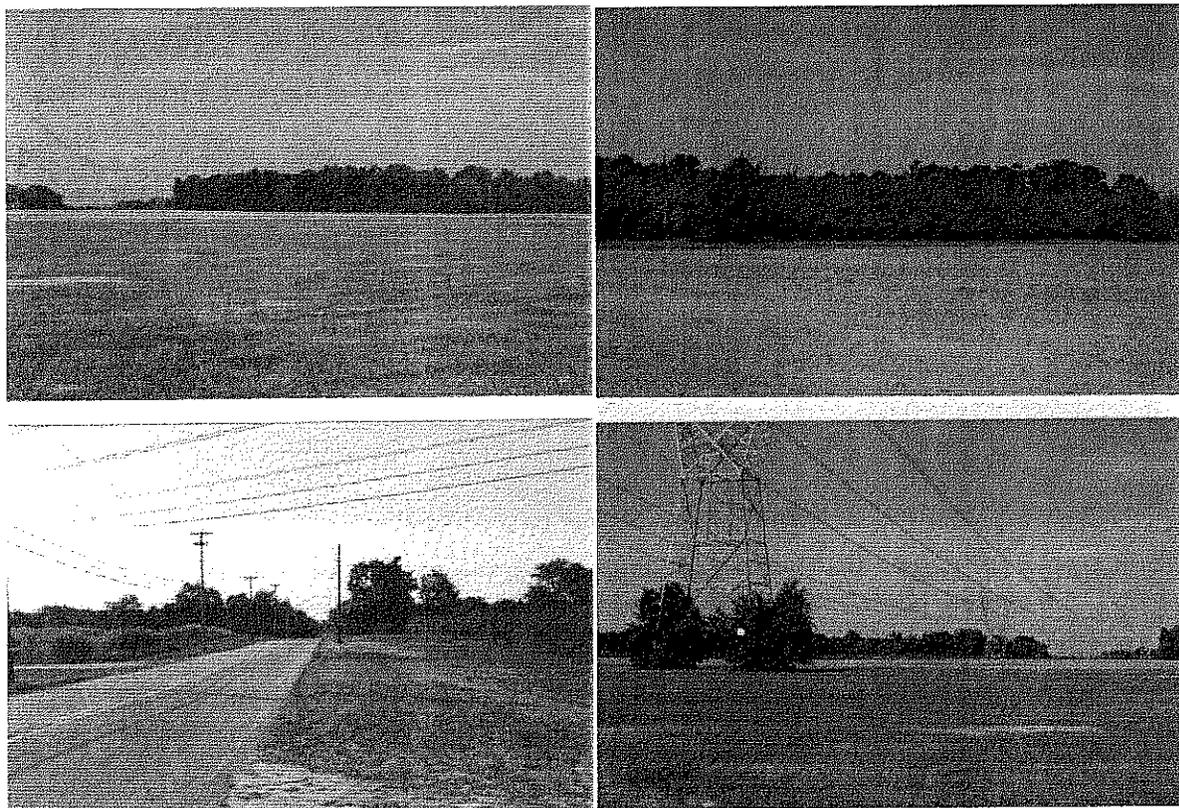


Wetlands Map



UNAPPROVED/UNIMPROVED
RESTRICTED VACANT LAND
COMPARABLE FARMLAND SALE NUMBER 4
Franklinville-Swedesboro Rd (Elk Rd), SWS
North of Monroeville Rd
Block 2601, Lot 5, Tax Map #26
Franklin Township, Gloucester County, NJ

Site Photos



Deed Date: February 5, 2010
Deed Recorded in Book: 4750

Deed Recorded On: March 18, 2010
On Page: 194

Grantor: Edward & Susan Eivich, Pitman, New Jersey
Grantee: Liberty Bell Bank, Custodian for Peter G. Buchert, IRA

Consideration: \$170,000 **Reflects:** \$4,191 per acre preserved farmland

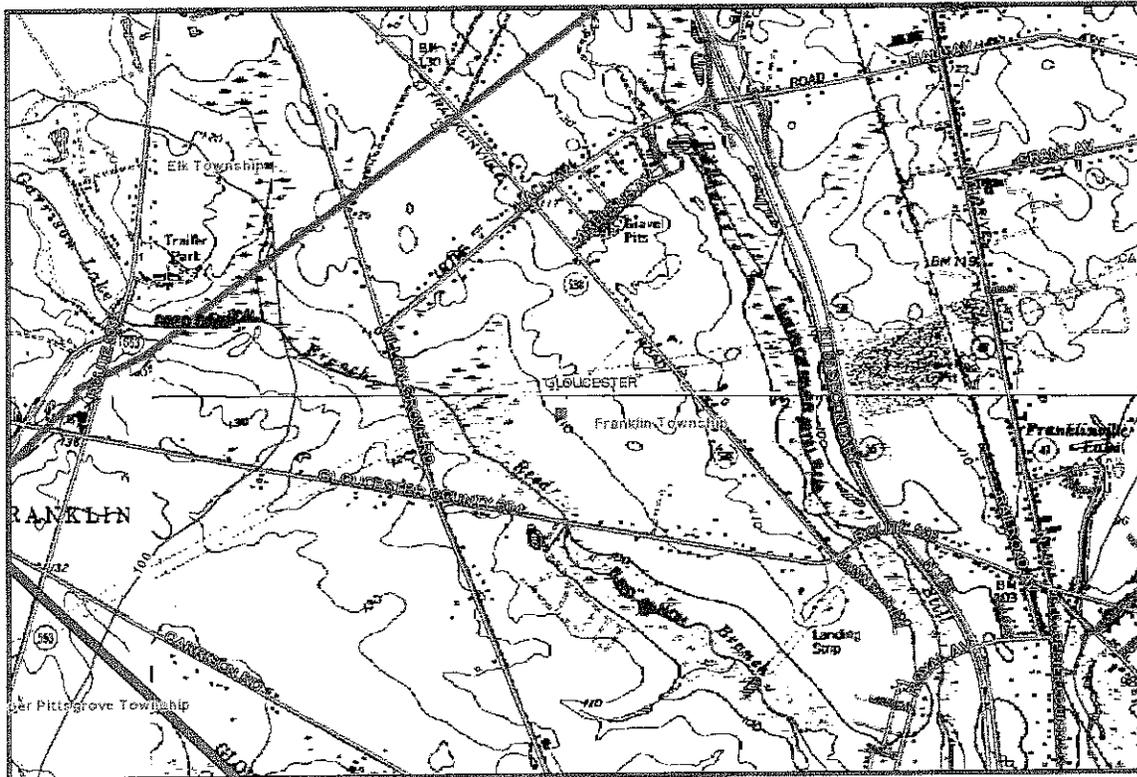
Real Property Rights Conveyed: The sale included all rights in fee simple.

Conditions of the Sale: Sale was arms length for the fee simple purchase of the subject parcel with all development rights removed and deeded to the County of Gloucester. Deed of Easement recorded in deed book 3873, page 337, dated October 29, 2004 for a consideration of \$154,888 or \$3,800 per acre.

Topography: The actual topographic quadrangle indicates a number of residential structures along Swedesboro Rd. Other topographic features seemed to be common to the area in general. The subject parcel appeared to be gently rolling with slopes of 0% to 5%. Except for the very rear the parcel was clear, 34+/- acres cropland, 5+/- acres of woodland, leaving 1+ acres for roads and miscellaneous areas. For purposes of appraisal I would estimate that approximately 12% was wooded, approximately 87% open.

The public UTILITIES consisted of electric. Both water supply and sewage disposal were handled by a private system, i.e. water well and septic system, respectively. The subject property has a high tension electric line easement traversing the central portion of the parcel.

Topographic Map



Highest & Best Use At Time Of Sale: Agricultural/No Residential Development Potential

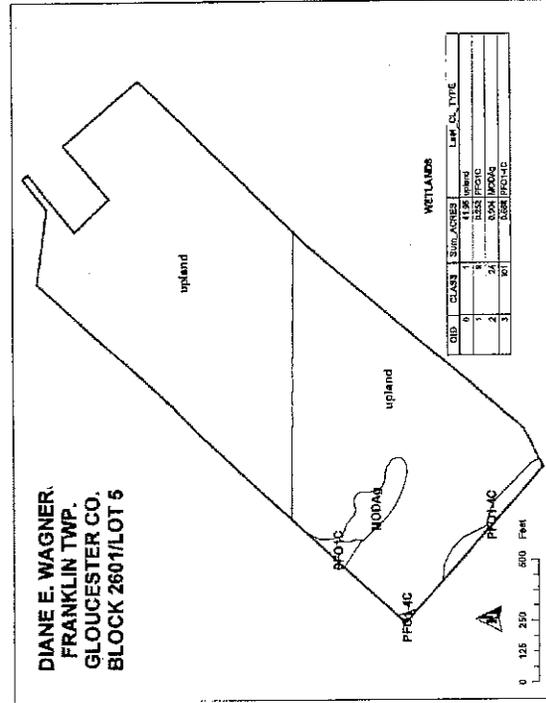
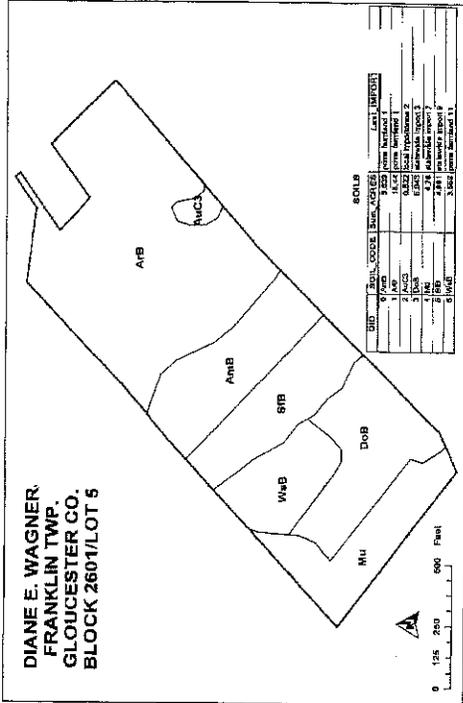
Remarks/Narrative Description of Property: This is the sale of vacant, preserved farmland containing some 40+ acres. The comparable parcel is unimproved. The property has wooded margins and central fields/pasture. Crop farming is the main agricultural activity.

The subject property has minor site improvements, which are for the current agricultural use. The parcel seems well adapted to this use.

Grantor had planned a paintball operation but this was eventually denied as it was not an agricultural use which is specifically required in the deed of easement.

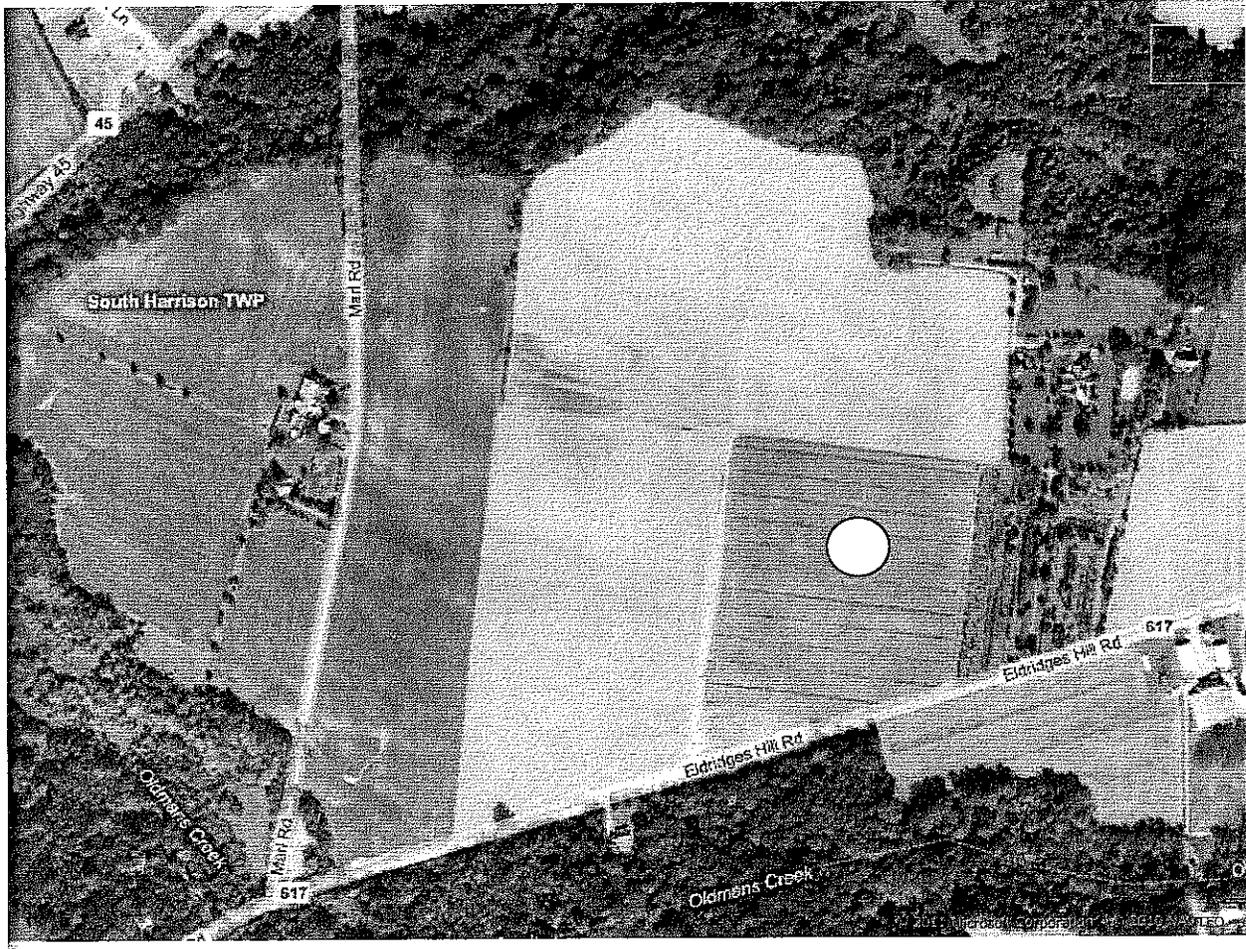
The 2010 Real Estate Tax Assessment (farm qualified) is Land = \$16,000; Improvements = \$00; Total = \$16,000.

SOILS and WETLANDS MAPS



PRESERVED FARMLAND
IMPROVED FARM SALE
COMPARABLE SALE NUMBER 5
720 Eldridge's Hill Rd (aka Woodstown-Harrisonville Rd), North Side
West of Harrisonville-Mullica Hill Rd
Block 28, Lot 3.01, Tax Map #6
South Harrison Township
Gloucester County, New Jersey

Site Photos/ Aerial Photo



Deed Date: June 29, 2010
In Deed Book: 4785

Deed Recorded On: July 7, 2010
On Page: 215

Grantor: NJ SADC, Trenton, NJ
Grantee: Sebastian & Jacqueline Marion, Swedesboro, NJ

Consideration: \$705,000

Reflects: \$5,595 per acre approved/improved
includes improvements - residence and barn

Real Property Rights Conveyed: Fee Simple - absent all residential development rights except for the single existing house which is permitted to remain as a residence but is limited to a maximum area of 3500 sq ft.

seasonal basis, and processing of agricultural products, (3) Detached single-family dwelling units, (4) Public and nonprofit playgrounds, athletic fields, swimming pools, conservation areas and parks, (5) Temporary buildings, temporary construction office and temporary storage of materials, provided that such use is located on the lot where construction is taking place or on a lot adjacent to or part of the development site, (6) Buildings, structures and uses owned and operated by the Township of South Harrison, (7) Cemeteries on lots at least two acres in size, (8) Accessory uses and accessory buildings incidental to the above uses.

Highest and Best Use at time of sale: Agricultural with Secondary Limited Residential Use

Other Comments: The subject consisted of preserved farmland with a residence and agricultural outbuildings. Dimensions, shape and area of the comparable parcel can be seen graphically in the attachments below. The parcel was rather irregular in shape. The sale is believed to be arms length. The sale included all improvements and land.

According to the SADC the subject lands contained 37% prime soils, and 56% statewide importance soils an 7% other. The cropland is 77% harvested with 16% woodlands. House reported in good condition; auction sale.

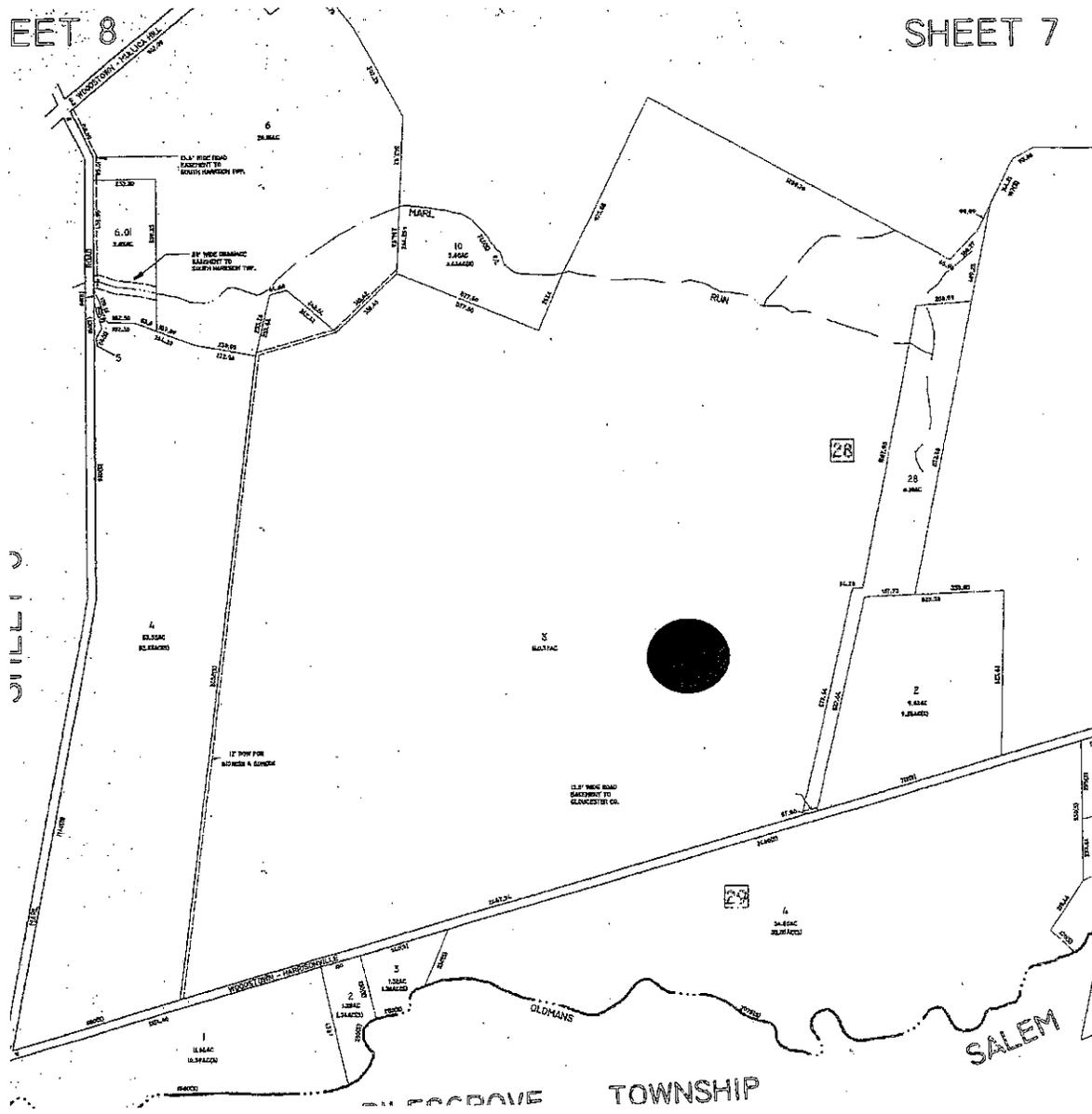
The sales price included both land and buildings. The value allotted to the improvements was determined by dividing the 2010 tax ratio by the tax assessment for the improvements. This resulted in \$116,900 divided by 1.00% or \$116,900.

Tax Assessment: (extracted from municipal records). The parcels contained residential improvements. Municipal records indicated the following assessments, at the time of sale.

Classification	Land \$\$	Bldg \$\$	Total \$\$
Unspecified	\$1,885,000	\$116,900	\$2,001,900

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
CoeAs	Colemantown loam, 0 to 2 percent slopes, occasionally flooded	1.3	1.2%
FrkA	Freehold sandy loam, 0 to 2 percent slopes	12.3	11.1%
FrkB	Freehold sandy loam, 2 to 5 percent slopes	2.3	2.1%
LenA	Lenni loam, 0 to 2 percent slopes	10.2	9.2%
SabB	Sassafras loamy sand, 0 to 5 percent slopes	47.9	43.4%
SabF	Sassafras loamy sand, 15 to 40 percent slopes	7.4	6.7%
SacA	Sassafras sandy loam, 0 to 2 percent slopes	20.9	18.9%
SacB	Sassafras sandy loam, 2 to 5 percent slopes	3.4	3.1%
WeeB	Westphalia fine sandy loam, 2 to 5 percent slopes	4.6	4.2%
WokA	Woodstown-Glassboro complex, 0 to 2 percent slopes	0.0	0.0%
Totals for Area of Interest		110.2	100.0%

Tax Map
South Harrison Township
Block 28, Lot 3.01, Tax Map #6



Adjusted Land Sales Unit Values As Restricted: The appraiser did not make time adjustments as were made on the unrestricted sales. The numbers of restricted land sales are too few to make a statistically relevant analysis of the change in value over time. Although values have risen over recent years the market downturn of this year has all but erased those gains. I do not feel as though there is any need for a negative time adjustment, as I have not seen any evidence that supports such an adjustment for preserved farmland.

While restricted farms had a limited utility there is still some allocation made by buyers for location within the county. All of the preserved farmland sales were located within Gloucester County. As the reader will be no doubt note, and as can be seen from historical data, there are certain areas which simply sell at lower unit values than others. For this reason I have felt it necessary to adjust the comparables for location.

The appraiser has made no adjustments for zoning. Zoning on development-restricted parcels is irrelevant to the extent that zoning is in place primarily to control development. The very act of development restriction precludes any consideration for zoning. Comparable property selection was based on highest and best use of the subject property as restricted. The appropriate zoning designation is supplied as a reference for the reader.

Size is based on the overall size of the parcel. Larger sites tend to be more "farmable". Smaller sites are not as conducive to farm operations and often appeal to a different market segment, estate type properties. These estate type of purchasers often have a larger disposable income with which to purchase such lands. They often pay a premium as measured by the unit value. These features of largeness and smallness were related to the subject property. In this case no adjustments were made.

In the cases where property is not restricted for development purposes the shape of the site is as, or more, important than size. In the case of restricted property however, provided that access is available, the amount of frontage or the quality of frontage is not necessarily important. Generally speaking, I have not considered adjustments for this category. Neither were these physical characteristics reported in the summary grid.

I have made some adjustments for wetlands influences. The adjustments for soil types were considered but due to the nature of the subject soils, no specific adjustment is made for soil types since the wetland areas account for the majority of soil differences. Thus, an additional soil adjustment would be a double dip.

FINAL ESTIMATE OF LAND VALUE RESTRICTED

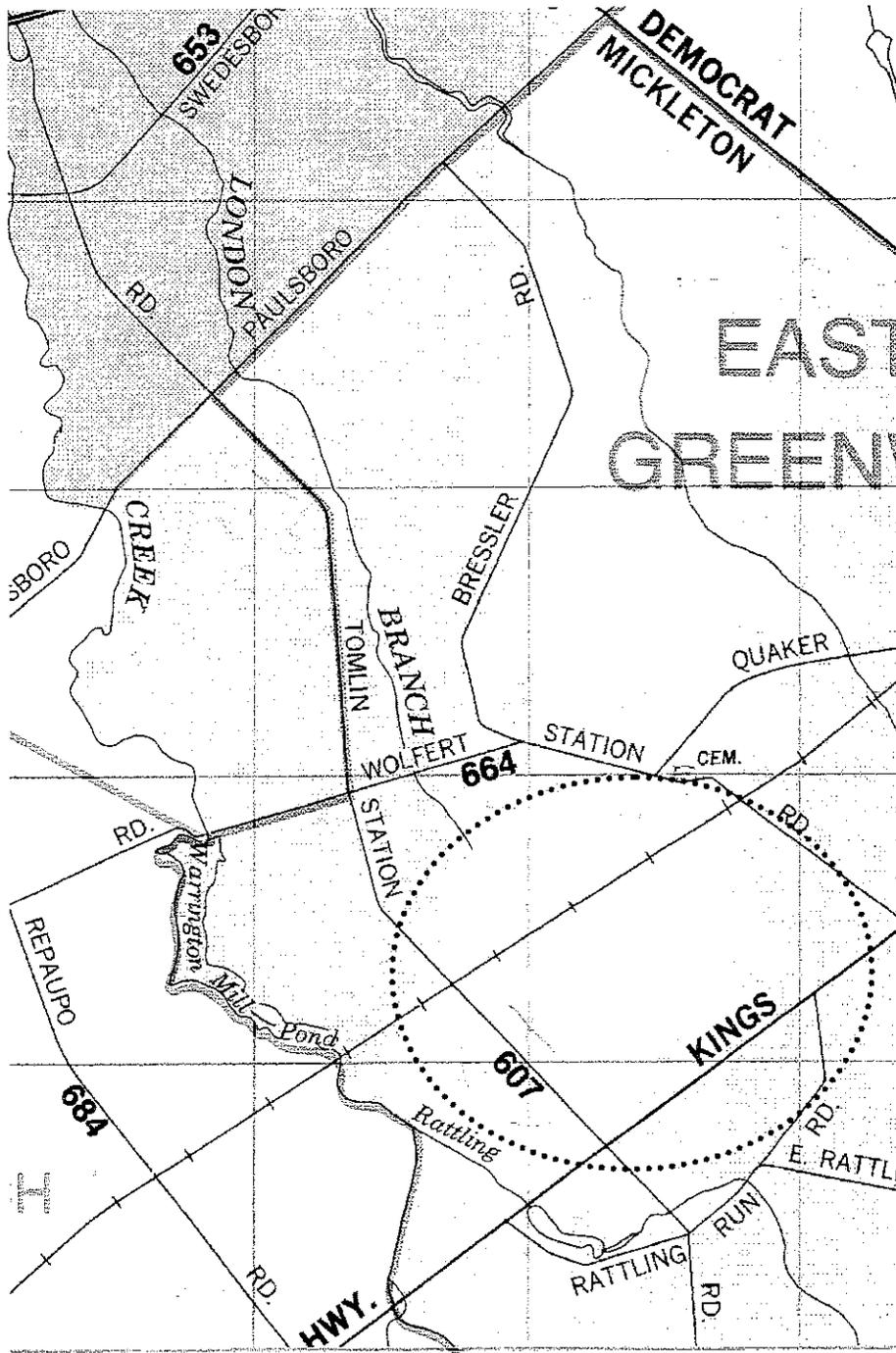
The subject parcel in the restricted state will have the same dimensions and frontage as that previously described in the unrestricted state. The parcel contained a total area of 119+/- net acres and had access along Ogden Rd. The estimated value of the site as restricted was calculated by multiplying the proper unit factor by the appropriate number of subject units for the subject site. The final calculation would be 119 acres times the unit value of \$5,000 per acre. This results in a final indicated value for the land as restricted of \$570,000.

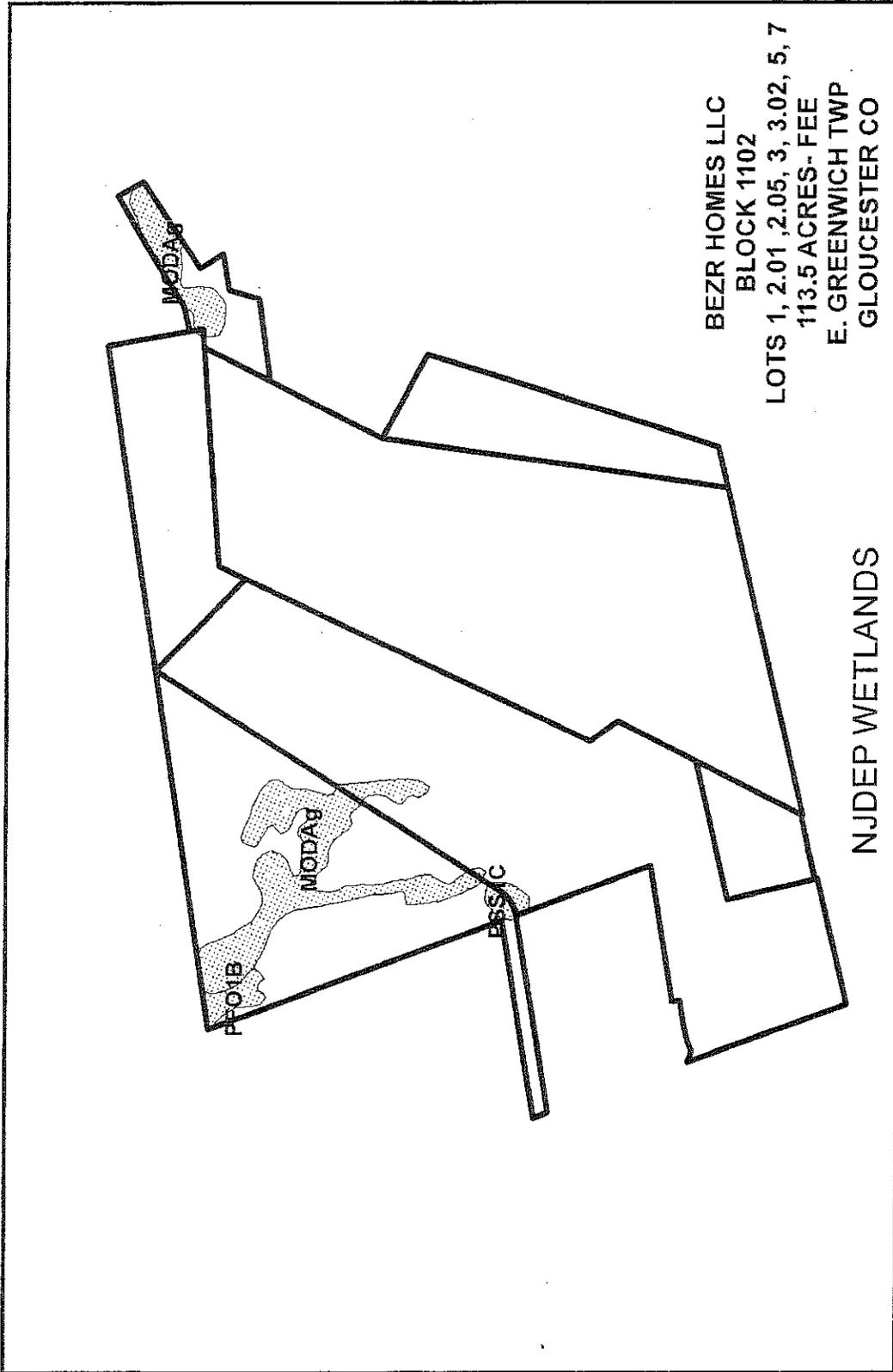
INDEX TO APPENDICES

- 1) ZONING MAP
- 2) PLAT MAP/MUNICIPAL TAX MAP
 - Location of Subject
 - Location of Exception/Aerial Photo and Tax map Overlay
- 3) LOCATION MAP
- 4) DEED
- 5) TOPOGRAPHIC MAP
- 6) WETLANDS MAP
 - Location of Subject & Exception Area
- 7) SOILS MAP
 - Location of Subject & Exception Area
- 8) SURFACE WATER QUALITY STANDARDS
- 9) APPROVED SITE PLAN
- 10) CALCULATIONS FOR IMPERVIOUS COVER ALLOWANCE
- 11) AERIAL PHOTOGRAPH
- 12) DEEDS
- 13) CITED REFERENCES
- 14) QUALIFICATIONS OF APPRAISER

- **The indicated location of the subject parcel on any**
 - **of the attached maps is approximate.**

LOCATION MAP
Location of Subject is Approximate





BEZR HOMES LLC
 BLOCK 1102
 LOTS 1, 2.01, 2.05, 3, 3.02, 5, 7
 113.5 ACRES - FEE
 E. GREENWICH TWP
 GLOUCESTER CO

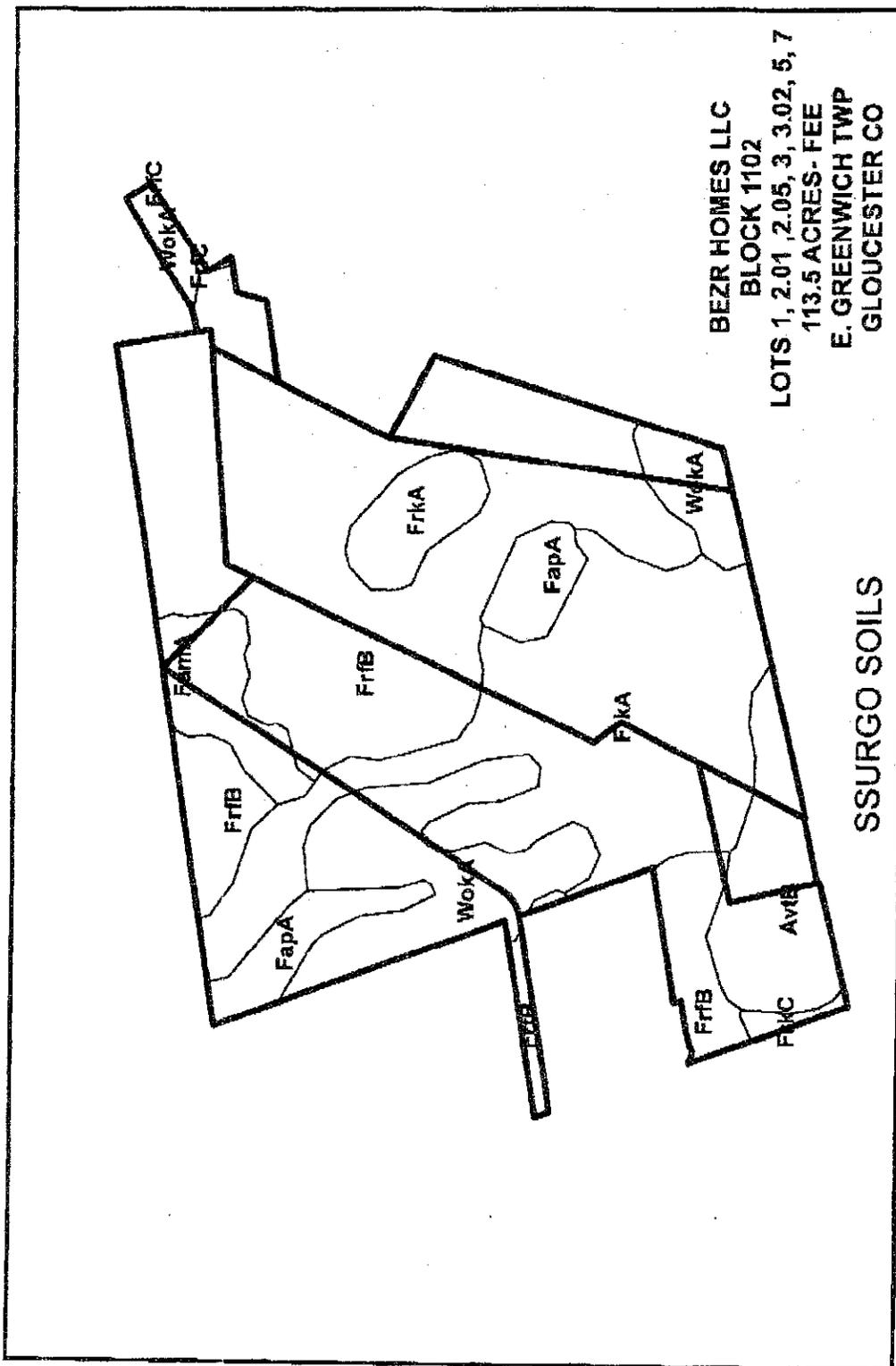
NJDEP WETLANDS

CLASS	COWARDIN	LABEL	ACRES
24	MODAG	AGRICULTURAL WETLANDS (MODIFIED)	1.34
24	MODAG	AGRICULTURAL WETLANDS (MODIFIED)	4.87
16	PFO1B	DECIDUOUS WOODED WETLANDS	0.49
27	PSS1C	DECIDUOUS SCRUB/SHRUB WETLAND	0.37



1 inch equals 500 feet

SOILS MAP
 Location of Subject is Approximate

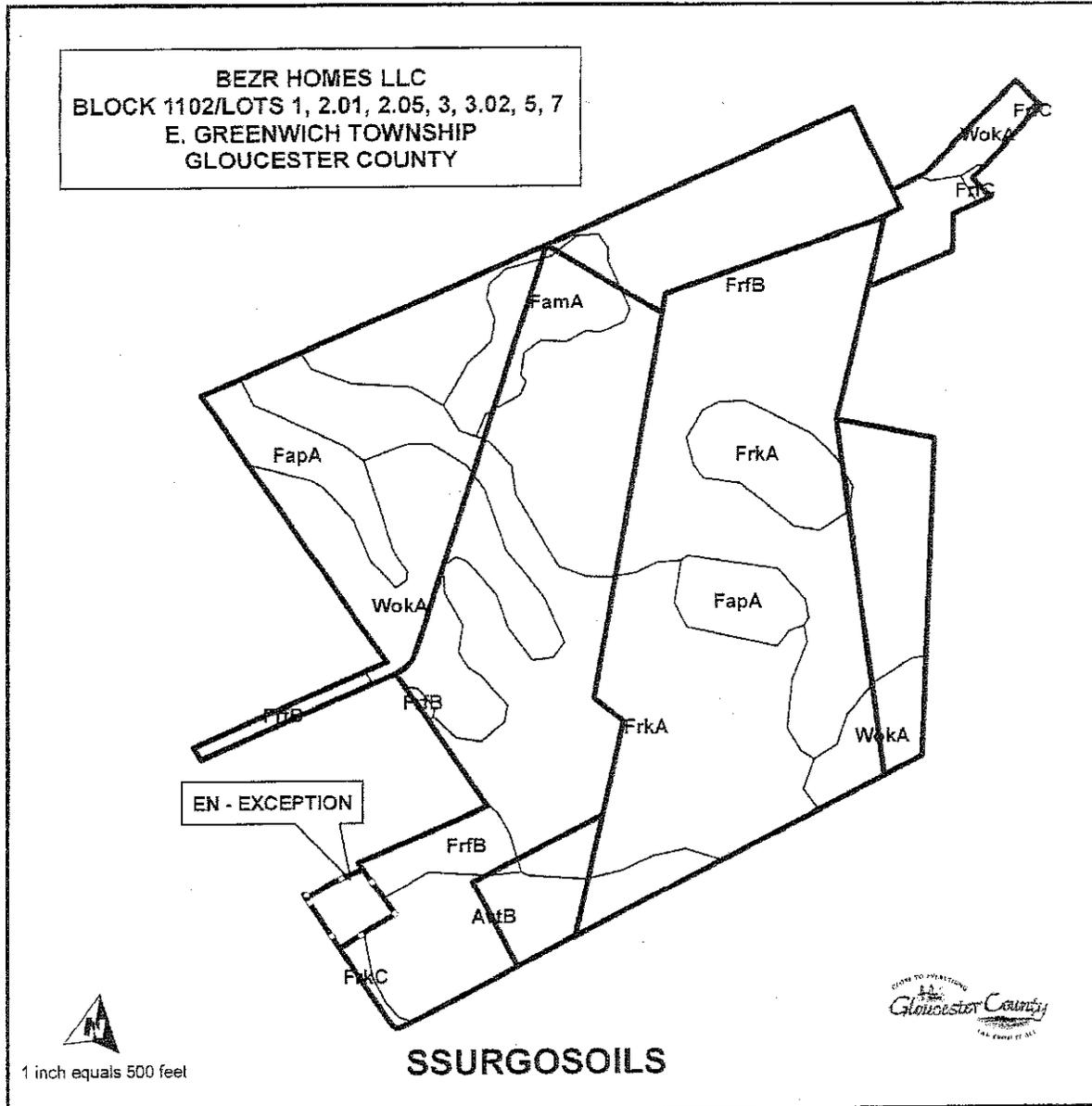


SSURGO SOILS

musym	Last_muname	Last_muhect	Sum_Acres
AvB	Aura-Sassafras sandy loams, 2 to 5 percent slopes	Potentially highly erodible land	7.7354
FmA	Fallsington sandy loam, 0 to 2 percent slopes	Not highly erodible land	4.3544
FpA	Fallsington loam, 0 to 2 percent slopes	Not highly erodible land	5.5537
FrB	Freehold loamy sand, 0 to 5 percent slopes	Potentially highly erodible land	49.0868
FrC	Freehold loamy sand, 5 to 10 percent slopes	Potentially highly erodible land	0.0889
FrkA	Freehold sandy loam, 0 to 2 percent slopes	Not highly erodible land	31.5862
FrkC	Freehold sandy loam, 5 to 10 percent slopes	Potentially highly erodible land	0.5245
WokA	Woodstown-Glassboro complex, 0 to 2 percent slopes	Not highly erodible land	14.4239

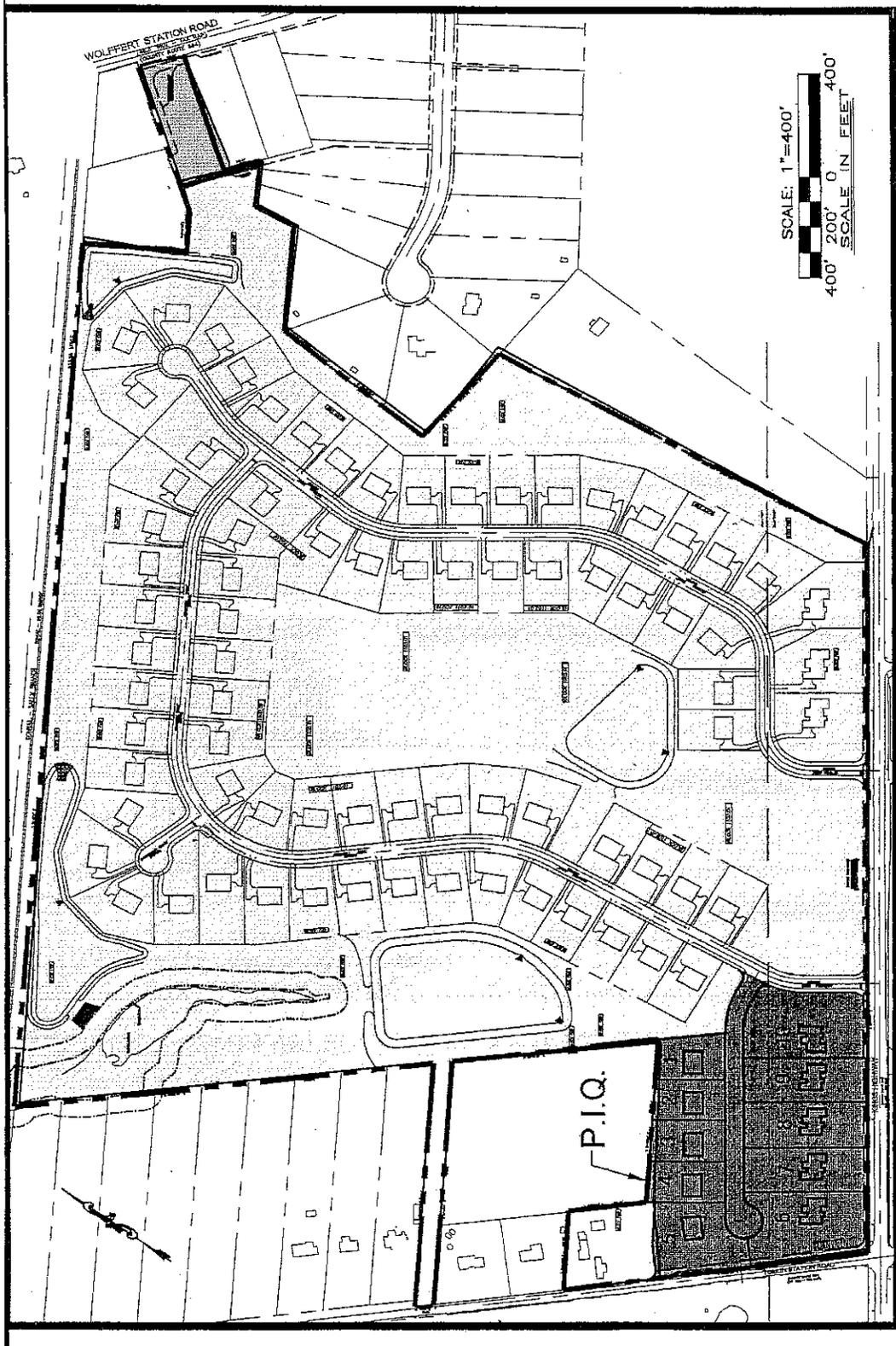


1 inch equals 500 feet



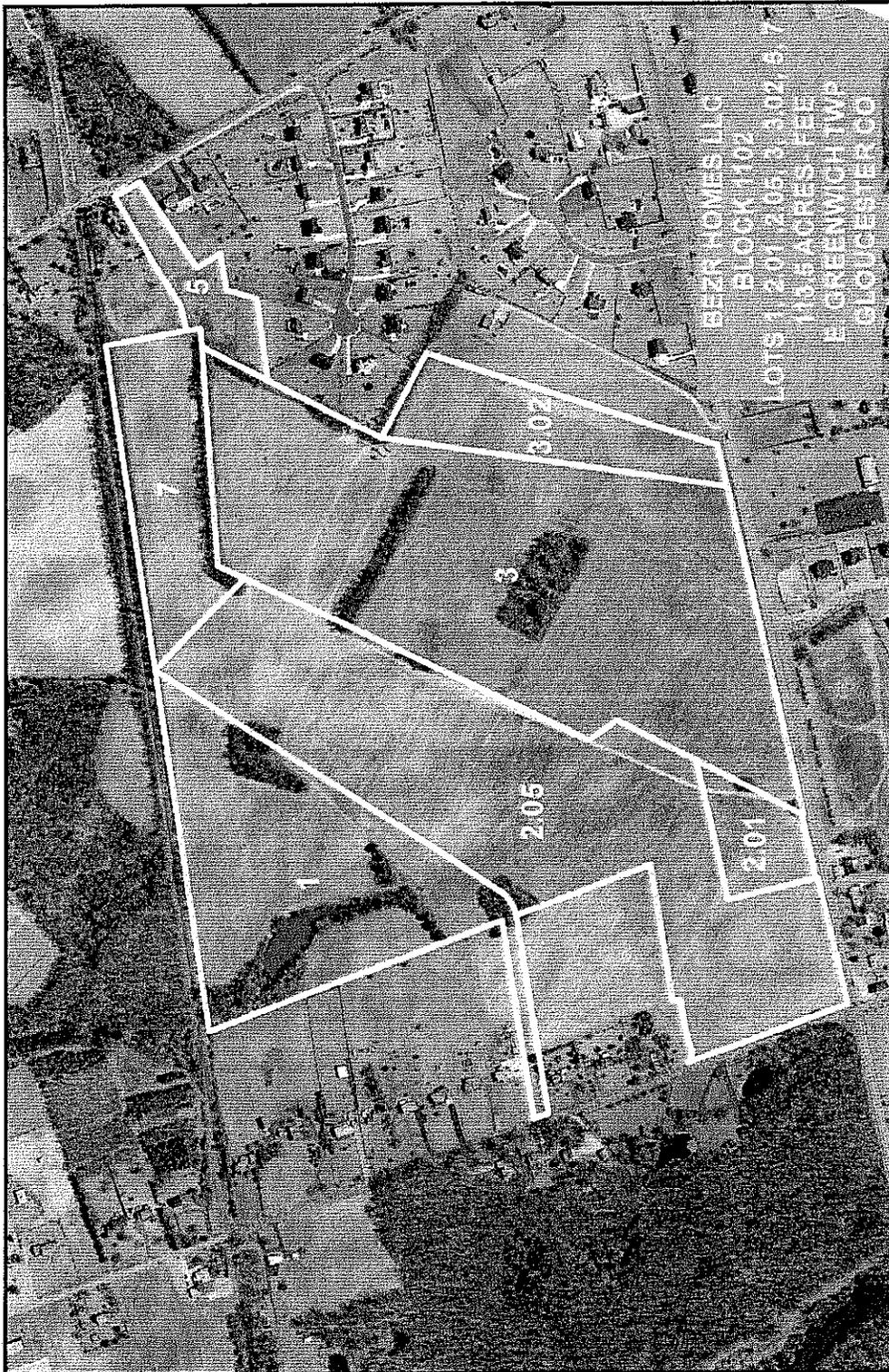
musym	muname	farmlandcl	Acres
AvtB	Aura-Sassafras sandy loams, 2 to 5 percent slopes	All areas are prime farmland	7.553562
FamA	Fallsington sandy loam, 0 to 2 percent slopes	Farmland of statewide importance	4.386901
FapA	Fallsington loam, 0 to 2 percent slopes	Farmland of statewide importance	3.085043
FapA	Fallsington loam, 0 to 2 percent slopes	Farmland of statewide importance	2.460881
FrkB	Freehold loamy sand, 0 to 5 percent slopes	All areas are prime farmland	45.259538
FrkB	Freehold loamy sand, 0 to 5 percent slopes	All areas are prime farmland	2.928763
FrkC	Freehold loamy sand, 5 to 10 percent slopes	Farmland of statewide importance	0.162298
FrkA	Freehold sandy loam, 0 to 2 percent slopes	All areas are prime farmland	28.112237
FrkA	Freehold sandy loam, 0 to 2 percent slopes	All areas are prime farmland	3.637415
FrkC	Freehold sandy loam, 5 to 10 percent slopes	Farmland of statewide importance	0.398284
WokA	Woodstown-Glassboro complex, 0 to 2 percent slopes	All areas are prime farmland	1.169665
WokA	Woodstown-Glassboro complex, 0 to 2 percent slopes	All areas are prime farmland	10.556215
WokA	Woodstown-Glassboro complex, 0 to 2 percent slopes	All areas are prime farmland	2.676688

APPROVED SITE PLAN
Site Plan in Yellow
Remainder of Lot 5 in Red - included in appraisal



OVERALL MINOR CATCHMENT SUBDIVISION

PHOTOS OF SUBJECT PROPERTY
Aerial Photos



NJOIT 2007 DIGITAL ORTHOPHOTOGRAPHY



1 inch equals 500 feet

DOCKET# 25389 DB 3964 P 292

12/5581

DEED

This Deed is made on April 15, 2005,
BETWEEN

ERNEST BEIER, JR. and ELINOR BEIER, his wife,

whose post office address is 1609 Ravenswood Way, Cherry Hill, NJ 08003,

referred to as the Grantor,
AND

CONSIDERATION: \$1,190,266.00		EXEMPT CODE: B	
County	State	H.P.N.R.F.	
\$1,191.69	\$2,975.06	\$1,560.75	
P.H.P.F.A.	E.A.A.		Total
\$595.25	\$2,338.15		\$11,880.05
GEN PURP	CASH		
\$3,219.15	\$.00		
N.H.L.P.I.N.D.	Date: 4/19/2005		

BEZR HOMES, L.L.C., a New Jersey Limited Liability Company,

whose post office address is 716 Nicole Drive, Mickleton, NJ 08056,

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 **ONE MILLION, ONE HUNDRED NINETY THOUSAND, TWO HUNDRED SIXTY-SIX DOLLARS (\$1,190,266.00).** The Grantor acknowledges receipt of this money.

2. **Tax Map Reference.** (N.J.S.A. 46:15-1.1) Municipality of **TOWNSHIP OF EAST GREENWICH**

Block No. **1102,** Lot Nos. **3, 3.02 & 7** Account No.

No property tax identification number is available on the date of this Deed. (Check box is applicable.)

3. **Property.** The Property consists of the land and all the buildings and structures on the land in the **TOWNSHIP** of **EAST GREENWICH**

County of **GLOUCESTER** and the State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof (check box if applicable).

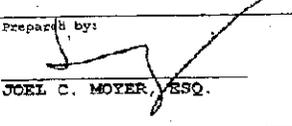
SEE LEGAL DESCRIPTION APPENDED HERETO AND MADE A PART HEREOF.

BEING a part of the same lands and premises which became vested in Ernest Beier, Jr. and Elinor Beier, his wife, by Deed from Mary Jane Heritage, widow, dated 12-31-87, recorded 1-6-88, in Deed Book 1694, Page 210.

AND

BEING a part of the same lands and premises which became vested in Ernest Beier, Jr., married man, by Deed from Adelbert E. Thompson and Martha C. Thompson, his wife, dated 7-14-88, recorded 7-26-88, in Deed Book 1763, Page 225.

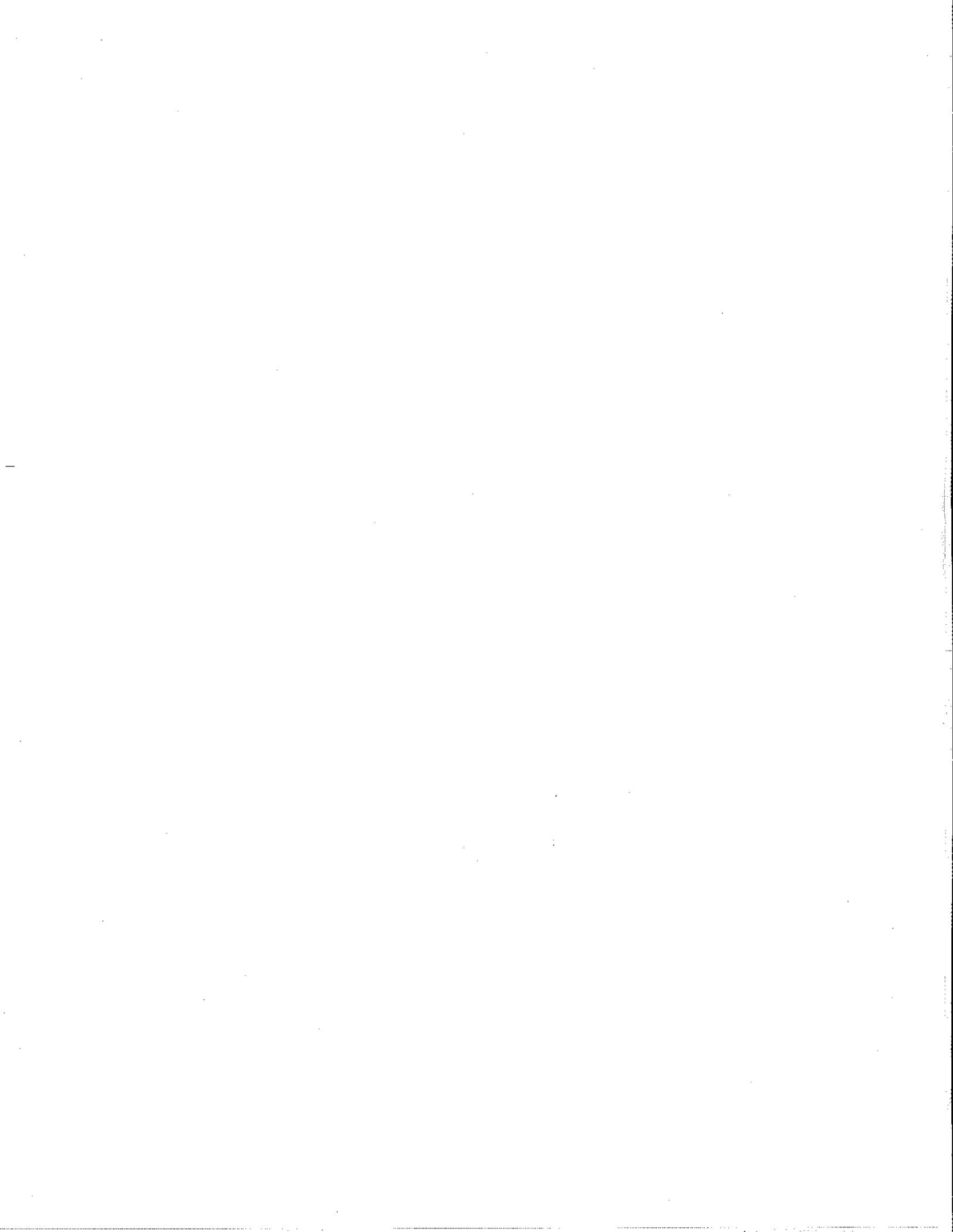
(For Recorder's Use Only)

Prepared by:  JOEL C. MOYER, ESQ.

103PD - Deed - Bargain and Sale w/Cov.

CITED REFERENCES USED IN THIS REPORT

- 1 *The Dictionary of Real Estate Appraisal*, 5th edition. 2010. Chicago: Appraisal Institute.
 - 2 *Real Estate Appraisal*, 13th edition. 2008. Chicago: Appraisal Institute.
 - 3 Jay. D. Eaton, MAI, SRA. 1995. *Real Estate Valuation in Litigation*. Chicago: Appraisal Institute.
 - 4 Tony Sevelka, MAI. 2003. *Expropriation and Condemnation: the Larger Parcel*. The Appraisal Journal, January.
 - 6 *Uniform Standards of Professional Appraisal Practice*. The Appraisal Foundation. Washington, DC.
 - 7 NJ State Agricultural Committee. 2011. *New Jersey Farmland Preservation Program Appraiser Handbook*. Trenton, NJ. Available From: SADC Office in Trenton.
 - 19 Hodges, Jr. *Three Approaches*. 1993. The Appraisal Journal. Chicago: Appraisal Institute, October.
 - 45 *Uniform Appraisal Standards for Federal Land Acquisitions*, 5th edition. 2000. Chicago: Appraisal Institute.
- * The appraiser also utilized a number of websites for informational data related to the description of the regional and local areas, i.e. census data, county and township descriptive data. Some of these items are formally cited; others are not.



62

E & A Associates

INVOICE

109 Appaloosa Way
Sewell, NJ 08080

609 922 4815

Client:

Ken Atkinson, Director of Farmland Preservation
1200 N. Delsea Drive
Building A
Clayton, NJ

INVOICE NUMBER: 201105
INVOICE DATE: November 3, 2011

TERMS: Net 45
SALES REP: Albert Crosby

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	Development Easement Appraisal Owner: Bezr Homes LLC & NAR Farms LLC Location: Kings Highway & Tomlin Station Road, East Greenwich Twp., NJ Block/Lot: 1102, Lots 1, 2.01, 2.05, 3, 3.02, 5, & 7 PO # 11-04185	\$3,250.00	\$3,250.00
SUBTOTAL			\$3,250.00
PAY THIS AMOUNT			\$3,250.00

DIRECT ALL INQUIRIES TO:
Albert Crosby
609 922 4815
email: albertcrosby@comcast.net

MAKE ALL CHECKS PAYABLE TO:
E & A Associates
109 Appaloosa Way
Sewell, NJ 08080

THANK YOU FOR YOUR BUSINESS!

aut
11-7-2011

Appraisal of Real Property

Development Easement Acquisition
115.00 Acres of Land – 87 Lot Approved Subdivision
Owner: Bezr Homes, LLC & NAR Farms LLC
Northwest corner of Kings Highway (C.R. 551) & Tomlin Station Road (C.R. 607)
(Block 1102, Lots 1, 2.01, 2.05, 3, 3.02, 5, & 7)
East Greenwich Township, Gloucester County, NJ
E & A File #211004

Effective Date of Valuation

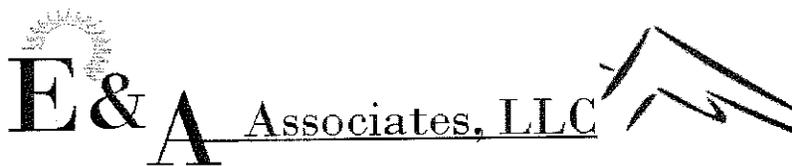
October 3, 2011

Prepared For

Ken Atkinson, Director
Gloucester County Office of Land Preservation
1200 N. Delsea Drive
Clayton, NJ 08312

Prepared By

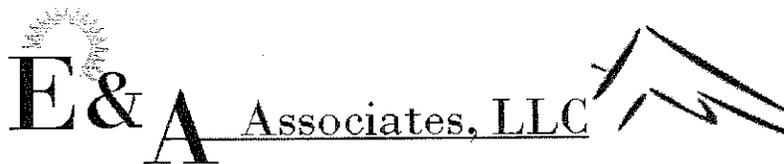
Albert R. Crosby, CTA
NJ Certified General #42RG00222000



Real Estate Appraisal & Consulting

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

Albert R. Crosby, CTA, NJ SCGREAA*



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

October 31, 2011

Ken Atkinson, Director
Gloucester County Office of Land Preservation
1200 Delsea Drive
Clayton, NJ 08312

Re: Appraisal of Real Property

Owner: Bezr Homes, LLC & NAR Farms LLC
Northwest Corner of Kings Highway & Tomlin Station Road
Block 1102, Lots 1, 2.01, 2.05, 3, 3.02, 5, & 7
East Greenwich Township, Gloucester County, NJ
E & A File No. 211004

Dear Mr. Atkinson,

Per your request and in accordance with our agreement, I have prepared a narrative report in a self-contained format for the above referenced property. The intended use of the appraisal was to provide a market value estimate of a development easement on the property as per the restrictions of the New Jersey Agriculture Retention and Development Program. The intended user is the client, the County of Gloucester, their legal representation, the State Agricultural Development Committee (SADC) and Natural Resources Conservation Service (NRCS).

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 characteristics.

The enclosed appraisal report includes the information relevant to the valuation of the property as well as the methodology used to arrive at the value conclusion, using a Before and After valuation methodology. It has been prepared in conformity with the Uniform Standards of Professional Practice of the Appraisal Foundation, the Uniform Appraisal Standards for Federal Land Acquisition (Yellow Book), the code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and in compliance with the appraisal regulations promulgated by the State Agriculture Development Committee (SADC).

In the valuation I have carefully considered all the relevant factors affecting value, including subject property location, zoning, physical characteristics, approvals, and recent sales for similar properties.

The subject property is located on the northwest corner of Kings Highway (County Route 551) and Tomlin Station Road (County Route 607) with additional frontage along Wolfert Station Road (County Route 604) in the central portion of East Greenwich Township, Gloucester County, NJ. It is known as Block 1102, Lots 1, 2.01, 2.05, 3, 3.02, 5, & 7 on the official tax assessment map of East Greenwich Township.

The site offers a combined land area of 115.00 acres that is mostly clear and level to gently sloping with approximately 6% encumbered by wetlands, of which a majority is classified as modified agricultural. It offers final approvals from East Greenwich with all of the required conditions for approvals having been met. The approved subdivision, known as Kings Gate West is an 87 lot residential subdivision with lots ranging in size from 23,370 SF to 64,711 SF and an average lot size of 28,997 SF. Additionally, there are two lots dedicated for storm water management basins/open space.

The estimated market value is based upon the following hypothetical conditions/extraordinary assumptions:

1. *It is a Hypothetical Condition of the report that subject's land area is net of the proposed severable exception area.*
2. *It is a Hypothetical Condition of the report that the "After" value is Deed Restricted to farm use.*

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 development easement on the subject property, as of the retrospective date of October 3, 2011, to be:

Value of the Development Easement
THREE MILLION THREE HUNDRED TEN THOUSAND DOLLARS
\$3,310,000

Value of Development Easement		
	Estimated MV	Per Acre
Before Easement (Unrestricted)	\$3,930,000	\$34,474
After Easement (Restricted)	<u>\$620,000</u>	<u>\$5,400</u>
Value of Development Easement	<u>\$3,310,000</u>	<u>\$29,074</u>

Respectfully Submitted,
 E & A Associates, LLC



Albert R. Crosby, CTA
 NJ SCGRE #42RG00222000

Table of Contents

Letter of Transmittal	Attached
Section 1: Introduction	1
Summary of Salient Facts & Conclusions	1
Photographs of the Subject Property	3
Appraiser's Certification	4
Section 2: General Information	6
Purpose of the Appraisal	6
Property Rights Appraised	6
Definitions	6
Intended Use & User of Appraisal	7
Scope of the Appraisal	7
Assumptions & Limiting Conditions	9
Hypothetical Conditions/Extraordinary Assumptions	10
General Property Identification and Description	11
Effective Date of Valuation & Property Inspection	11
History & Ownership of the Property	11
Occupancy and Use	12
Real Estate Tax Assessment	12
Land Use Controls (Zoning)	13
Regional Data	16
Neighborhood Analysis	19
Market Analysis	21
Site Description	24
Improvements Description	26
Tax & Aerial Maps	27
Section 3: Property Valuation - Before the Easement	37
Highest & Best Use Analysis – Before the Easement	37
Highest and Best Use - As Vacant	37
Valuation Process	38
Sales Comparison Approach – Before the Easement	39
Land Sales Adjustments Analysis	54
Value Conclusion Before the Easement	55
Section 4: Property Valuation - After the Easement	56
Land Description and Site Improvements	56
Residential Opportunity	56
Subject's Residential Opportunity	57
Highest & Best Use Analysis - After the Easement	58
Valuation Methods	59
Sales Comparison Approach - After the Easement	59
Value Conclusion After The Agricultural Development Easement	78
Section 5: Reconciliation of the Agricultural Development Easement	79
Section 6: Value Conclusions	80
Section 7: Addenda	81
Photographs of the Subject Property	82
Portion of Zoning Ordinance	91

Copy of Resolution98
Reduced Copy of Site Plan105
Copy of Deeds.....106
Copy of Preservation Application.....123
Copy of Appraisal Order Checklist.....153
Copy of NJ DEP Letter of Interpretation159
Sample Copy of Deed of Easement161
Qualifications169

Section 1: Introduction

Summary of Salient Facts & Conclusions

Property type & Reference:	Kings Gate West - an 87 lot single-family subdivision with final approvals
Property address:	Northwest Corner of Kings Highway & Tomlin Station Rd. East Greenwich Township Gloucester County, NJ 08056
Assessor's Parcel Number:	Block 1102, Lots 1, 2.01, 2.05, 3, 3.02, 5, & 7
Appraisal Format:	Self-contained
Date of appraisal report:	October 31, 2011
Date of value:	October 3, 2011
Date of site inspection:	October 27, 2011
Real estate interest appraised:	Fee Simple
Land area:	115.00 Gross acres <u>1.00</u> Requested exception area (Non-severable) 114.00 Net acres (Net of Exception)
Residential Opportunities:	Owner is requesting a 1 acre non-severable exception area located at the southwestern portion of the site and along Tomlin Station Road for a future residential dwelling.
Building Improvements:	None
Zoning designation:	RR, Rural Residence & RKD, Rural Kings Highway
Highest and Best Use:	
Unrestricted	Development of a single-family residential subdivision comprised of 87 building lots.
Restricted	Agricultural purposes.
Value Conclusions:	

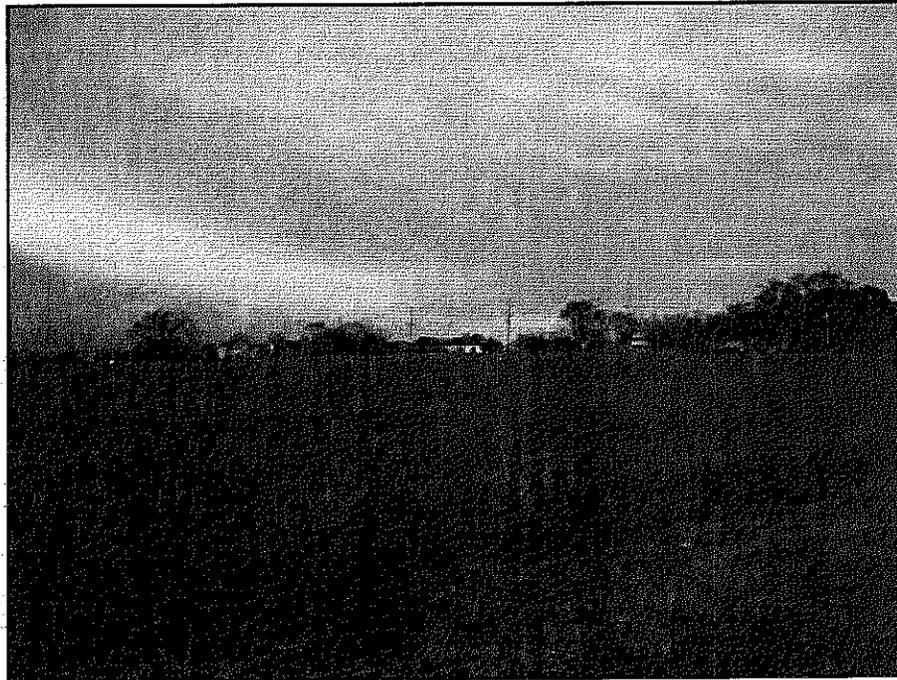
Summary of Value Conclusions				
	Before Easement (Unrestricted)		After Easement (Restricted)	
	Estimated MV	Per Acre	Estimated MV	Per Acre
Sales Comparison Approach	\$3,930,000	\$34,474	\$620,000	\$5,400
Cost Approach	N/A	N/A	N/A	N/A
Income Capitalization Approach	N/A	N/A	N/A	N/A

Value of Development Easement		
	Estimated MV	Per Acre
Before Easement (Unrestricted)	\$3,930,000	\$34,474
After Easement (Restricted)	\$620,000	\$5,400
Value of Development Easement	\$3,310,000	\$29,074

Photographs of the Subject Property



Westerly View from Kings Highway (Taken by ARC on 10/27/11)



Northerly View from Tomlin Station Road (Taken by ARC on 10/27/11)

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

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 (USPA-P)* and the *Uniform Appraisal Standards for Federal Land Acquisitions*.
- ◆ 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 October 27, 2011.
- ◆ 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)*, except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisitions* required invocation of USPAP's Jurisdictional Exception Rule, as described in Section D-1 of the *Uniform Appraisal Standards for Federal Land Acquisitions*. 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.
- ◆ Albert Crosby provided assistance for a prior appraisal of the subject property performed by Insight Appraisal Group dated March 18, 2009 with a valuation date of March 3, 2009 prepared for Gloucester County Land Preservation.

In my opinion, as of October 3, 2011, the market value of the subject before and after conveyance of the partial interest is as follows:

Value of the Development Easement
THREE MILLION THREE HUNDRED TEN THOUSAND DOLLARS
\$3,310,000

Value of Development Easement		
	Estimated MV	Per Acre
Before Easement (Unrestricted)	\$3,930,000	\$34,474
After Easement (Restricted)	\$620,000	\$5,400
Value of Development Easement	\$3,310,000	\$29,074



Albert R. Crosby, CTA
NJ SCGRE #42RG00222000

DATE OF REPORT
October 31, 2011

Section 2: General Information

Purpose of the Appraisal

The purpose of the appraisal was to provide a market value estimate before acquisition of the development easement and a market value estimate of the subject property after the proposed easement has been placed on the subject per the restrictions of the New Jersey Agriculture Retention and Development Program.

Property Rights Appraised

The property ownership rights appraised in this appraisal are those known as **Fee Simple** and represent only the surface rights.

“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.”¹

Definitions

The market value definition that will be stated and used in developing and reporting of this assignment is the definition as stated in the Uniform Appraisal Standards for Federal Land Acquisitions (aka Yellow Book) which is defined as:

Market value is the amount in cash, or in terms reasonably equivalent to cash, for which in all probability the property would have sold on the effective date of the appraisal, after a reasonable exposure time on the open competitive market, from a willing and reasonably knowledgeable seller to a willing and reasonably knowledgeable buyer, with neither acting under any compulsion to buy or sell, giving due consideration to all available economic uses of the property at the time of the appraisal.

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

The market value that a property will bring in the open market under all conditions requisite for a fair sale and which includes all rights of fee simple ownership.²

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

The market value of property subject to the deed restrictions placed on the title of the property as set forth in N.J.S.A. 2:76-6.15.³

As used within this report, **Development Easement** is defined as:

¹ The Dictionary of Real Estate Appraisal, Fourth edition, The Appraisal Institute, Chicago, Illinois (U.S., 2002), page 113

² New Jersey Farmland Preservation Program Appraiser Handbook dated May 26, 2011, pg. 16.

³ Ibid, pg. 17.

....an interest in the land only. As such it is the difference in the value of the land in the "Before", unrestricted and the value of the land "After", or restricted under the terms of the Deed of Easement. ⁴

Intended Use & User of Appraisal

The intended use of the appraisal is to report to the client the estimated market value of the development easement to assist as a valuation guide for the potential acquisition of the development easement rights of the subject property. The intended user is the client, the County of Gloucester, their legal representation, the State Agricultural Development Committee (SADC) and Natural Resources Conservation Service (NRCS).

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 except to the extent that the *Uniform Appraisal Standards for Federal Land Acquisitions* required invocation of USPAP's Jurisdictional Exception Rule. 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:
 - ◆ Tax Records and Assessment information
 - ◆ Zoning Map and Ordinance
 - ◆ Aerial Photograph
 - ◆ Soils Map, Wetlands Delineation, and Aerial provided by Gloucester County
 - ◆ Site Plans prepared by FPPE Consulting Engineers, Inc. dated September 30, 2003
 - ◆ Copy of Resolution 2004-26 (R)
 - ◆ Letter of Interpretation from the NJ DEP dated March 1, 2004.
 - ◆ Authorization to Discharge Stormwater from the NJ DEP with an effective date May 11, 2005
 - ◆ Environmental Impact Statement prepared by FPPE Consulting Engineers, Inc

⁴Ibid, pg. 15.

- ◆ 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 Appraisal Foundation's Uniform Standards of Professional Appraisal Practice (USPAP), except to the extent that the Uniform Appraisal Standards for Federal Land Acquisitions required invocation of USPAP's Jurisdictional Exception Rule, as described in Section D-1 of the Uniform Appraisal Standards for Federal Land Acquisitions. 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 an Associate Member.

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 all applicable zoning and use regulations and restrictions have been complied with, unless nonconformity has been stated, defined, and considered in the appraisal report.
11. 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.
12. 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.

13. 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.
14. 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.
15. 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.
16. 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*"⁵

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.*"⁶

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

1. *It is a Hypothetical Condition of the report that subject's land area is net of the proposed non-severable exception area.*
2. *It is a Hypothetical Condition of the report that the "After" value is Deed Restricted to farm use.*

⁵ *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation, 2010/2011 Edition.

⁶ *Uniform Standards of Professional Appraisal Practice* as promulgated by the Appraisal Standards Board of the Appraisal Foundation, 2010/2011 Edition.

General Property Identification and Description

The subject property is identified on East Greenwich Township Tax Assessment roll as Block 1102, Lots 1, 2.01, 2.05, 3, 3.02, 5, & 7, which are all qualified farmland lots. It is situated at the northwest corner of Kings Highway and Tomlin Station Road and contains a gross land area of 115.00 acres that is mostly level to gently sloping with a mostly cleared topography and frontage along three county routes. The site is currently approved for the development of an 87 unit single-family subdivision known as Kings Gate West.

Effective Date of Valuation & Property Inspection

The primary inspection of the subject property was conducted on October 27, 2011. As per the request of the client, Gloucester County Farmland Preservation, the effective date of valuation is October 3, 2011, while the date of the report is October 31, 2011. The appraiser spoke with Mr. Ronald Zeck, principal for Bezr Homes and NAR Farms, via telephone regarding the appraisal and was unaccompanied for the property inspection.

History & Ownership of the Property

Current ownership is in the name of Bezr Homes LLC (Lots 1, 2.01, 2.05, 3, 3.02, & 7) and NAR Farms LLC (Lot 5). The principal for each of the limited liability corporation's is Ronald Zeck. The site was assembled in three acquisitions as summarized in the table below.

History of Acquisitions of the Subject Property				
Block/Lot	Sale Date	Sale Price	Deed Book/ Page	Grantee/Grantor
1102/1, 2, & 2.01	3/11/2005	\$1,240,624	3944/338	EE: Bezr Homes LLC OR: Karen Beier Korkuch & Elinor Beier
1102/3, 3.02, & 7	4/15/2005	\$1,190,266	3964/292	EE: Bezr Homes LLC OR: Ernest & Elinor Beier
1102/5	11/6/1997	\$215,000	2820/337	EE: E & Z Construction (NAR Farms LLC) OR: Estate of Anne Pennell
Summary of Acquisitions				
Total Acquisition		Per Acre		Per Approved Lot
\$2,645,890		\$23,008		\$30,413

The property was under contract with Beazer Homes, who had the option to acquire the approved lots at their timing discretion. Beazer Homes sold previously acquired sites in the Kings Gate East and North developments and had not yet begun to develop the subject, Kings Gate West. Although the subject offers final approvals, the plat has not been filed nor has any site work been performed, the land is currently being farmed. The contract was terminated by ownership when they applied to the County's Farmland Preservation program sometime in 2010 in an effort to preserve the farmland. Ronald Zeck indicated that letters of interest have been received for the property from national builders in an effort to acquire building lots to be developed.

A copy of one letter of interest dated April 2011 was provided to the appraiser. The recently interested purchaser was **not** Beazer Homes, but is a national home builder that is active in the home construction market. They proposed to acquire all of the building lots in a sequence of takedowns within an approximate 30 month timeframe. Mr. Ronald Zeck indicated that some negotiations took place and both parties agreed to an acquisition price. The details are summarized in the following table.

Closing	Offer per Lot	Agreed per Lot	# of Lots*	Time Frame (From 1 st Closing)
1 st	\$55,000	\$60,000	9	N/A
2 nd	\$55,000	\$60,000	19	15 months
3 rd	\$60,000	\$62,500	20	24 months
4 th	\$65,000	\$65,000	38	30 months

* Letter indicates a total of only 86 lots, where the subdivision offers 87 building lots.

The total acquisition price would be \$5,460,000 (\$62,759/lot) which includes the additional lot not included in the letter of interest. Discounting the proposed takedown of lots back to the date of valuation to reflect the acquisition of all 87 lots at an appropriate discount rate results in a single acquisition price ranging from \$3,790,00 or \$44,000/lot (discounted @20%) to \$4,370,00 or \$50,000/lot (discounted @10%).

Occupancy and Use

As per the farmland preservation application, the subject is currently being farmed for soybeans by a local farmer.

Real Estate Tax Assessment

Tax Assessor's Parcel ID: Block 1102, Lots 1, 2.01, 2.05, 3, 3.02, 5, & 7

Block/Lot	1102/1	1102/2.01	1102/2.05	1102/3	1102/3.02	1102/5	1102/7	Combined
Land	\$11,100	\$1,600	\$20,200	\$24,200	\$3,600	\$43,200	\$4,700	\$108,600
Building	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$11,100	\$1,600	\$20,200	\$24,200	\$3,600	\$43,200	\$4,700	\$108,600
Tax Rate (2011)	\$4.211							
Tax Ratio (2011)	54.43%							
Estimated Taxes	\$4,573.15							
Equalized Assessed Value	\$199,522							

The subject property is assessed as qualified farmland and if developed would require payment of rollback taxes.

Land Use Controls (Zoning)

The subject property currently lies within the RR, Rural Residential District with the exception of a strip along Kings Highway, which is zoned RKD, Rural Kings Highway District. The requirements for residential development within the RR district have been modified over the last couple years, mainly the lot size which was increased to 2 acres. The subject offers final approvals for an 87 lot subdivision that were obtained under the previous requirements.

Permitted uses include agricultural uses, single-family detached dwellings, and municipal buildings, parks, playgrounds and/or other township services. Conditional uses include churches and schools.

The following chart provides a summary of the current schedule of limitations and the limitations that the subject has been approved under. It is based on the township's schedule of yard, area and building requirements as of the time of approval.

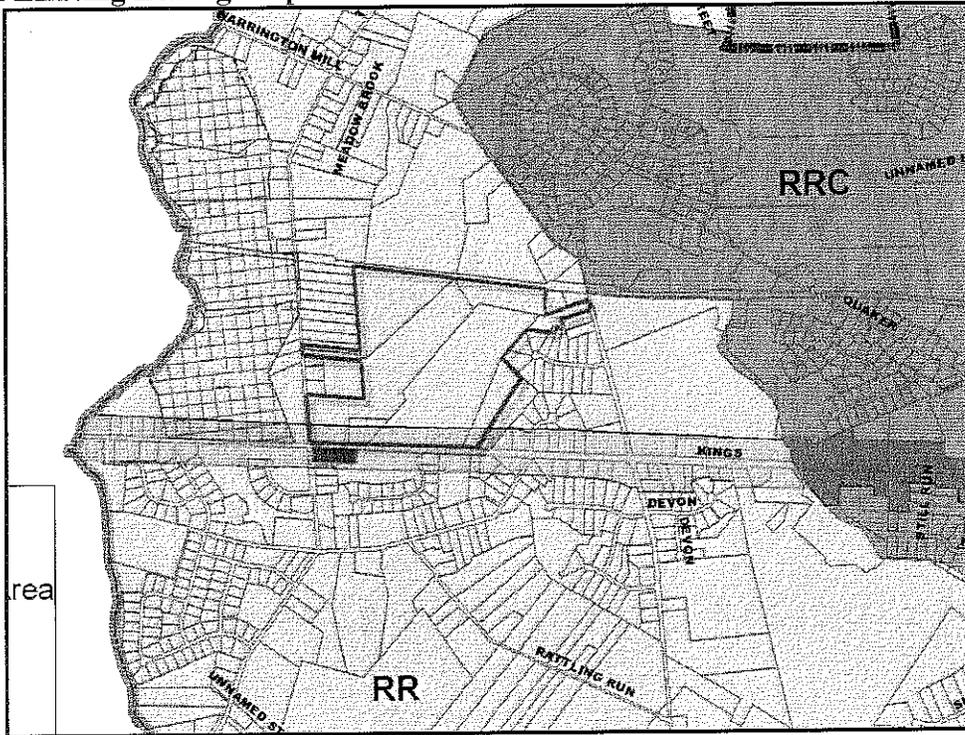
Current Zoning Requirements			
Requirement	RR	RR Conservation	RKD
Minimum Lot Size	87,120 SF	43,560 SF	87,120 SF
Minimum Lot Frontage	210'	125'	210'
Front Yard Setback	150'	75'	150'
Side Yard Setback	35'	35'	35'
Rear Yard Setback	75'	75'	75'
Max. Impervious Coverage	20%	20%	20%
Open Space Requirement	8 acres per 1,000 residents	8 acres per 1,000 residents	8 acres per 1,000 residents

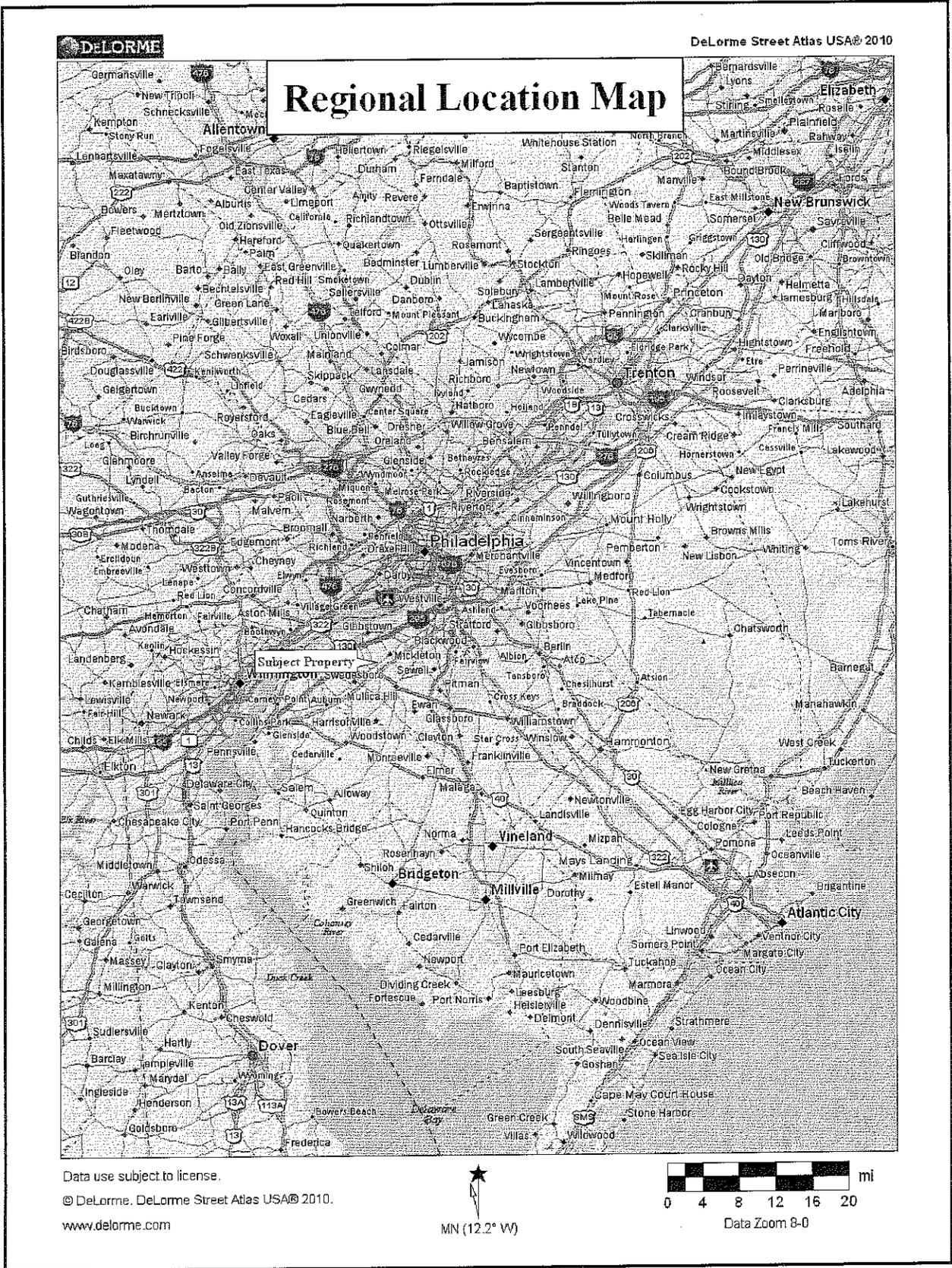
Zoning Requirements (As of Subdivision Approval)		
Requirement	RR Conservation	RKD
Minimum Lot Size	20,000 SF	43,560 SF
Maximum Lot Size	25,000 SF	N/A
Minimum Lot Frontage	100'	125'
Minimum Lot Width	120'	N/A
Minimum Lot Depth	150'	N/A
Front Yard Setback	60'	100'
Side Yard Setback	15'	15'
Rear Yard Setback	50'	75'
Max. Impervious Coverage	45%	N/A
Open Space Requirement	10%	N/A

The present use as a farm is a permitted use and the site appears to meet the bulk requirements specified above for development of any of the permitted uses.

As per resolution #2006-26 dated September 22, 2004, it offers final approvals for an 87 lot single family residential subdivision, which were obtained under the previous zoning requirements that permitted development on smaller lot sizes. The approvals are good for 2 years from the date they are granted with extension periods of 1 to 2 years. However, on June 23, 2008 the State Legislature and Senate passed the "Permit Extension Act", which granted automatic extension of certain approvals through 2012 with a (1) six month extension, granting extension of approvals through June 30, 2013.

Portion of Existing Zoning Map





Regional Data

The subject is located in East Greenwich Township a community 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. It 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.

East Greenwich is situated in the northwesterly portion of the county. It is a relatively rural area with much of the land as farmland. However, with its strategic location, in proximity to Interstate 295 and the NJ Turnpike, residential development has been increasing over the last few years. It is bound by the Greenwich and Deptford Township's on the north, the Mantua on the east, Logan Township on the west and Swedesboro on the south.

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	5,258	5,430	8,643	10,057	+5.90%/Yr.

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

As shown, the population within each of the sectors has shown annual increases during the current decade, while East Greenwich grew at a much greater rate and continued growth is expected. East Greenwich Township along with Woolwich Township and Harrison Township, were among the fastest growing communities in the State of New Jersey. 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/ Household
	19 Yrs & Under	65 Yrs & Over	Male	Age	
County	28.7%	10.9%	48.4%	38.3	2.73
Municipality	25.6%	15.0%	47.9%	42.7	2.76

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

As shown in the table above, the municipality appears to have a much older population with less individuals under 19 and more that are 65 years of age and older. It is also noted that the median age is almost 4.5 years older as compared to the county.

Land Usage & Development Trends

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

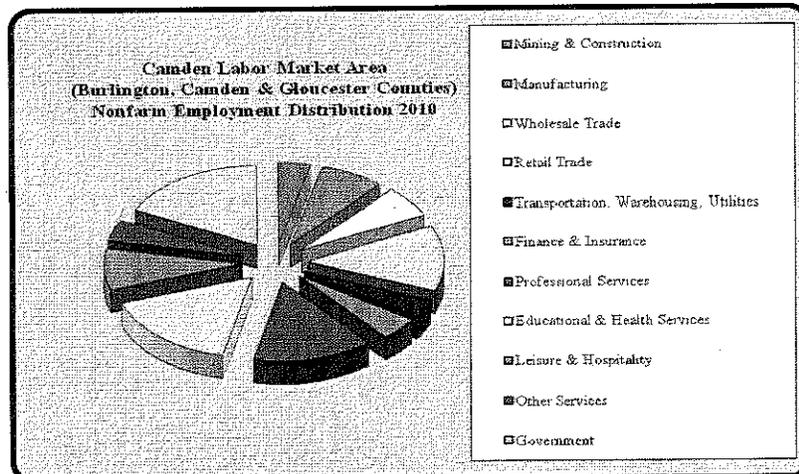
Residential Building Permits			
Year	State	County	Municipality
2000	34,585	1,337	27
2001	28,267	1,635	81
2002	30,045	1,802	71
2003	32,984	1,859	91
2004	36,033	2,050	107
2005	38,481	2,075	169
2006	34,323	1,141	173
2007	25,389	888	204
2008	18,369	788	219
2009	12,235	865	175
2010	13,535	716	91
As of August 2011	8,430	392	71

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

As shown in the above chart, the state has remained relatively steady throughout the prior decade; however, beginning in 2006 has demonstrated an annual decline over the prior year's permits issued. The state and county have continued to decline from 2006 through current. East Greenwich experienced a boom in growth from 2005 through 2009 with permits issued exceeding 150 in each of those years, when the high over the previous couple years was 91. Development in the municipality and it is one of the strongest growing municipalities in the County.

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 is the Trade, Transportation, and Utilities industry followed by the Public Sector with public education and Retail Trade, respectively.

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:

- ✧ 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.
- ✧ Construction is presently underway for development of 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.
- ✧ **Virtua Ambulatory Center** in Washington Township opened on Hurffville-Cross Key Road. This is a combination of medical office space and health and fitness center consisting of approximately 255,000 SF.
- ✧ **Tomlin Station Commerce Center** in Harrison Township is under construction. This is a light industrial center that will offer (17) 3 to 5 acre lots at Woodland Avenue and Tomlin Station Road just off of US Route 322 and in proximity to Exit 2 of the NJ Turnpike.
- ✧ In September 2011, the **Hospital of the University of Pennsylvania** plans to open 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.

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 at the northwest corner of Kings Highway (County Route 551) and Tomlin Station Road (County Route 607) in the north central portion of East Greenwich Township with additional access and frontage from Wolfert Station Road (County Route 604). The immediate area has experienced residential growth over the last decade with various residential subdivisions approved and constructed. Many of the immediate surrounding uses are residential and agricultural uses. Most of the commercial uses are located mainly along the Interstate 295 corridor to the west of the subject with some local commercial uses along Kings Highway.

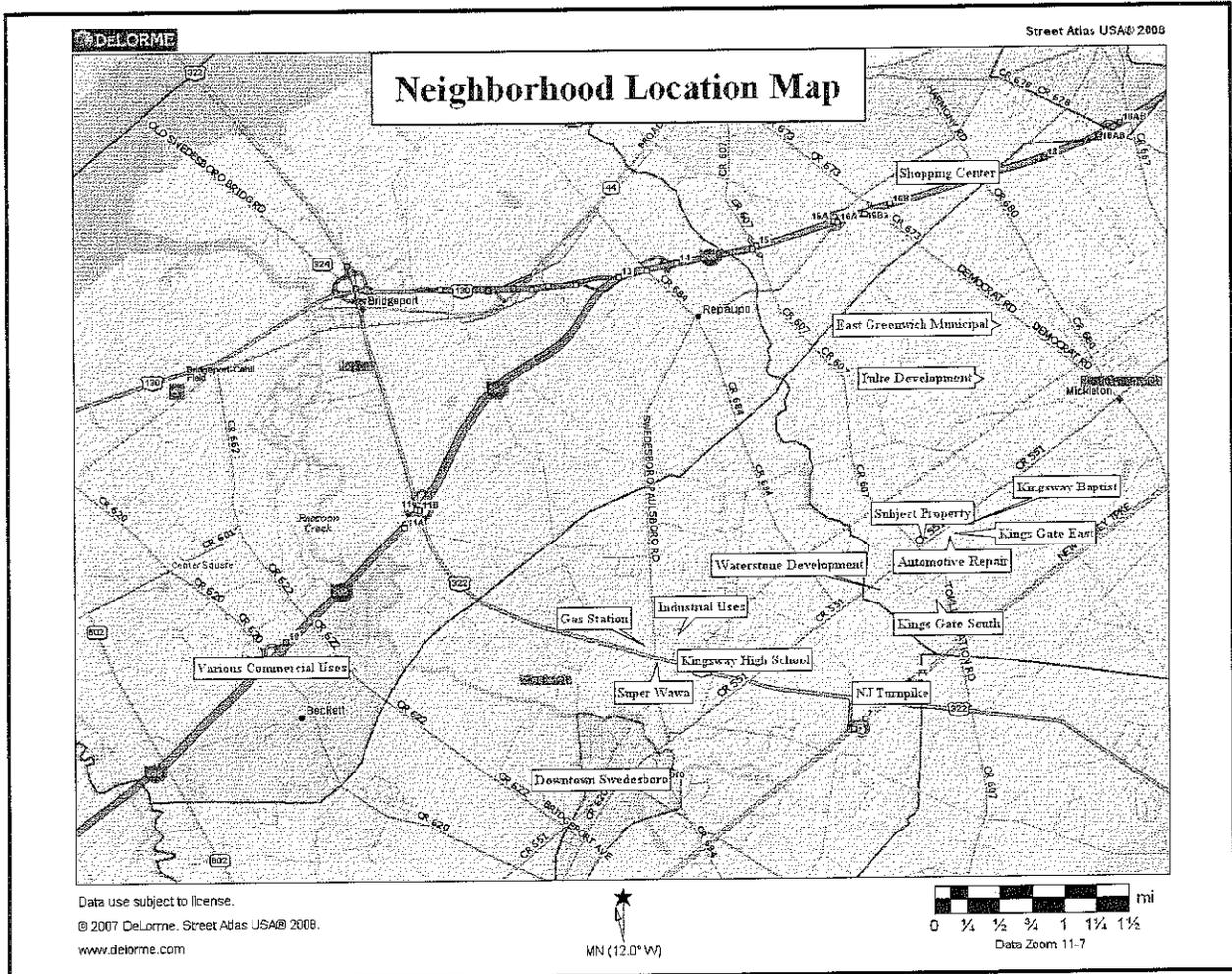
Kings Highway (County Route 551) is a moderate to heavily traveled county roadway that offers two lanes of bi-directional traffic flow running in an east to west direction. A mix of residential and farmland type uses are located along this roadway. It provides access to US Route 322 and State Route 45 as well as other local and county roadways. It does not offer curbing or sidewalks along the subject's frontage.

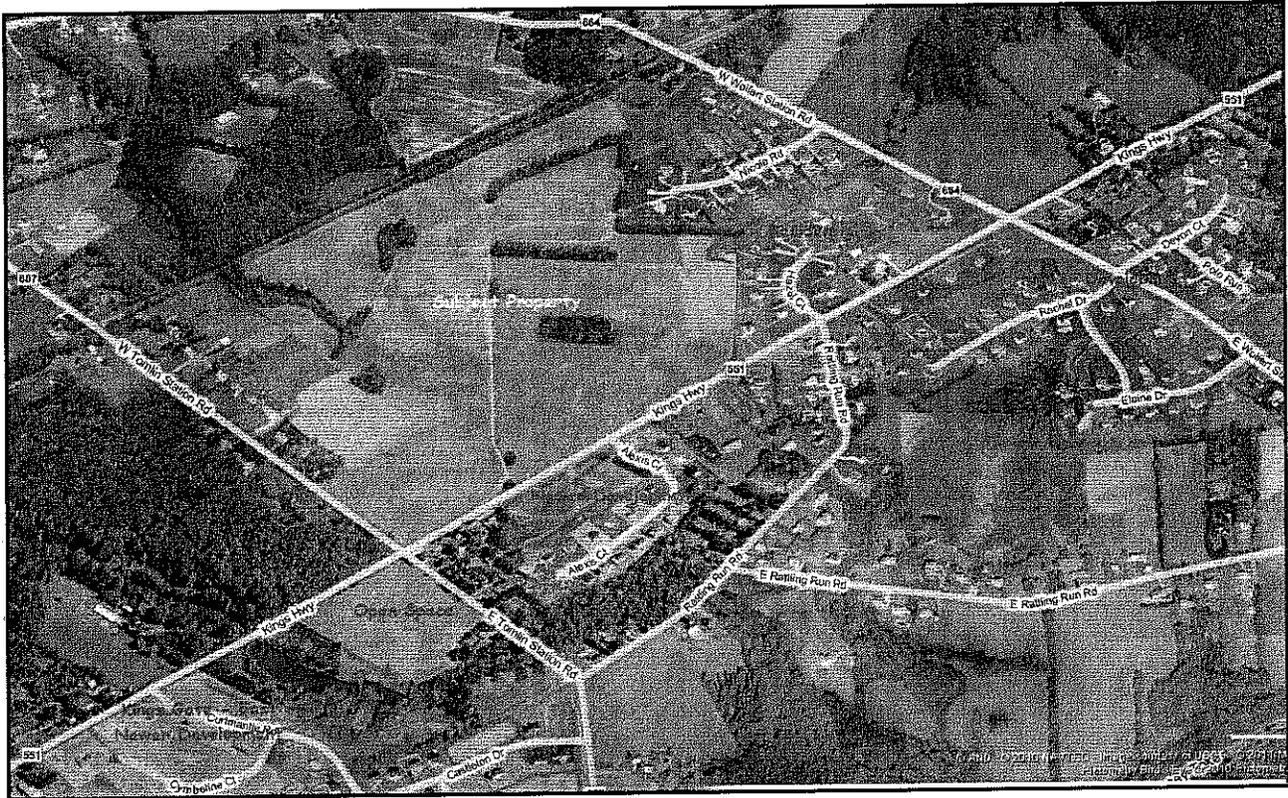
Tomlin Station Road (County Route 607) is a moderately traveled county roadway that offers two lanes of bi-directional traffic flow running in a north to south direction. A mix of residential and farmland type uses are located along this roadway. It provides access also to US Route 322 as well as other local and county roadways. It does not offer curbing or sidewalks along the subject's frontage.

Wolfert Station Road (County Route 604) is a moderately traveled county roadway that offers two lanes of bi-directional traffic flow running in a north to south direction. A mix of residential and farmland type uses are located along this roadway. It provides access to State Route 45 as well as other local and county roadways. It does not offer curbing or sidewalks along the subject's frontage.

The immediate surrounding area offers a mix of single-family residences and agricultural uses, with some of the agricultural lands offering residential subdivision approvals. The surrounding residences are comprised of a mix of older and newer residences with some of the older residences located along busy roadways, such as Kings Highway. Most commercial uses are typically along the main thoroughfares including US Route 322 and S.R. 45 as well as along the Interstate 295 corridor.

In summary, the subject offers an average location in an area that has experienced a growth in residential uses with nearby parcels offering approvals for additional residences. It offers adequate access to many of the county and local roadways as well as S.R. 45, S.R. 77, US Route 322, Interstate Route 295 and the NJ Turnpike.





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. For this analysis, the appraiser has reviewed various demographic and historical sale information from 2001 through the date of report. 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 2000 Census and a web based program, STDB (Site to do Business) online, were utilized for the demographic data. The number of housing units within the township is projected to be approximately 4,423 in 2012, an increase of 14% or 539 units from 2007, while an increase from 2000 to 2007 was approximately 32% or 945 units. Based upon these estimates, approximately 500 to 600 additional units will be needed by year 2012.

Within East Greenwich, many new projects are on-going with asking prices for single-family residences in the \$350,000 to \$500,000 plus range. With interest rates at record low levels combined with non-traditional mortgage products, average buyers were taking advantage of a market that was once unachievable, housing in the \$400,000 to \$500,000. This created a demand for such housing and a sufficient number of units were selling. However, beginning in late 2008, default rates began to increase and non-traditional mortgage products have been exposed to the

average buyer and once attainable housing pricing no longer was, creating slowdown within the market. As a result, the pricing has begun to fall and the number of buyers has also decreased.

Supply Analysis

Based upon the 2010 Census, there are currently 3,070 housing units within East Greenwich. The single-family residential market has been experiencing high demand, which is exacerbated by rapid appreciation, lack of supply of newer housing, and low interest rates. More recently the demand has shown a significant cooling off as the market has softened and supply increases. Based upon the available building permit data for East Greenwich between 2008 and 2010, the number of single-family building permits for new construction had ranged from 91 units to 219 units.

The following chart summarizes the proposed and/or completed housing developments within East Greenwich. This information was obtained from a map in the Planning Board’s secretary’s office. It was developed by the Township Planner, Mike Wisnowski of Reggan Design Group.

Development	Description
Kings Gate East	77 Lots, Single-family Detached
Caltabiano	68 Lots, Single-family Detached
Quail Ridge	43 Lots, Single-family Detached
Stoneville	31 Lots, Single-family Detached
Heritage	14 Lots, Single-family Detached
Russ Nolte	38 Lots, Single-family Detached
Beazer Homes	51 Lots, Single-family Detached
Fox Hollow	53 Lots, Single-family Detached
Kings Highway & Wolfert Station	35 Lots, Single-family Detached
Maccherone	25 Lots, Single-family Detached
Amherst Farms	184 Lots, Single-family Detached
Total Units Proposed/Developed	619 SF Detached Units

As shown, approximately 619 units were proposed and/or completed within East Greenwich. All of the proposed units are detached housing. Based upon the township’s proximity to Interstate 295 and the New Jersey Turnpike combined with a surplus of vacant ground, growth is expected to continue but not to the degree that it has experienced during the boom years. Additionally, the State, County and Municipality have aggressively sought after vacant sites for preservation. Some of these sites that have approvals are in the process of possibly being preserved.

To expand the analysis of changes within the residential market, Gloucester County and East Greenwich Township MLS data was analyzed to determine what changes in the existing housing market have occurred in the past couple of years. As shown in the chart below, the average list price for the county and township shows an overall decrease from 2006/2007 to present. The average sales price for both the county and township also indicate a decline in the average sales price since 2006/2007, while the days on the market have increased.

Most recent data exhibits an uptick in the sales prices. It is likely that the market conditions will remain relatively stable in the near future.

Additionally, developers were interviewed to determine if the product they will be marketing in the near future will change due to the change in market and economic conditions. As such, most of those interviewed indicated that they will be focusing on housing in a slightly lower price range, which was estimated at approximately \$300,000 to \$450,000 to capture greater number of buyers. Previously, developers were targeting single-family housing in the \$500,000 to \$600,000 range. This reflects a 25% to 40% decline in target pricing for new construction housing.

Kings Gate East, a development that was part of the subject's overall general development plan that was presented along with Kings Gate West to the Township, offered 77 single family lots and began construction in 2006 with Beazer Homes, who recently completed construction. A portion of the development was sold to a local builder, Bruce Paparone, who has an estimated 3 lots remaining. Overall, between the two builders this represents approximately 16 units a year being absorbed within the development known as Kings Gate East.

In conclusion, the market analysis indicates that demand for new construction and/or existing single family residences continues; however, it is not as strong as what the area experienced in during those boom years. Due to the subject's relative rural location along an arterial roadway with access to the surrounding highway network it is estimated that demand will continue to remain for such a project.

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
9/2006-8/2007	6,641	N/A	\$ 292,770	N/A	3,027	N/A	\$ 262,323	N/A	90%	75	N/A
9/2007-8/2008	5,905	-11.08%	\$ 283,779	-3.07%	2,252	-25.60%	\$ 253,979	-3.18%	89%	87	16.00%
9/2008-8/2009	4,718	-20.10%	\$ 273,648	-3.57%	1,781	-20.91%	\$ 252,363	-0.64%	92%	103	18.39%
9/2009-8/2010	4,399	-6.76%	\$ 261,719	-4.36%	1,837	3.14%	\$ 242,363	-3.96%	93%	104	0.97%
9/2010-8/2011	3,773	-14.23%	\$ 256,560	-1.97%	1,412	-23.14%	\$ 245,172	1.16%	96%	123	18.27%

East Greenwich Twp. 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
9/2006-8/2007	245	N/A	\$ 361,202	N/A	87	N/A	\$ 332,827	N/A	92%	72	N/A
9/2007-8/2008	244	-0.41%	\$ 360,846	-0.10%	87	0.00%	\$ 328,976	-1.16%	91%	115	59.72%
9/2008-8/2009	197	-19.26%	\$ 335,223	-7.10%	98	12.64%	\$ 334,497	1.68%	100%	128	11.30%
9/2009-8/2010	206	4.57%	\$ 333,622	-0.48%	107	9.18%	\$ 298,878	-10.65%	90%	92	-28.13%
9/2010-8/2011	204	-0.97%	\$ 309,153	-7.33%	93	-13.08%	\$ 311,559	4.24%	101%	130	41.30%

* Statistics taken from Trend MLS for existing residences in the price range of \$150,000 to \$900,000

Overall Change	Average Home Sale Price Analysis			
	List Price		Sale Price	
	County	Township	County	Township
Change from 2006/2007 to present	-12.37%	-14.41%	-6.54%	-6.39%
Change from 2007/2008 to present	-9.59%	-14.33%	-3.47%	-5.29%
Change from 2008/2009 to present	-6.24%	-7.78%	-2.85%	-6.86%
Change from 2009/2010 to present	-1.97%	-7.33%	1.16%	4.24%

In conclusion, the market analysis indicates that demand for building lots and/or single family residences continues; however, it is not as strong as what the area experienced previously. Due to the subject's good location attributes, it is likely that this area will not experience a continued downturn; and once the economy shows some stabilization would again be an attractive market.

Site Description

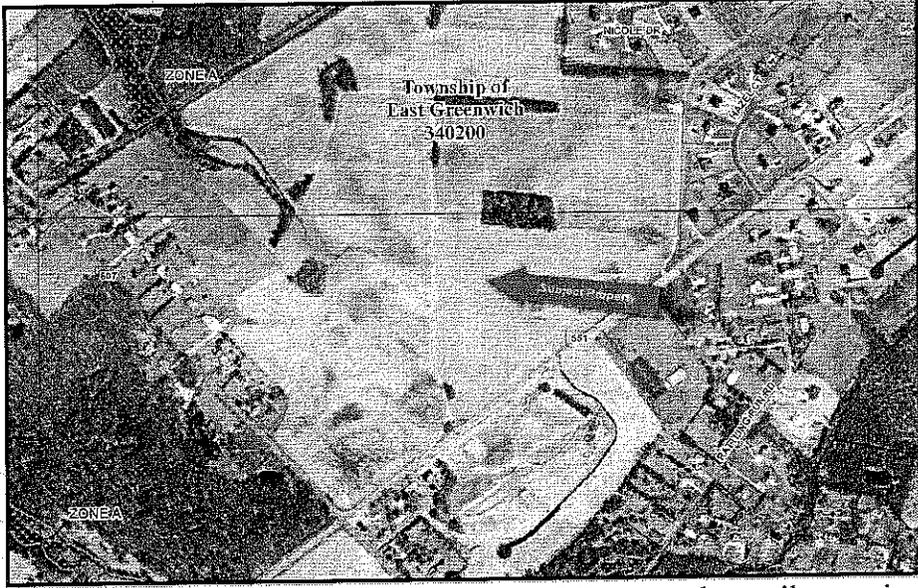
Determination of the Larger Parcel

There are three conditions that establish the larger parcel for the consideration of severance damages in most states are: unity of ownership, contiguity, and unity of use. In federal and some state cases, however, contiguity is sometimes subordinated to unitary use.⁷ The larger parcel may be all of one parcel, part of a parcel, or several parcels, depending to varying degrees on unity of ownership, unity of use, and contiguity.

In the case of the subject, all of the subject's combined lots represent the larger parcel since they satisfy all three conditions and offer final development approvals for an 87 lot single-family residential subdivision. Therefore, the combined lot area is utilized to determine the estimated market value for the subject property.

Block/Lot:	Block 1102, Lots 1, 2.01, 2.05, 3, 3.02, 5, & 7	
Address:	Northwest corner of Kings Highway and Tomlin Station Road East Greenwich Township Gloucester County, NJ 08056	
Land Area:	115.00 Acres - Gross Land Area <u>1.00 Acres</u> – Requested Exception Area (Non-Severable) 114.00 Acres – Net Land Area	
Frontage:	2,079.45' along Kings Highway (C.R. 551) 878.61' along Tomlin Station (C.R. 607) (<i>Non-contiguous</i>) <u>125.00'</u> along Wolfert Station (C.R. 664) 3,083.06' Total (27' per acre)	
Legal Description:	1) S 53.3839E 125' 2) S 36.2121W 349.36' 3) S 53.3839E 103.18' 4) S 60.0050W 142.08' 5) S 07.0219E 118.52' 6) S 58.3050W 307.69' 7) S 03.3536W 482.75' 8) S 86.1829 E 319.62' 9) S 06.4150 E 1136.43' 10) S 53.3607 W 2079.45' 11) N 43.4004 W 599.62' 12) N 56.5443 E 228.31'	13) N 43.4004 W 25.46' 14) N 57.4551 E 478.59' 15) N 43.4320 W 556.09' 16) S 57.4551 W 709.69' 17) N 43.430620 W 50.91' 18) N 57.4551 E 709.78' 19) N 43.0620W 1125.08' 20) N 57.4551 E 2544.44' 21) S 32.1346 E 278.91' 22) N 55.4936 E 122.96' 23) N 36.2121 E 436.46'
Shape of Tract:	Irregular	
Topography:	Mostly level to gently sloping and cleared.	
Access:	Access is available via each of the three roadways.	
Corner Influence:	Yes, non-signal controlled	

⁷ The Dictionary of Real Estate Appraisal, 4th Edition. (Chicago: Appraisal Institute, 1993), 2002.

Easements:	The site, as approved, is subject to multiple easements including a drainage easement, roadway easement, and sight triangle easement that have been recorded via a deed.										
Encroachments:	None noted from inspection.										
Site Lighting:	None.										
Walks and Landscaping:	There are no sidewalks or curbing along the frontage, landscaping is minimal.										
Utilities to Site:	<table border="0"> <tr> <td>Sewer</td> <td>Septic</td> </tr> <tr> <td>Water</td> <td>Public available</td> </tr> <tr> <td>Electric:</td> <td>Public available</td> </tr> <tr> <td>Natural Gas:</td> <td>Available</td> </tr> <tr> <td>Telephone:</td> <td>Provided by Verizon</td> </tr> </table>	Sewer	Septic	Water	Public available	Electric:	Public available	Natural Gas:	Available	Telephone:	Provided by Verizon
Sewer	Septic										
Water	Public available										
Electric:	Public available										
Natural Gas:	Available										
Telephone:	Provided by Verizon										
Wetlands:	The subject is impacted by approximately 6% wetlands located in the northwesterly boundary of the site.										
Flood Zone:	Panel Number 34015C0067E, dated January 20, 2010, the subject is within Flood Zone C, an area determined to be outside the 0.2% chance of annual flooding.										
											
Soils:	The soils are summarized as follows and a soil map is located in the following section:										

Soil Code	Soil Name	Slopes	# of Acres	% of Total	Farmland Classification
AvtB	Aura Sassafras	2-5%	7.554	6.72%	Prime Soil
FamA	Fallsington sandy loam	0-2%	4.387	3.90%	Statewide Importance
FapA	Fallsington loam	0-2%	5.546	4.93%	Statewide Importance
FrfB	Freehold sandy loam	0-5%	48.188	42.88%	Prime Soil
FrfC	Freehold sandy loam	5-10%	0.162	0.14%	Statewide Importance
FrkA	Freehold sandy loam	0-2%	31.750	28.25%	Prime Soil
FrkC	Freehold sandy loam	5-10%	0.398	0.35%	Statewide Importance
WokA	Woodstown-Glassboro Complex	0-2%	14.403	12.82%	Prime Soil
Total			112.387	100.00%	
Percentage Prime Soil				91%	
Percentage of Statewide Importance				9%	

Site Improvements: There is an irrigation pond located in the western portion of the site.

Development Approvals: The subject offers final major subdivision approvals for an 87 lot single-family residential subdivision with all conditions having been met. 77 of the lots are known as Sections I & II and 10 lots are known as Section III.

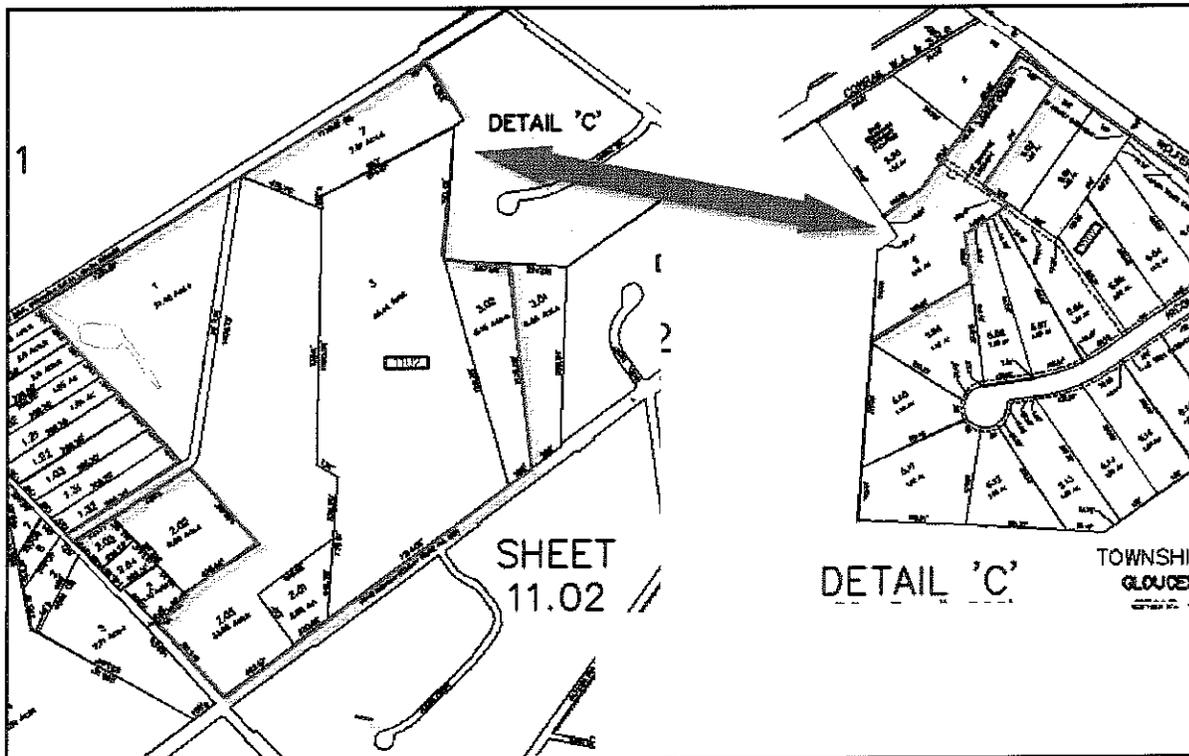
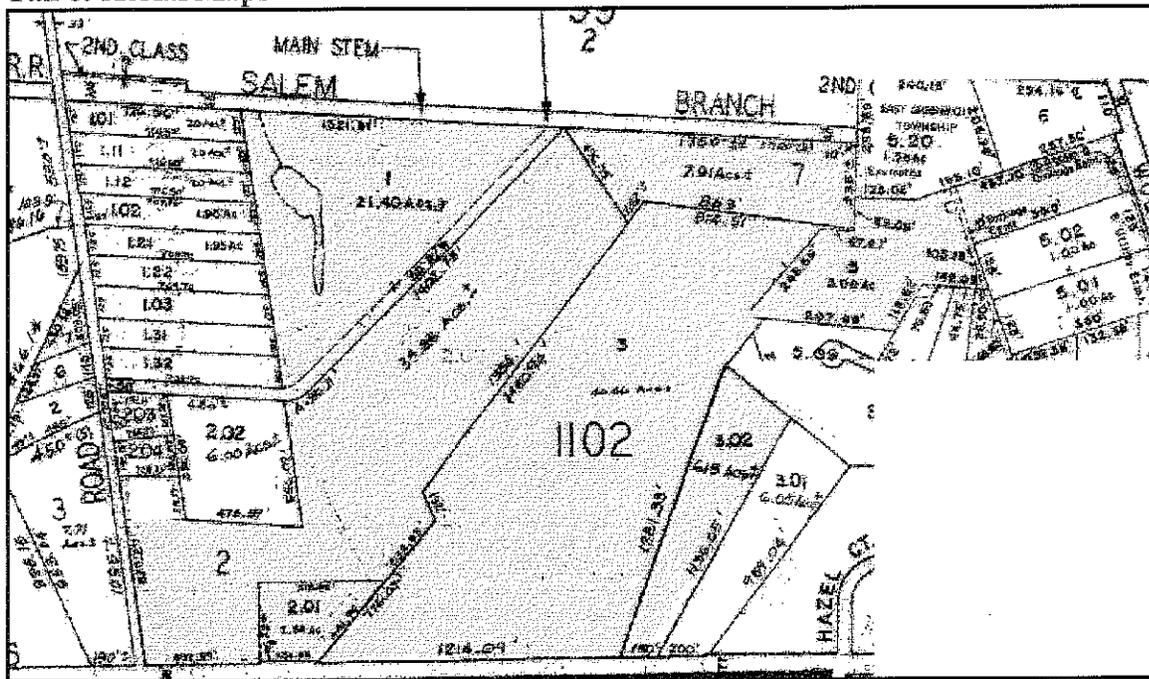
The site was approved as part of a larger development plan known as Kings Gate East and West under previous zoning requirements. Under the requirements, developments could be subdivided into ½ acre lots with the dedication of open space as part of the application. As per the site development plan, the 87 residential building lots range in size from 23,532 SF to 64,711 SF with two open space lots and an average lot size of 28,997 SF. Almost every building lot either backs up to or is positioned adjacent to the dedicated open space.

The application for final subdivision was adopted on September 22, 2004 as per resolution No. 2004-26 (R), which is exhibited in the addenda of this report. As of the valuation date of this report the approvals are still effective for the 87 lot subdivision.

Improvements Description

The subject does not offer any building improvements.

Tax & Aerial Maps



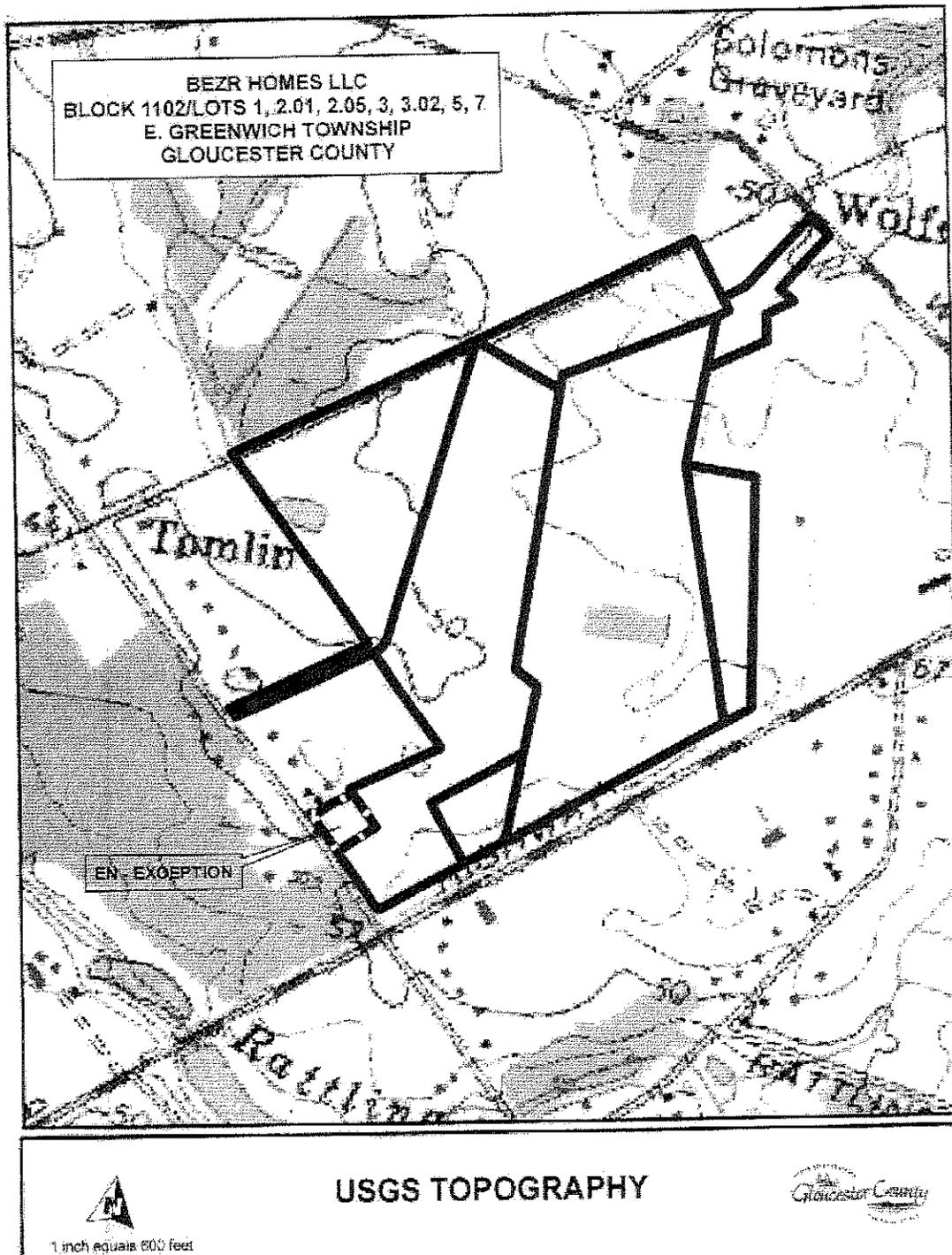
*Newer tax map reflecting the subject property.

Aerial Photograph (Taken from Gloucester County Website)



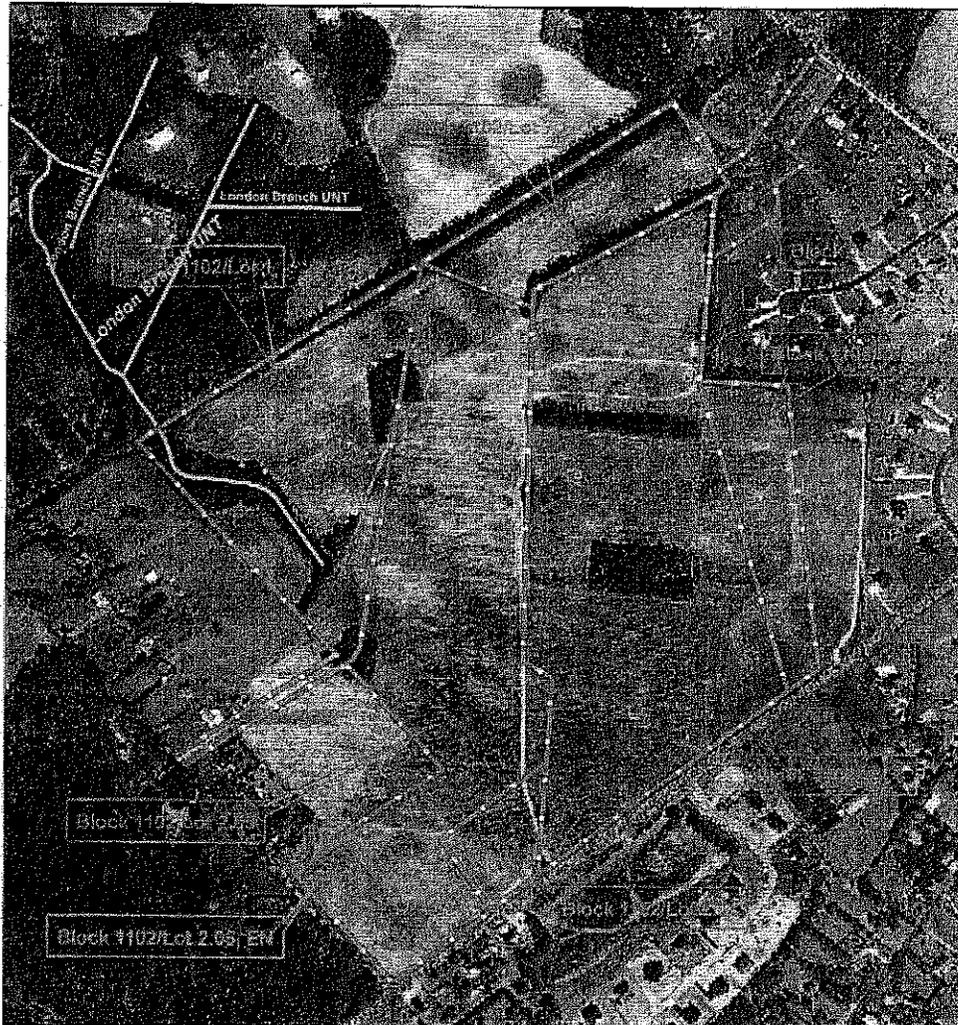
** Subject is shown in the shaded areas as depicted on the Gloucester County GIS web based program*

USGS Topography Map

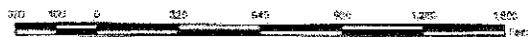


Aerial Photograph – Surface Water Quality Standards

Surface Water Quality Standards



FARMLAND PRESERVATION PROGRAM
NJ State Agriculture Development Committee
BEZR Homes, LLC
Block 1102, Lots 1, 2.01, 2.05, 3, 3.02, 5, 7 (112.5 ac.)
EN (1 ac.)
Total: 113.5 ac.
E. Greenwich Township, Gloucester County



DISCLAIMER: Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The configurations and parameters and location of parcel boundaries in this data layer are approximate and were developed primarily for planning purposes. The geographic accuracy and precision of the GIS data provided by this E&A map shall not be, nor are intended to be, relied upon in matters requiring delineation and location of true ground horizontal and/or vertical controls as would be obtained by an actual ground survey conducted by a licensed Professional Land Surveyor.

DISCLAIMER: The "Gloucester Run Basin Affected by 300 Foot Buffers" and the "RWQS Surface Water Quality Standards" data depicted on this map are available at www.state.nj.us/dep. To ensure it is truly reflective of a property, you may be subject to the new Streamwater Management rules. When interpreting the RWQS, the RWQS regulations at N.J.A.C. 7:26B will always take precedence. Please note that there are supplements only and not specific findings. Not all instances of category 1 streams have been reviewed. Some stream courses may not be visible on the map due to up scale. The RWQS data is current through changes published August 11, 2011. The "Gloucester Run Basin Affected by 300 Foot Buffers" data is current through the August 22, 2011 release. The user should regularly refer to www.state.nj.us/dep/water/streams/11and12forupdatedinformation.

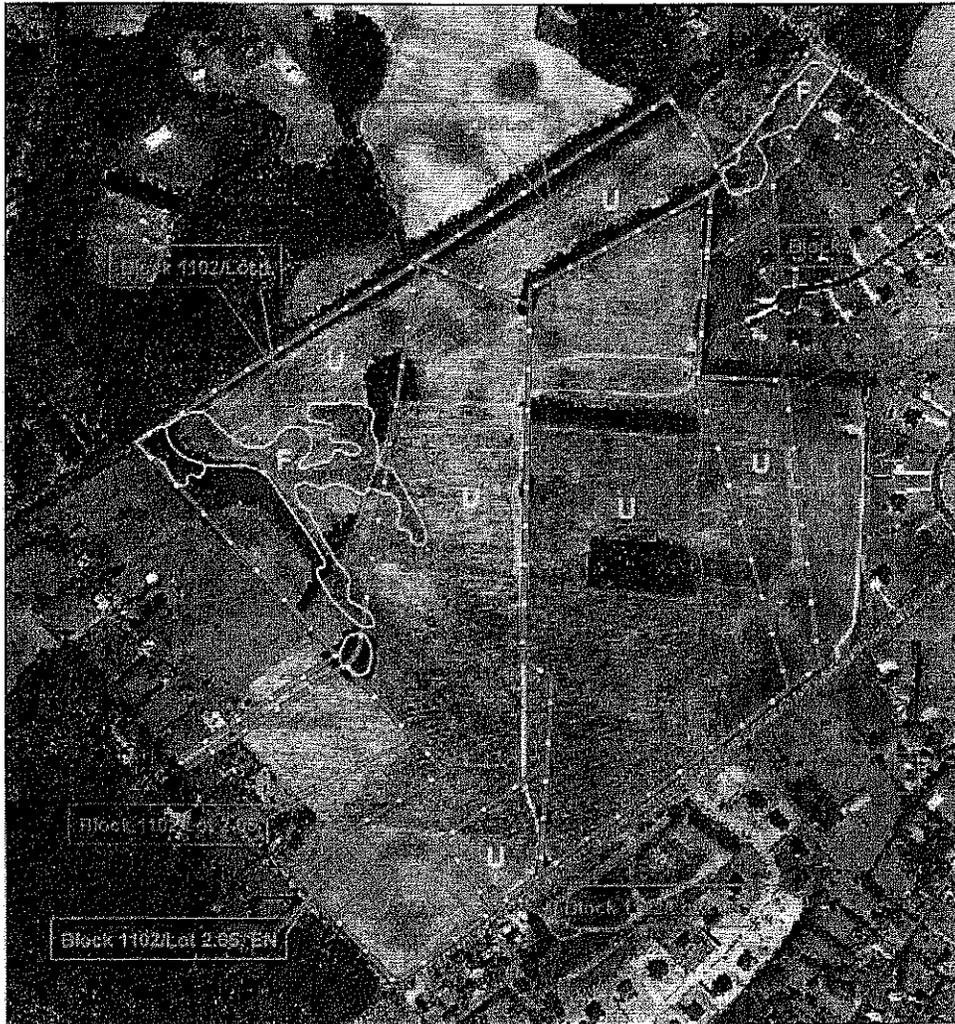
	Property in Contention
	RWQS Non-Category 1 Streams
	EN - Erosion Control Exception

SOURCES:
 NJDEP Surface Water Quality Standards
 NJDEP Streamwater Rule Areas
 Affected by 300 Foot Buffers
 2007 NJDOT Digital Orthophotos

5/26/11

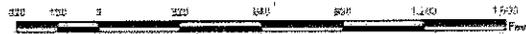
Wetlands Maps

Wetlands

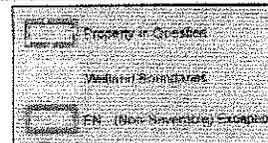


FARMLAND PRESERVATION PROGRAM
 NJ State Agriculture Development Committee

BEZR Homes, LLC
 Block 1102, Lots 1, 2.01, 2.05, 3, 3.02, 5, 7 (112.5 ac.)
 EN (1 ac.)
 Total: 113.5 ac.
 E. Greenwich Township, Gloucester County



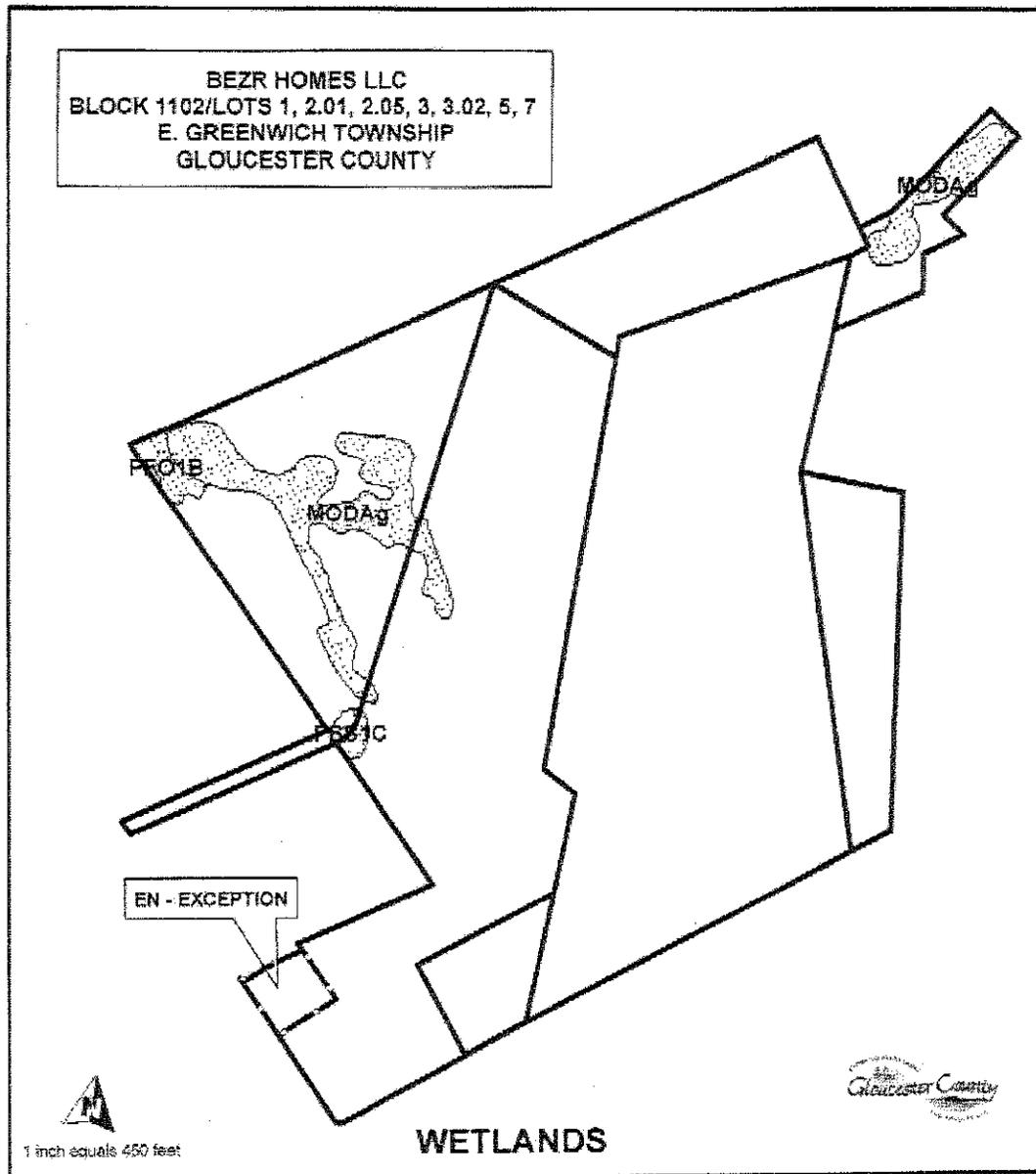
DISCLAIMER: Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The digitization and georeferenced location of parcel polygons in this data layer are approximate and were developed primarily for planning purposes. The precise accuracy and precision of the GIS data contained in this file and map(s) may be, but are not intended to be, relied upon in matters requiring definition and location of true ground horizontal and/or vertical controls as would be obtained by an actual ground survey conducted by a licensed Professional Land Surveyor.



Wetlands Legend
 F - freshwater Wetlands
 U - Uplands

SOURCES:
 NJDEP Freshwater Wetlands Data
 NJDOT 2007 Digital Orthophoto

5/28/11



CLASS	COWARDIN	LABEL	ACRES
24	MODAg	AGRICULTURAL WETLANDS (MODIFIED)	1.44
24	MODAg	AGRICULTURAL WETLANDS (MODIFIED)	4.9
16	PFO1B	DECIDUOUS WOODED WETLANDS	0.65
27	PSS1C	DECIDUOUS SCRUB/SHRUB WETLAND	0.36

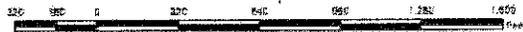
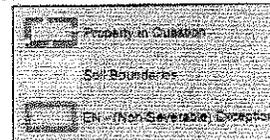
Soils Map

Soils



FARMLAND PRESERVATION PROGRAM
 NJ State Agriculture Development Committee

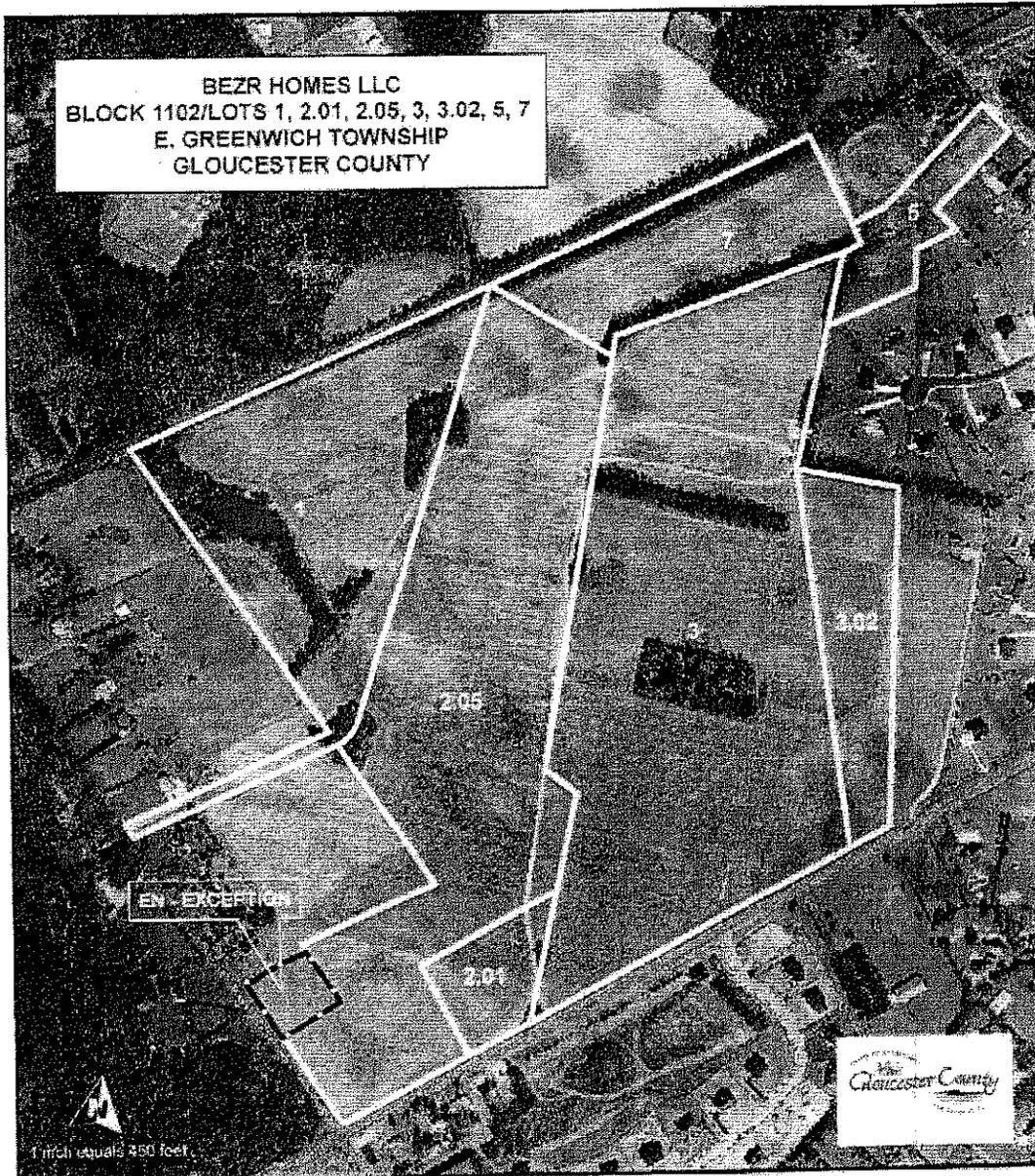
BEZR Homes, LLC
 Block 1102, Lots 1, 2.01, 2.05, 3, 3.02, 6, 7 (112.6 ac.)
 EN (1 ac.)
 Total: 113.6 ac.
 E. Greenwich Township, Gloucester County



SOURCES:
 NRCS - SSURGO Soil Data
 NJOIT 2007 Digital Orthophoto

DISCLAIMER: Any use of this product with respect to accuracy and precision shall be the sole responsibility of the user. The configuration and geo-referenced location of parcel polygons in this data layer are approximate and were developed primarily for planning purposes. The geographic accuracy and precision of the GIS data contained in this file and map shall not be, nor are intended to be, relied upon in matters requiring delineation and location of true ground horizontal and/or vertical contents as would be obtained by an actual ground survey conducted by a licensed Professional Land Surveyor.

6/26/11



2007 NJOIT DIGITAL ORTHOPHOTO

Section 3: Property Valuation - Before the Easement

Highest & Best Use Analysis – Before the Easement

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 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 East Greenwich Township along with all other county and state regulations. The subject is mainly located within the RR, Rural Residential zoning district with a small portion within the RKD, Rural Kings Highway district. Each of the districts primarily permits detached single-family housing, agriculture uses and associated farm related buildings, public/private recreation, and municipal services. Under the current requirements, the minimum lot size is 1 acre; however, the subject offers final approvals for an 87 lot subdivision with lots sizes ranging from ½ acre to 1 ½ acre obtained under the previous requirements.

Overall, the legal restrictions affecting the property appear to allow development of most of the permitted uses as dictated by the municipal land use ordinance. Additionally, the subject offers final approvals for 87 single-family building lots.

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 115.00 acres of land area that that is mostly clear offering adequate frontage along three county routes, an irregular shape and a minimal amount of wetlands. The soil characteristics and land capabilities throughout most of the tract appear to be conducive for development of most of the permitted uses including farming and residential development.

Based upon the physical features of the subject, development of most of the permitted uses would appear to be possible. Additionally, it is noted that final approvals exist for an 87 lot subdivision.

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 has seen growth of single family housing with an expected demand in the future. It offers a good location within proximity to numerous state and interstate highways as well as county roadways. Residential development is considered financially feasible since the property offers all the necessary approvals for an 87 lot residential subdivision.

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

Due to the demand for developable residential land in this municipality, development of the subject with 87 residential units is considered the highest and best use. The potential buyers of this property are considered to be builders, local investors interested in development, or investors holding for future residential development. Although the market has slowed, this type of buyer is still active.

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 **Income Capitalization Approach** is a procedure, which converts anticipated benefits (*dollar income or amenities*) to be derived from the ownership of property into a value estimate. Since the valuation will only include the underlying site and the market research indicated a lack of comparable lease information for vacant land, this approach to value has not been utilized in the development of a market value estimate for the subject land. Additionally, a subdivision analysis would require too many assumptions, including site improvement costs, other carrying costs, absorption rates, and estimated discount rate, which would be highly speculative for this type of property in this market.

The **Cost Approach** is a procedure, which 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. This approach to value has not been developed, since the subject does not offer any building improvements.

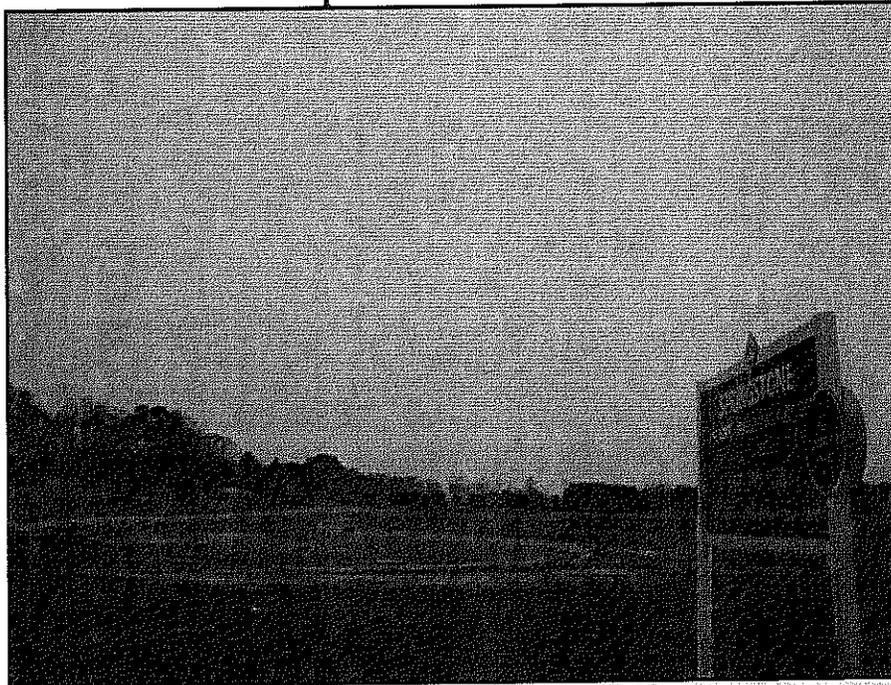
The **Sales Comparison Approach** is a procedure, which has as its premise a comparison of the subject property with recent sales of properties having varying degrees of similarity to the subject. Units of comparison are developed and each comparable sale is analyzed in comparison to the subject. This approach to value has been developed and is considered to be the most reliable indicator, Before and After the Easement, due to an adequate supply of comparable sales data available in the market. It is considered to be the only reliable indicator of value.

Sales Comparison Approach – Before the Easement

In the valuation of the subject property the basis of comparison utilized in our analysis is the sale price per acre. The research was focused within the subject's immediate market area, which includes East Greenwich, Harrison, Woolwich, South Harrison, and Mantua Townships. The sales chosen reflect similar land parcels with similar development potential.

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

Comparable Land Sale #1



Location Data

Address: East Side of Route 45
South Harrison Township, NJ
County: Gloucester County
Distance to Subject: Approximately 6 miles

Legal Data

Date of Sale (Date of Contract): 8/24/2010 (Early 2010)
Deed Book/Page: 4805/1
Grantor: Meadowbrook Real Estate Holdings & Exeter Street LLC
Grantee: Bruce Paparone Communities
Consideration: \$1,120,000 Deeded Consideration
Assessor Tax ID: Block 11, Lots 4.02 - 4.17
Zoning: R-2 -Residential
Real Property Rights Conveyed: Fee simple

Site Data

Land Area (SF): 808,038
Land Area (Acre): 18.55 (lots combined)
Frontage (feet): Each lot offers sufficient frontage along Springstone Court
Depth: Each lot offers sufficient depth for residential development
Shape: Most of the lots are moderately rectangular
Topography: Gently sloping and mostly cleared
Wetlands: None known
Soil Characteristics: 52% Prime, 39% Statewide, & 9% Not Prime (86% Not Limited)

Utilities: Well and Septic
Street Access: Adequate
Approvals: 16 single-family building lots with filed plat.

Building Improvements

Existing Improvements: None

Financial Data

Sale Price: \$1,120,000
Verified With: William Blank, Representative of grantee
Conditions of Sale: Market
Financing: Same as Cash

Sale Indications

Highest and Best Use at time of sale: Residential development.
Field Inspection Date(s): October 12, 2010
Price Per Building Lot: \$70,000 Improved & Approved
-\$20,000 Estimated Site Improvement Costs per Lot
\$50,000
Price Per Land Area (Acre): \$41,948

Comments: Reportedly, the transaction was arms length. This is the sale of 16 building lots within the development formerly known as Springstone. The site improvements included curbing and paving and the costs per lot were estimated by the appraiser. The grantee, Paparone, has been developing a site adjacent to this property over the last couple years with similar housing units. Homes are expected to be marketed in the \$300,000 to \$450,000 range offering 2,500 SF to 3,500 SF +/- and situated on 1 acre plus lots. Lots range in size from 1.0 acre to 1.69 acres with the average being 1.16 acres.

The first home was recently constructed and is presently being offered for sale with an asking price of \$408,170 offering 3,160 SF.

The property is located along a state route in the northern portion of the township near its boundary with Harrison Township. It offers good frontage along two roadways with gently sloping and cleared topography.

Comparable Land Sale #2



Location Data

Address: South Side of Warrington Mill Road
 Woolwich Township, NJ
 County: Gloucester County
 Distance to Subject: Approximately 3 miles

Legal Data

Date of Sale (Date of Contract): 1/14/2010 (2008 with amendments & revisions since)
 Deed Book/Page: 4737/272
 Grantor: Alfio & Cathleen Previtera
 Grantee: Russo Homes, LLC
 Consideration: \$1,250,000
 Assessor Tax ID: Block 14, Lot 12
 Zoning: R-2 –Residential
 Real Property Rights Conveyed: Fee simple

Site Data

Land Area (SF): 2,621,005
 Land Area (Acre): 60.17
 Frontage (feet): 2,400' along Mill Road
 480' along Stone Meeting House Road
 2,880' Total
 Frontage/Acre: 48'
 Shape: Moderately Irregular
 Topography: Mostly level & cleared
 Soil Characteristics: 84.1% Prime, 11.3% Statewide, 3.5% Unique, & 1.1% Not Prime

(74% Not Limited)

Wetlands: There is a small amount of freshwater wetlands along the southeasterly boundary and a small portion of modified agricultural wetlands in the northeasterly portion.

Utilities: Well and Septic would be required for development

Street Access: Adequate

Approvals: Sold contingent upon grantee obtaining approval for 29 single-family building lots (0.48 units/acre)

Building Improvements

Existing Improvements: None

Financial Data

Sale Price: \$1,250,000

Verified With: Nate Russo, Representative of grantee

Conditions of Sale: Market

Financing: Same as Cash

Sale Indications

Highest and Best Use at time of sale: Residential development.

Field Inspection Date(s): May 3, 2010

Price Per Building Lot: \$43,103

Price Per Land Area (Acre): \$20,774

Comments: Reportedly, the transaction was arms length. The property was sold contingent upon the grantee obtaining development approval for a 29 lot residential development. This is equivalent to an overall density of 0.48 units per acre. The approvals were granted under a cluster option allowing for minimum lot sizes of ½ acre with 50% of the overall tract dedicated for open space. As of October 31, 2011, there has been no construction.

The property is located at the intersection of three county routes in the northern portion of Woolwich Township. It offers adequate frontage along two county routes with a mostly level and cleared topography with a small amount of freshwater wetlands along the southerly boundary of the site. There is no public water or sewer and development would require the installation of private well and septic systems.