



### Comparable Land Sale #3



#### Location Data

Address: North Side of Ellis Mill Road  
Harrison Township, NJ  
County: Gloucester County  
Distance to Subject: Approximately 11 miles

#### Legal Data

Date of Sale (Date of Contract): 9/11/2009 (sometime in 2009)  
Deed Book/Page: 4701/1  
Grantor: KDM Developers Inc.  
Grantee: Vertex Properties LLC  
Consideration: \$2,791,000  
Assessor Tax ID: Block 5.02, Lots 1-3, 5-9, & 11 & Block 5.03, Lots 1-14, & 16-20  
Zoning: R1 – Residential  
Real Property Rights Conveyed: Fee simple

#### Site Data

Land Area (SF): 1,435,738  
Land Area (Acre): 32.96 (lots combined)  
Frontage (feet): Ranging from 105' to 400'  
Depth: Each lot offers sufficient depth for residential development  
Shape: Moderately rectangular  
Topography: Mostly level & cleared  
Soil Characteristics: 70% Prime, 28% Statewide, 2% Other (2% Not Limited)  
Wetlands: There is a small amount of wetlands impacting Lot 15.

Utilities: Public water  
Street Access: Adequate  
Approvals: 28 building lots, plat has been filed.

---

**Building Improvements**

Existing Improvements: None

---

**Financial Data**

Sale Price: \$2,791,000  
Verified With: Robert Wiltsee, Representative of grantee  
Conditions of Sale: Market  
Financing: Same as Cash

---

**Sale Indications**

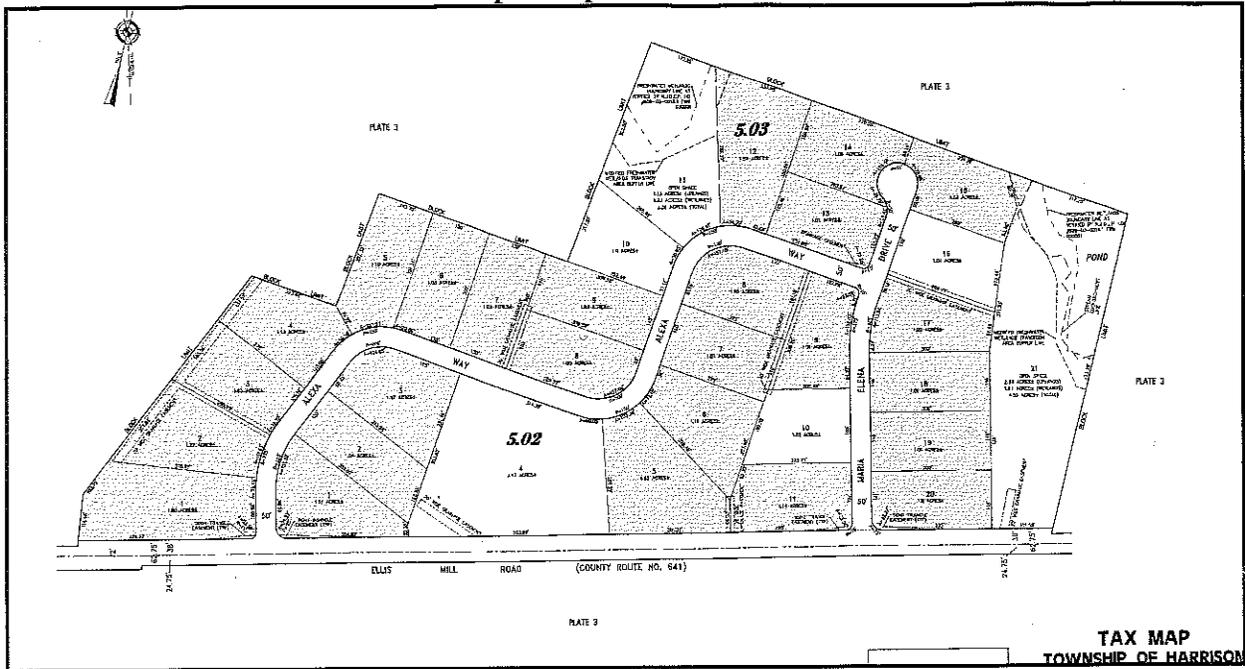
Highest and Best Use at time of sale: Residential development.

Field Inspection Date(s): September 25, 2007  
Price Per Building Lot: \$99,679 Improved & Approved  
-\$40,000 Estimated Site Improvement Costs per Lot  
\$59,679

Comments: Reportedly, the transaction was arms length. This is the acquisition of 28 single family residential building lots from a 30 lot subdivision known as Ellis Mill Estates offering final approvals and site improvements. The improvements included curbing and paving and the costs per lot were estimated by the appraiser. The grantor previously acquired the site in 2005 for \$1,150,000 (\$38,333/lot) contingent upon obtaining development approvals and began marketing the site for residential housing in the \$300,000 to \$400,000 range, but ran into difficulty with the economic downturn. Presently, the grantee is marketing homes in the high \$300,000 to low \$400,000 range for 4 bedroom and 2 ½ baths.

The development is located on the northerly side of Ellis Mill Road known as Ellis Mill Estates offering mostly (1) acre building lots in the southwestern portion of Harrison Township in close proximity to its border with Glassboro. The lots range in size from 1.00 acre to 2.36 acres, each offering adequate frontage and depth with a mostly level and cleared topography.

**Tax Map Comparable Land Sale 3**



**Aerial Map Comparable Land Sale 3**



*\* Aerial provided by the Gloucester County GIS website and the shaded area is their estimation of the tract.*

Wetlands:	Approximately 20%
Utilities:	All public
Street Access:	Adequate
Approvals	Sold contingent upon grantee obtaining approvals for a 52 lot subdivision (0.58 units/acre). 48 lots will be developed with market rate units, while the remaining 4 lots (8 residential units total) will be developed to satisfy the COAH requirement.

**Building Improvements**

Existing Improvements:	None
------------------------	------

**Financial Data**

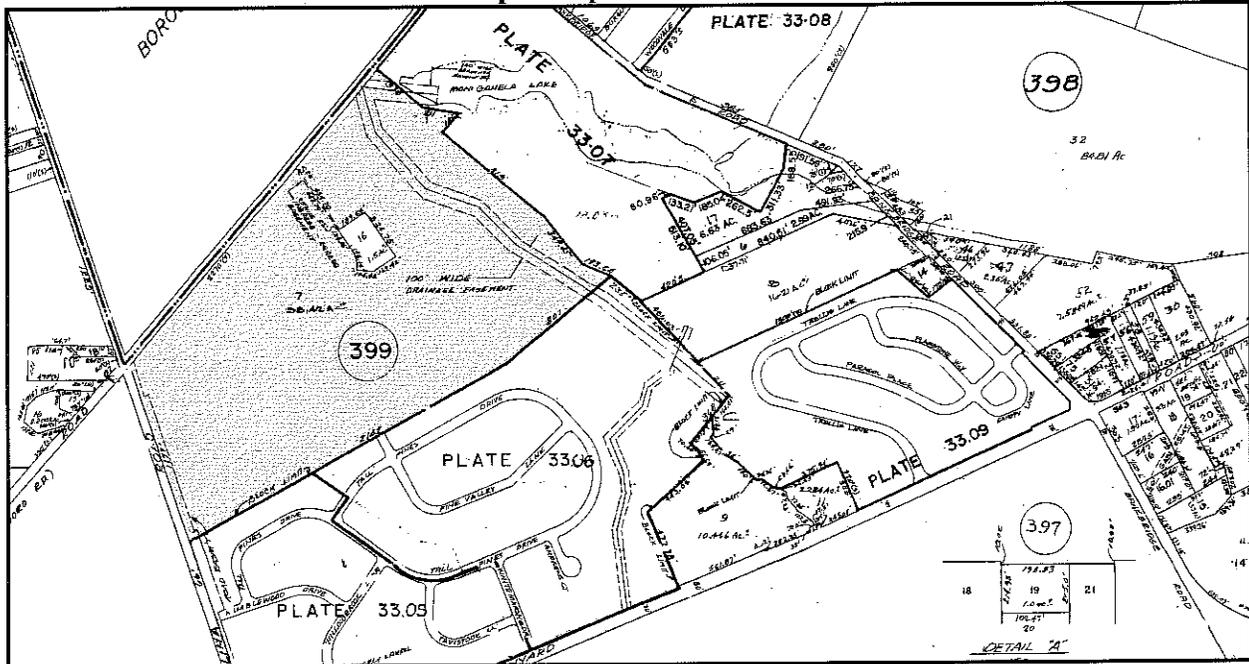
Sale Price:	\$2,880,000
Verified With:	Michael Procacci, Representative of Grantee
Conditions of Sale:	Market
Financing:	Cash

**Sale Indications**

Highest and Best Use at time of sale:	Residential development
Field Inspection Date(s):	April 15, 2009
Price Per Building Lot:	\$60,000 (based upon 48 market rate lots)
Price Per Land Area (Acre):	\$31,947
Comments:	Reportedly, the transaction was arms length. The property was sold contingent upon the grantee obtaining development approval for a 52 lot residential development, of which 4 lots will be developed with semi-detached housing designated for affordable housing. The remaining 48 lots will be developed with single-family detached market rate units. This is equivalent to an overall density of 0.58 units per acre, including the affordable units. The approvals were granted under a cluster option allowing for minimum lot sizes of 20,000 SF. No construction has been started.

The property is located at the northeast corner of two county routes in the southwestern portion of Deptford Township. It offers sufficient frontage with a mostly level and partially cleared topography with approximately 20% wetlands located along the northerly boundary. The site is encumbered by two easements, a 100' wide drainage easement along the northerly side and an ingress/egress easement that benefits Lot 16 which is located in the approximate center of the tract.

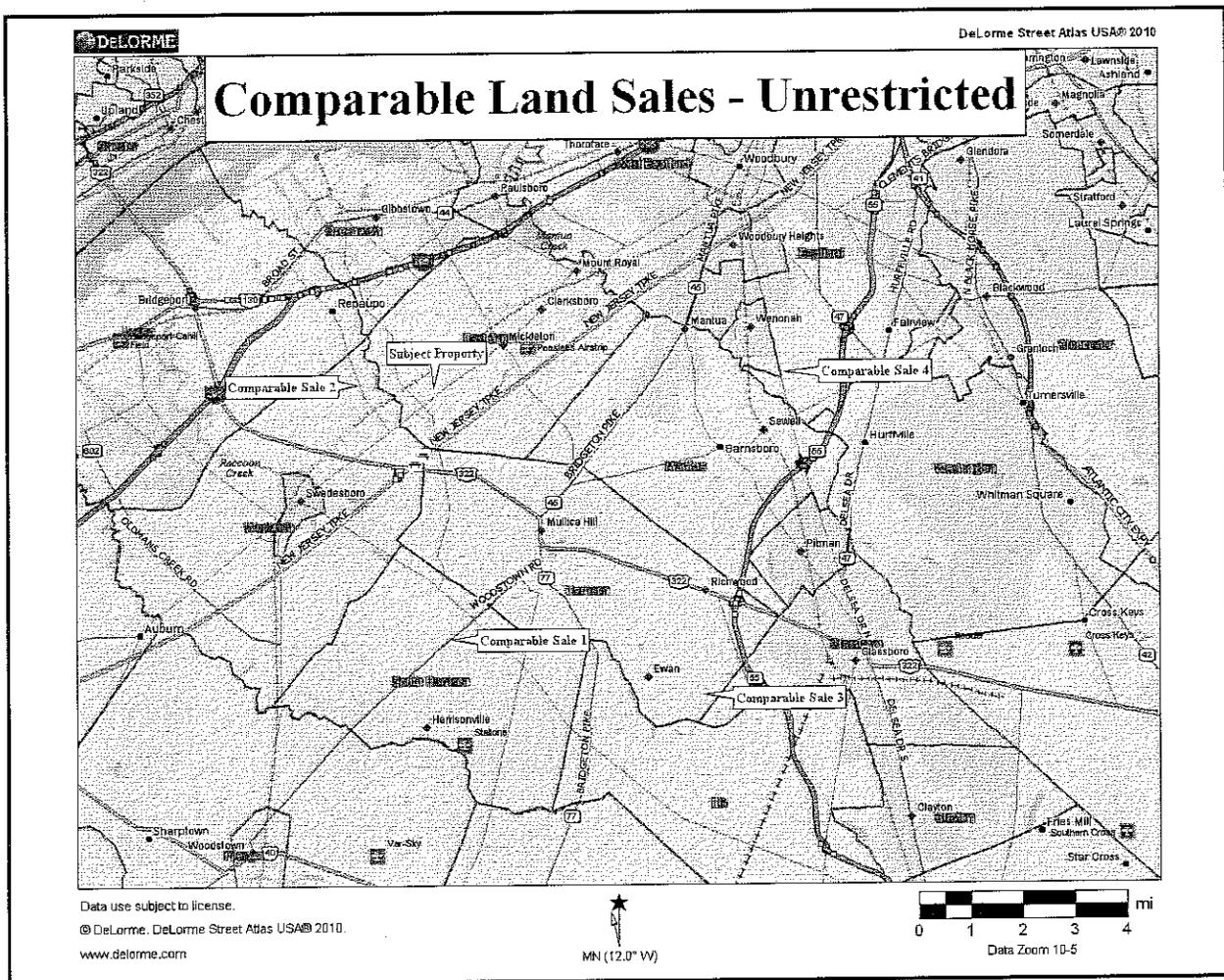
**Tax Map Comparable Land Sale 4**



**Aerial of Comparable Land Sale 4**



*\* Appraisers estimate of the property. Map provided by the Web Soil Survey on the NRCS website. The various colors represent the different soils.*



Unrestricted Land Sales Analysis									
	SUBJECT	SALE 1		SALE 2		SALE 3		SALE 4	
Property Address	Kings Hwy & Tomlin Station East Greenwich	ES of S.R. 45 South Harrison Twp.		SS of Warrington Mill Road Woolwich		NS of Ellis Mill Road Harrison Twp.		Woodbury-Glassboro Rd & Salina Rd Deptford Twp.	
Owner	Bezr & NAR Farms	Paparone		Russo Homes		Vertex Properties		MiPro Homes	
Size in Acres (Net Acres)	114.00	18.55		60.17		32.96		90.15	
# of Building Lots	87	16		29		28		48	
Date of Sale	10/3/2011	8/24/2010		1/14/2010		9/11/2009		12/30/2008	
Sale Price - Land Only		\$1,120,000		\$1,250,000		\$2,791,000		\$2,880,000	
Sale Price/Lot	NA	\$70,000		\$43,103		\$99,679		\$60,000	
Less: Site Improvements		-\$20,000		\$0		-\$40,000		\$0	
Sale Price/Lot (Land Only)		\$50,000		\$43,103		\$59,679		\$60,000	
Property Rights		Fee Simple	0%	Fee Simple	0%	Fee Simple	0%	Fee Simple	0%
Adjusted Value		\$50,000		\$43,103		\$59,679		\$60,000	
Condition of Sale		Arms Length	0%	Arms Length	0%	Arms Length	0%	Arms Length	0%
Adjusted Value		\$50,000		\$43,103		\$59,679		\$60,000	
Financing Terms		At Market	0%	At Market	0%	At Market	0%	At Market	0%
Adjusted Value		\$50,000		\$43,103		\$59,679		\$60,000	
Market Conditions	10/3/2011	8/24/2010	-5%	1/14/2010	-5%	9/11/2009	-10%	12/30/2008	-20%
# of Months req. adj.		14		21		25		34	
Adjusted Value		\$47,500		\$40,948		\$53,711		\$48,000	
<b>ADJUSTED PRICE / LOT</b>		<b>\$47,500</b>		<b>\$40,948</b>		<b>\$53,711</b>		<b>\$48,000</b>	
Location	Average	Inferior	10%	Inferior	10%	Inferior	10%	Inferior	10%
# of Building Lots	87	16	-15%	29	-15%	28	-15%	48	-10%
Front Feet /Acre	27.0	321.0	0%	286.0	0%	42.0	0%	42.0	0%
Topography	Level/Cleared	Level/cleared	0%	Level/cleared	0%	Level/cleared	0%	Level/ part. cleared	0%
Zoning (Approved Lot Sizes)	1/2 acre to 1 1/2 acre	Superior	-10%	Comp	0%	Superior	-10%	Comp	0%
Easements	None	None	0%	None	0%	None	0%	None	0%
Soils (% Not limited)	94%	86%	0%	74%	0%	2%	0%	8%	0%
Public water/sewer	Public Water	Well/Septic	10%	Well/septic	10%	Public Water	0%	All Public	-10%
Development Approvals	Final	Final	-5%	Contingent Upon	10%	Final	-5%	Contingent Upon	10%
Site Improvements	None	(Plat Filed) Yes	0%	None	0%	(Plat Filed) Yes	0%	No	0%
Net Adjustment			-10%		15%		-20%		0%
<b>INDICATED VALUE / LOT</b>		<b>\$42,750</b>		<b>\$47,091</b>		<b>\$42,969</b>		<b>\$48,000</b>	
<b>Analysis of Comparables:</b>									
Net Adjustments (Including Market Conditions)		-15%		15%		20%		0%	
Gross Adjustments		50%		40%		45%		50%	
Comparable Weighting		25%		25%		25%		25%	
	<b>Before Adjustments</b>	<b>After Adjustments</b>							
Low End of Range	\$43,103	\$42,750							
High End of Range	\$60,000	\$48,000							
Average	\$53,196	\$45,202							
Median	\$54,839	\$45,030							
Weighted Average	\$53,196	\$45,202							
Estimated Value Per Approved Building Lot		\$	45,200						
Subject's Approved Building Lots			87						
Estimated Market Value Via Sales Comparison (Rounded)	\$	3,930,000		Equates to \$/acre	\$34,474				

## Land Sales Adjustments Analysis

### Property Rights Conveyed

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

### Financing Terms

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

### Conditions of Sale

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

### Market Conditions

Comparable sales that occurred under different market conditions than those applicable to the subject on the effective date of value estimate require adjustment for any differences that affect their values. An adjustment for market conditions is made if, since the time the comparable sales were transacted, general property values have appreciated slightly higher than inflation. Each of the sales was each adjusted downward accordingly to reflect the declining market conditions since 2008.

**Location:** The subject property offers a location within East Greenwich Township that has recently been developed with higher end single family homes offering access to the areas highway network. Sales 1, 2, 3, and 4 were located within inferior municipalities due to the demographics and/or being located in a section of the municipality that is a less desirable location due to the surrounding area. As such, each of the sales offered inferior locations and required upward adjustment.

**# of Building Lots:** The subject offers final approvals for 87 building lots. Typically, there is a "per unit" premium paid for sites that offer fewer building lots, while a greater number of building lots will generally offer a discount. Each of the sales offered fewer lots and required downward adjustment.

**Frontage/Acre:** The subject offers approximately 27' of frontage per acre. Within the subject's market the frontage per acre may or may not be a large factor when developers are choosing a site. Within the subject's area, frontage is not a large factor when subdividing lots from the property, since developers are maximizing the entire site with internal roadways. Each of the other sales offered comparable frontage per acre and did not require adjustment.

**Topography:** The subject offers a mostly level and cleared topography. Each of the sales offered similar topography and no adjustment was warranted.

**Zoning:** The subject is located within the RR, Rural Residential zoning district with final approvals for an 87 lot single family subdivision known as Kings Gate West obtained under the

previous zoning requirement. The building lots range in size from ½ acre to 1 acre. Larger building lots will typically allow for a builder to construct a larger home and generally offer them the opportunity to realize a greater profit, while smaller sites will typically offer smaller building improvements. As such, developers/builders will pay slightly higher per unit rates for larger building lots. Sales 1 and 3 were generally 1 acre or larger and required a downward adjustment. Sales 2 and 4 offered comparable lot sizes and did not require adjustment.

**Easements:** As approved the subject would be encumbered by various easements associated with the development of the site, such as sight triangle easements, drainage easements, and a road easement which is typical for development of a subdivision. Each of the comparables offered similar encumbrances and thus no adjustment was warranted.

**Soils (% Very Limited):** The subject offers soils that are 94% septic suitability that are not limited. Each of the sales offered a comparable percentage and no adjustment was required.

**Public Water and Sewer:** The subject property offers access to public water and requires the installation of septic systems. Based upon conversations with area developers with regards to public sewer versus septic installation, the general consensus is that the cost to install are somewhat similar, but that public sewer is slightly preferred as developers/builders do not have individual post-installation calls/problems as they would with private septic and the individual owners; however, it does not appear that developers are willing to pay a measured premium for public sewer. Access to public water is preferred and there is usually a premium paid for sites that offer access to public water as compared to those which require well installation. Sales 1 and 2 did not offer public water or sewer and required a moderate upward adjustment. Sale 4 offered access to public water and sewer and required downward adjustment. Sale 3 was comparable to the subject and did not require adjustment.

**Development Approvals:** The subject offers final subdivision approvals for an 87 lot residential subdivision. Based upon market data as well as conversations with developers, a percentage adjustment for development approvals is realized due to the risk and expense in obtaining the approvals. Sales 1 and 3 also offered final approvals obtained by the seller with their respective plats having also been filed with the county which is an additional expense to an owner. With the plats being filed, this allows the seller to sell individual lots or package lots for bulk sale and thus each of these sales has been adjusted modestly for that superiority. Sales 2 and 4 were sold contingent upon the buyer obtaining approvals and required upward adjustment for the additional risk and expense in obtaining final approvals.

#### **Value Conclusion Before the Easement**

Each comparable sale used in the analysis provides a reasonable indication of the subject's market value and was considered the best available as of the valuation date. After adjustments to each sale are made, the indicated range, average, median, and weighted average are shown on each of the Adjustment Analysis.

Each of the sales was weighted equally in the reconciliation of the subject's value. Based on the market information, the resulting market value for the subject property, Before the Easement, as of October 3, 2011 is estimated as follows:

	Estimated MV	Per Acre
<b>Before Easement (Unrestricted)</b>	<b>\$3,930,000</b>	<b>\$34,474</b>

## Section 4: Property Valuation - After the Easement

### Land Description and Site Improvements

After the Easement, the subject property will continue to consist of six lots that combined offer 114 net acres, a moderately irregular shape with a mostly level and cleared topography that is impacted by approximately 6% wetlands. The soil characteristics and land capabilities will remain the same as described within the site description section of this appraisal report. The property's farming capabilities continue to be considered good due to the large tillable area, the good percentage of prime soils and a mostly level topography.

Subsequent to the recording of the development easement, the subject will be permanently deed restricted to agricultural use with limited recreational uses allowed so long as they do not interfere with the agricultural use. The owner has requested a non-severable residential opportunity for a future residential housing opportunity. Beyond the exception area, the subject, as deed restricted, will be restricted to a maximum impervious surface limitation of 6.33% or 7.15 acres as determined by the SADC and approved by the NRCS.

### Residential Opportunity

There are three types of residential opportunities available for farmland.

1. Exceptions
2. Residential units
3. Residual dwelling site opportunity (RDSO).

The different types of residential opportunities are further discussed as follows:

#### 1. Exceptions

An exception may be one of the following:

**Severable Exception:** An area which is part of an existing Block and Lot owned by the applicant which will be excluded from the restrictions of the Deed of Easement and may be sold as a separate lot in the future.

**Non-Severable Exception:** An area which is part of an existing Block and Lot owned by the applicant that will not be subject to the restrictions of the Deed of Easement but cannot be sold separately from the remaining premises unless it is part of a larger area which is deemed to be agriculturally viable.

#### 2. Residential Units

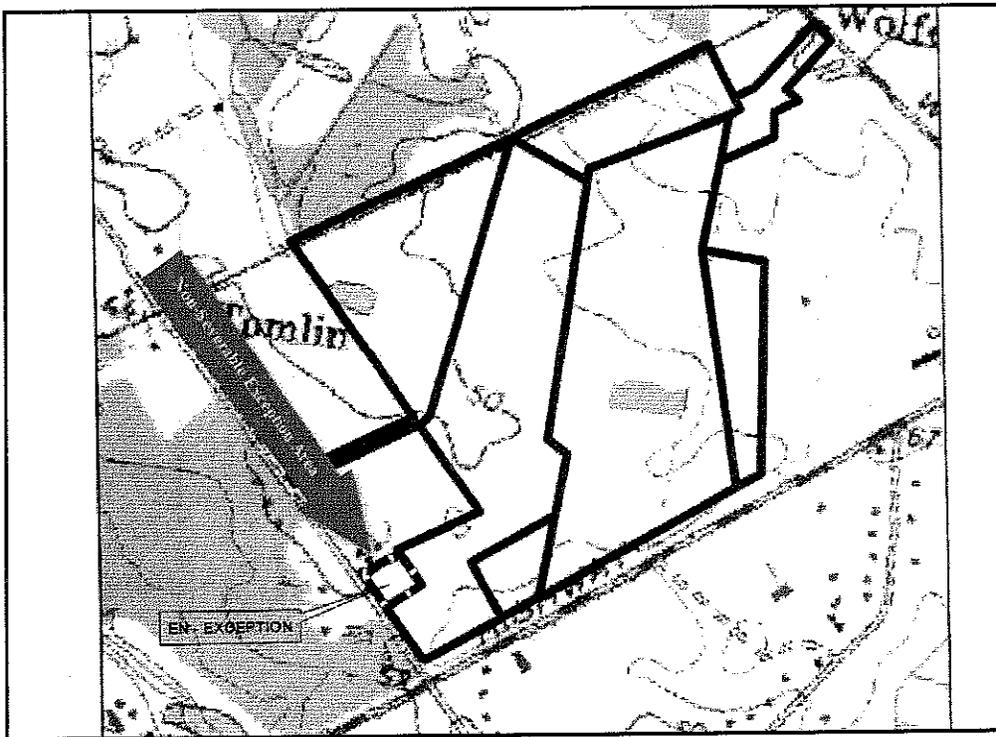
These consist of existing single family or multi-family units used for residential purpose. The occupant does not have to be involved in the agricultural operation once the premises are permanently restricted.

**3. Residential Dwelling Site Opportunity (RDSO)**

An RDSO means the potential to construct a residential unit and other appurtenant structures on the premises according to N.J.A.C. 2:76-6.17. The exercising of an opportunity to construct a residential unit must be approved by the SACD (*State Agricultural Development Committee*). The residential building must be used for single-family residential housing and its appurtenant uses. Furthermore, the construction and use of the residential unit shall be for agricultural purposes.

**Subject's Residential Opportunity**

The owner has requested a 1 acre non-severable exception for future residential dwelling. The non-severable exception area will be along the Tomlin Station Road frontage in the southwestern corner of the site as indicated by the red arrow on the following map.



### **Highest & Best Use Analysis - After the Easement**

In determining the highest and best use of the property After the Easement, the same four criteria were considered as in the Before the Easement valuation:

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

### **Highest & Best Use – As Vacant “After the Easement”**

**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.

With the agricultural development easement in place, the permitted uses include any agricultural use and public or private recreation. Additionally, recreational activities are only permitted if they do not interfere with the agricultural use of the site.

Overall, the legal restrictions affecting the property appear to permit each of the above permissible uses.

**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 tract offers a net land area of 114.00 acres with approximately 87% of the site being farmed offering 91% prime soils and 9% soils of statewide importance. It is moderately irregular in shape offering a mostly level and cleared topography with a minimal amount of wetlands. The soil characteristics and land capabilities throughout most of the tract appear to be conducive to farming. Overall, the property appears to be suited for agricultural uses.

**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 in a relatively rural area where some of the surrounding lands are being farmed and are either preserved or in the process of being preserved with some former farms being developed residentially. The subject offers good characteristics for farming and is considered desirable for this use. There is not a great demand for recreational type lands and the other permitted uses as restricted. Based on this information, the financially feasible alternatives indicate that continued operation as a farm is financially feasible.

**Maximally Productive** addresses the one use that is capable of providing the highest return to the property. After considering each of the remaining development alternatives for the subject, the continued operation of the property as a farm with is considered the highest and best use, After the Easement.

#### **Valuation Methods**

The appraiser in the estimation of market value, After the Easement, must consider the same three basic approaches. 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. Again, only the Sales Comparison Approach is capable of providing a reliable indication of the subject's value, After the Easement.

#### **Sales Comparison Approach - After the Easement**

The search for comparable sales data was focused on parcels offering similar physical characteristics, particularly size, and housing opportunity within Gloucester County. Comparable sales data for properties with development easements in place were researched, since these types of sales best reflect the subject's value, After the Easement.

For the sales that offered building improvements, the value of the building improvements was estimated based upon a combination of methods. The tax assessment for the buildings was analyzed; the grantee was interviewed to determine the estimated allocation made to the improvements, as well as based upon an exterior inspection of the property.

A summary of each comparable sale used in the analysis is shown on the following pages followed by the Comparable Sales Adjustment Analysis and a discussion of the adjustments made by the appraiser for the valuation of the subject property, After the Easement.

**“Restricted” Comparable Land Sale 1**



**Location Data**

Address: 720 Eldridges Hill Road (County Route 617)  
 South Harrison Township, NJ  
 County: Gloucester County  
 Distance to Subject: Approximately 8 miles

**Legal Data**

Deed Date: 6/29/2010  
 Deed Book/Page: 4785/215  
 Grantor: NJ SADC  
 Grantee: Sebastian & Jacqueline Marino  
 Consideration: \$705,000 Deeded consideration  
 - 115,000 Est. Value of Improvements  
**\$590,000 Estimated Land Value**  
 Assessor Tax ID: Block 28, Lot 3.01  
 Zoning: Deed Restricted to Agricultural Use

**Site Data**

Land Area (Acre): 127 acres  
 Frontage (feet): 2,141'  
 Shape: Moderately Irregular  
 Topography: Mostly level and cleared  
 Soil Characteristics: 37% prime, 56% statewide, & 7% not prime (77% tillable)

Soil Type	Area%	Quality
FrkA	12%	Prime
FrkB	1%	Prime
LenA	8%	Statewide
SabB	48%	Statewide
SabF	7%	Not Prime
SacA	20%	Prime
SacB	2%	Prime
WeeB	2%	Prime

Wetlands: Minimal in rear portion of site.

Utilities: Private well & septic

**Building Improvements/Opportunities**

Existing Improvements: Single-family residence and barn

Residential Opportunities: Existing residence

**Financial Data**

Verified With: Gary Pohorely, Senior Planner NJ SADC

Conditions of Sale: Market

Financing: Same as Cash

**Sale Indications**

Highest and Best Use at time of sale: Agricultural Use

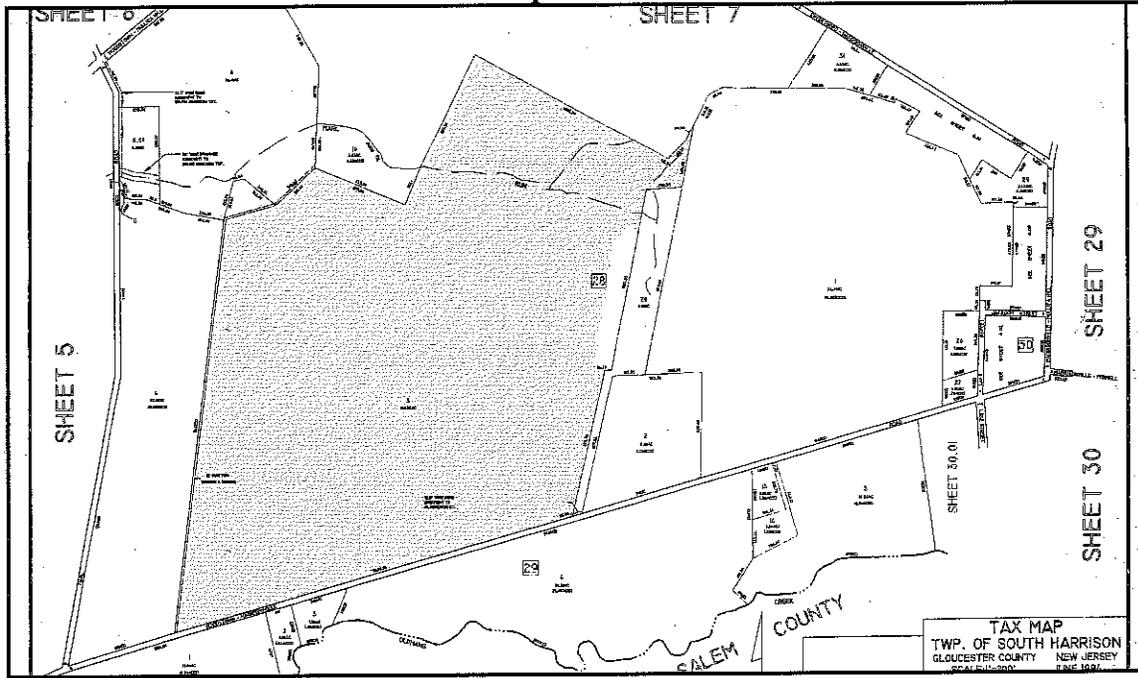
Price Per Acres of Land Area: \$4,646

Comments: The transaction was reported to be arm's length. It was purchased through an auction by the SADC with a minimum bid of \$525,000. Reportedly, there were three bidders. The winning bidder currently farms the property.

It offered a single family residence that appeared to be in below average condition and a barn structure in poor condition. The estimated contributory value of the residence was calculated based upon the tax assessment as well as an exterior physical inspection. There were no other residential opportunities with the site.

The property is located along a county roadway in the southern portion of South Harrison Township in the southern end of Gloucester County. It offers extensive frontage along the north side of Eldridges Hill Road. It is mostly level and cleared with approximately 77% tillable. There is a utility easement and ingress/egress easement that encumber the parcel, but had limited impact of the sale.

### Tax Map Land Sale 1

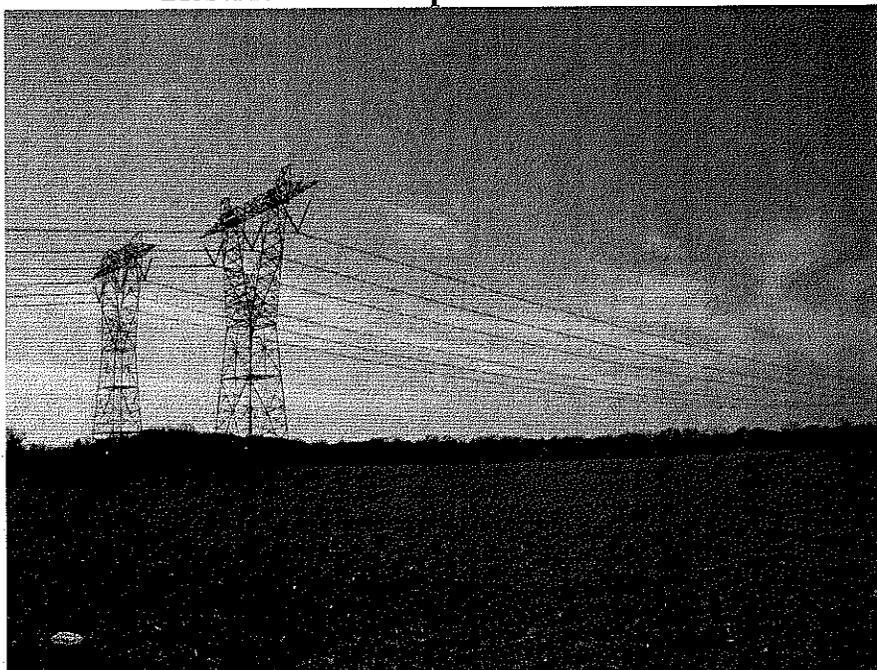


### Soils Map



\* Appraisers estimate of the property. Map provided by the Web Soil Survey on the NRCS website. The various colors represent the different soils.

**“Restricted” Comparable Land Sale 2**



**Location Data**

Address: South Side of Swedesboro Road  
Franklin Township, NJ  
County: Gloucester County  
Distance to Subject: Approximately 16 miles

**Legal Data**

Deed Date: 1/6/2009  
Deed Book/Page: 4626/116  
Grantor: Douglas Carey  
Grantee: Edward & Susan Eivich  
Consideration: \$135,000  
Assessor Tax ID: Block 2601, Lot 5  
Zoning: Deed Restricted to Agricultural Use

**Site Data**

Land Area (Acre): 40.56 acres  
Frontage (feet): 327'  
Shape: Moderately Irregular  
Topography: Clear and level

Soil Characteristics: 61.4% prime, 27.5% statewide, & 11.1% unique (95% tillable)

Soil Type	Area%	Quality
AucB	18.5%	Prime
AugB	45.6%	Prime
DocB	12.3%	Statewide
HbmB	5.6%	Statewide
MakAt	7.6%	Unique
SabB	10.5%	Statewide

Wetlands: Minimal amount at the rear of the site

Utilities: Private well & septic

**Building Improvements/Opportunities**

Existing Improvements: None

Residential Opportunities: None

**Financial Data**

Verified With: Dana Andrie, Listing Agent

Conditions of Sale: Market

Financing: Same as Cash

**Sale Indications**

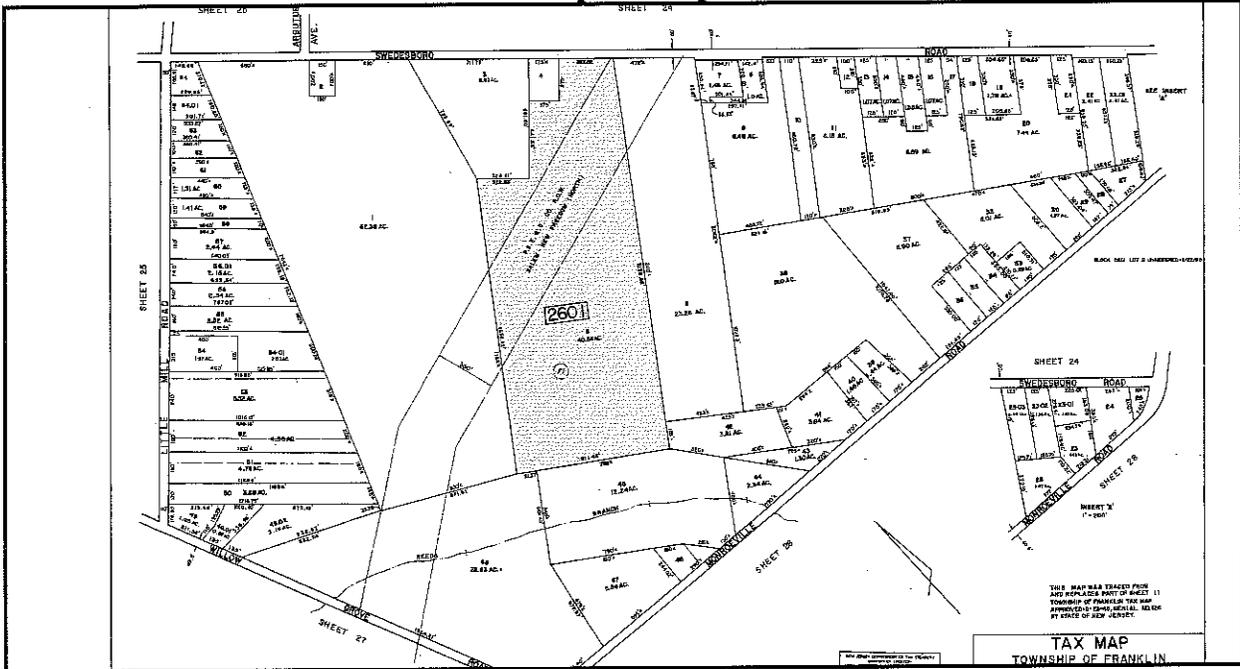
Highest and Best Use at time of sale: Agricultural Use

Price Per Land Area (Acre): \$3,328

Comments: The transaction was reported to be arm's length. The property was listed on the multiple listing service for less than a month with an asking price of \$150,000. It was purchased by the grantor in 2005 for a recorded consideration of \$75,000. The only housing opportunity it offered was for construction of worker housing in conjunction with the farm.

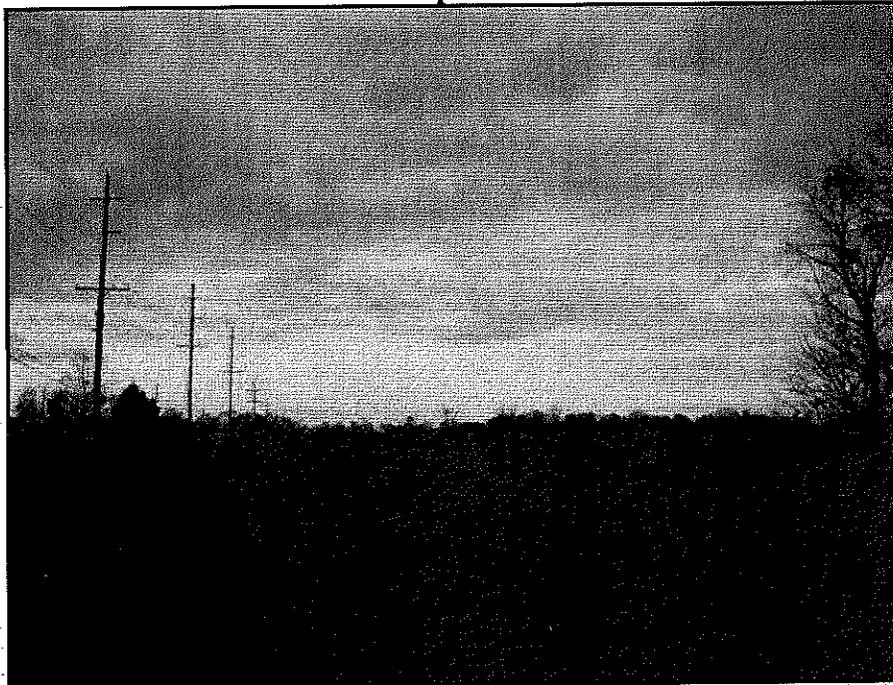
The property is located on the south side of Swedesboro Road in the central portion of Franklin Township. It is mostly level and cleared with a minimal amount of wetlands located at the rear of the farm. There is a 350' wide utility easement that bisect through the site in an east to west direction.

### Tax & Soils Maps Comparable Sale 2



\* Appraisers estimate of the property. Map provided by the Web Soil Survey on the NRCS website. The various colors represent the different soils.

**“Restricted” Comparable Land Sale 3**



**Location Data**

Address: Northwest corner of Tomlin Station Road & High Street  
Harrison Township, NJ  
County: Gloucester County  
Distance to Subject: Approximately 3 miles

**Legal Data**

Deed Date: 11/20/2008  
Deed Book/Page: 4607/18  
Grantor: Aaron Butler & Dorothy Sconyers  
Grantee: Joseph Leone  
Consideration: \$239,200  
Assessor Tax ID: Block 51, Lot 8  
Zoning: Deed Restricted to Agricultural Use

**Site Data**

Land Area (Acre): 42.30  
Frontage (feet): 2,621'  
Shape: Moderately Irregular  
Topography: Mostly level and cleared

Soil Characteristics: 39.1% prime, 34.9% Statewide, & 25.9% Not Prime(80% tillable)

Soil Type	Area%	Quality
FmhAt	2.7%	Not Prime
FrkB	32.7%	Prime
FrkC	34.9%	Statewide
FrkeE	23.2%	Not Prime
MaoB	6.4%	Prime

Wetlands: Minimal  
 Utilities: Private well & septic

**Building Improvements/Opportunities**

Existing Improvements: None  
 Residential Opportunities: None

**Financial Data**

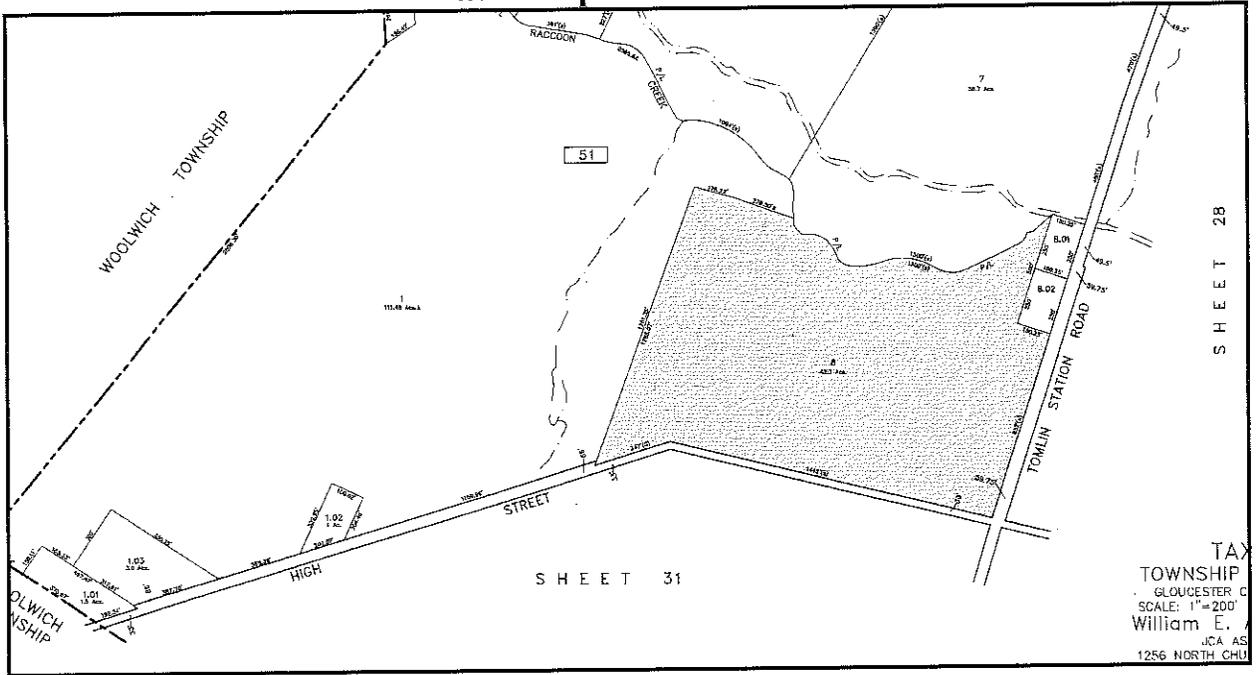
Verified With: Dorothy Sconyers, Grantor  
 Conditions of Sale: Market  
 Financing: Same as Cash

**Sale Indications**

Highest and Best Use at time of sale: Agricultural Use  
 Price Per Land Area (Acre): \$5,655  
 Comments: The transaction was reported to be arm's length. The grantee is a local farmer who farms various tracts throughout the county. The site did not offer any building improvements or future residential opportunities.

The property is located at the northwestern corner of Tomlin Station Road and High Street in the northern portion of Harrison Township offering extensive frontage along High Street. It is mostly level and cleared with approximately 80% of the site being tillable and a very small amount of wetlands along the northerly boundary.

### Tax Map Land Sale 3

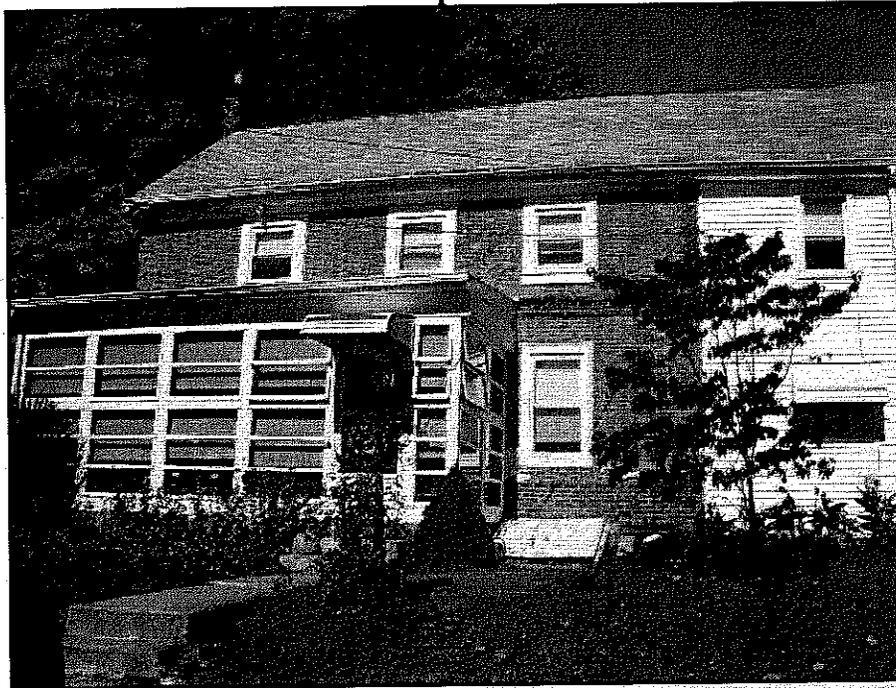


### Soils Map



\* Appraisers estimate of the property. Map provided by the Web Soil Survey on the NRCS website. The various colors represent the different soils.

**“Restricted” Comparable Land Sale 4**



**Location Data**

Address: 334 Lincoln Mill Road  
 South Harrison Township, NJ  
 County: Gloucester County  
 Distance to Subject: Approximately 8 miles

**Legal Data**

Deed Date: 1/30/2009  
 Deed Book/Page: 4626/337  
 Grantor: Barbara Keefer  
 Grantee: Joseph & Grace Visalli  
 Consideration: \$365,000 Deeded consideration  
 - 75,000 Est. Value of Improvements  
**\$290,000 Estimated Land Value**  
 Assessor Tax ID: Block 14 Lots 13 & 13 Q-farm  
 Zoning: Deed Restricted to Agricultural Use

**Site Data**

Land Area (Acre): 60.70 acres  
 Frontage (feet): 1,420'  
 Shape: Moderately Irregular  
 Topography: Clear and level

Soil Characteristics: 92% prime, 8% Statewide (95% tillable)

Soil Type	Area%	Quality
KemB	92.0%	Prime
LenA	8.0%	Statewide

Wetlands: None

Utilities: Private well & septic

**Building Improvements/Opportunities**

Existing Improvements: 300 year old residence

Residential Opportunities: (1) non-severable existing residence

**Financial Data**

Verified With: Michael Crugnale, Listing Agent

Conditions of Sale: Market

Financing: Same as Cash

**Sale Indications**

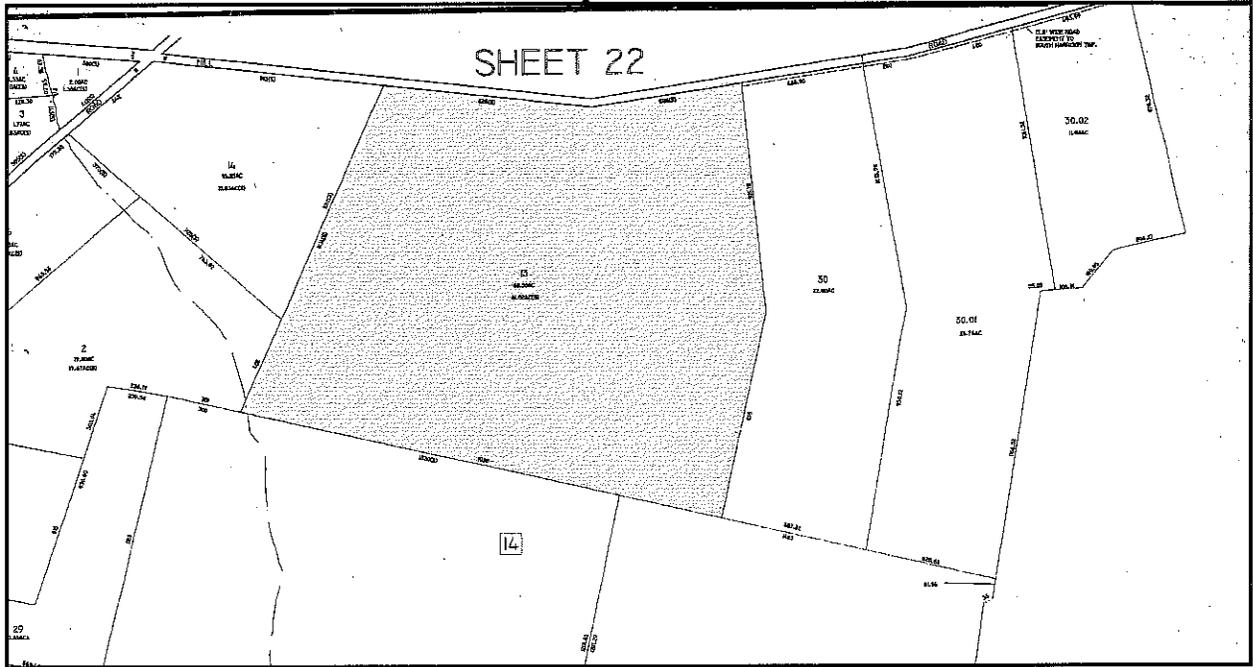
Highest and Best Use at time of sale: Agricultural Use

Price Per Acres of Land Area: \$4,778

Comments: The transaction was reported to be arm's length. The property was listed with Century 21 Realtors in August 2008 with an asking price of \$375,000. It is improved with an older residence that is approximately 300 years old and is in fair overall condition. The agent estimated a contributory value of approximately \$75,000 for the residence. The site entered into the farmland preservation program in June 2008 and offers an existing single-family residence.

The property is located along a local roadway in the central portion of South Harrison Township. It offers 1,420' of frontage along the east side of Lincoln Mill Road. It is mostly level and cleared with approximately 95% tillable.

### Tax Map Land Sale 4

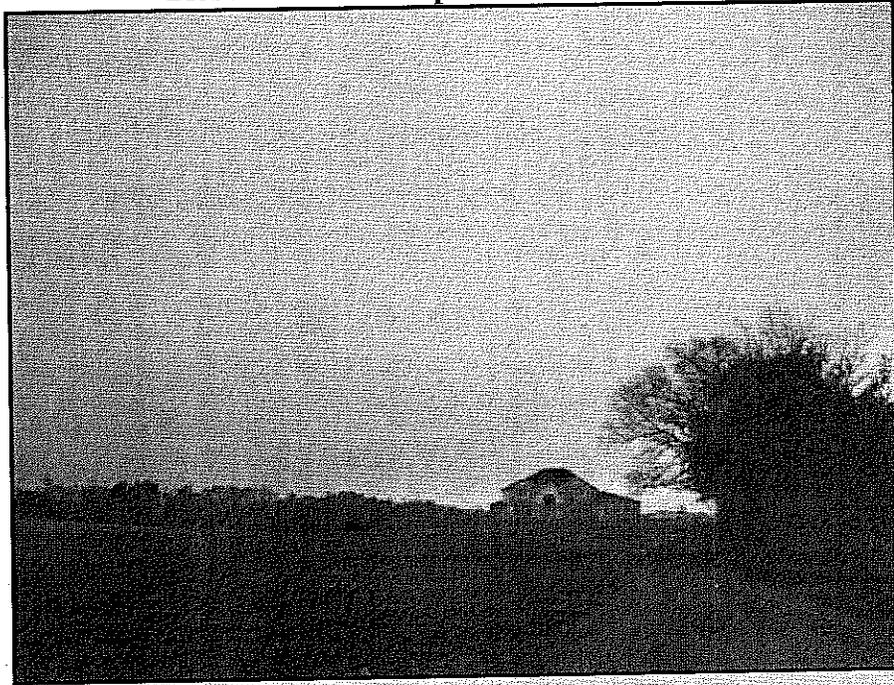


### Soils Map



\* Appraisers estimate of the property. Map provided by the Web Soil Survey on the NRCS website. The various colors represent the different soils.

**“Restricted” Comparable Land Sale 5**



**Location Data**

Address: 350 Jessup Mill Road  
East Greenwich Township, NJ  
County: Gloucester County  
Distance to Subject: Approximately 2 miles

**Legal Data**

Deed Date: 7/28/06  
Deed Book/Page: 4258/181  
Grantor: Charles & Catherine Mihlebach  
Grantee: Louis & Deborah Gattuso  
Consideration: \$162,250  
Assessor Tax ID: Block 1005, Lot 2.02  
Zoning: Deed Restricted to Agricultural Use

**Site Data**

Land Area (Acre): 23.19 acres  
Frontage (feet): 100'  
Shape: Moderately Irregular  
Topography: Mostly level and cleared

Soil Characteristics: 74% Prime, 26% Statewide (95% tillable)

Soil Type	Area%	Quality
FrkB	70%	Prime
FrkC	26%	Statewide
WokA	4%	Prime

Wetlands: 0% freshwater

Utilities: Private well & septic

**Building Improvements/Opportunities**

Existing Improvements: None

Residential Opportunities: 1.24 acre severable exception

**Financial Data**

Verified With: Catherine Mihlebach, Grantor

Conditions of Sale: Market

Financing: Same as Cash

**Sale Indications**

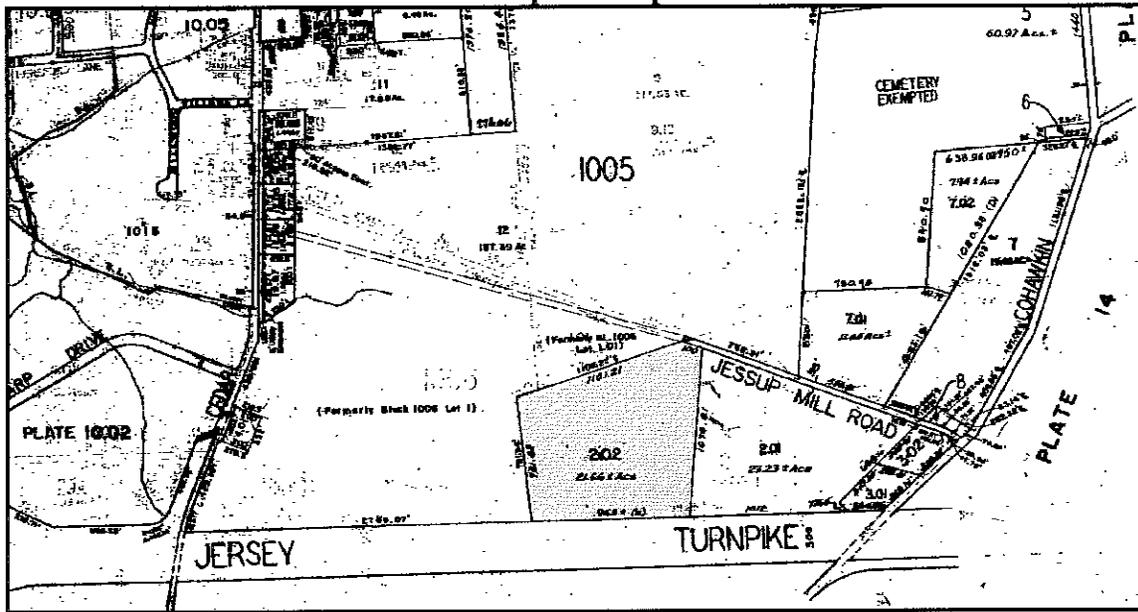
Highest and Best Use at time of sale: Agricultural Use

Price Per Land Area (Acre): \$6,997

Comments: The transaction was reported to be arm's length. The property offered a severable exception. The grantee is not a farmer and reportedly purchased the site to construct a single-family residence and lease the farm to a local farmer. Subsequent to the purchase the grantee constructed a residence.

The property offers approximately 100' of frontage along an unimproved roadway in the central portion of East Greenwich Township and it abuts the New Jersey Turnpike.

### Tax & Soils Maps Comparable Sale 5



\* Appraisers estimate of the property. Map provided by the Web Soil Survey on the NRCS website. The various colors represent the different soils.



	SUBJECT	SALE 1	SALE 2	SALE 3	SALE 4	SALE 5
Property Address	Kings Hwy & Tomlin Station East Greenwich	720 Eldridges Road South Harrison	Swedesboro Rd. Franklin Twp.	Tomlin Station Harrison Twp.	Lincoln Mill Rd South Harrison	Jessup Mill Rd. East Greenwich
Grantee	Bezr & NAR Farms	Marino	Erlich	Leone	Keefer	Gattuso
Farm Size in Acres	114.00	127.00	40.56	42.30	60.70	23.19
Date of Sale	10/3/2011	6/29/2010	1/6/2009	11/20/2008	9/28/2008	7/28/2006
Sale Price - Land Only		\$590,000	\$135,000	\$239,200	\$290,000	\$162,250
Residential Opportunity	Non severable	\$0	\$0	\$0	\$0	\$0
Total Consideration		\$590,000	\$135,000	\$239,200	\$290,000	\$162,250
<b>Sale Price / Acre</b>	<b>NA</b>	<b>\$4,646</b>	<b>\$3,328</b>	<b>\$5,655</b>	<b>\$4,778</b>	<b>\$6,997</b>
Property Rights		Fee Simple 0%	Fee Simple 0%	Fee Simple 0%	Fee Simple 0%	Fee Simple 0%
Adjusted Value		\$4,646	\$3,328	\$5,655	\$4,778	\$6,997
Condition of Sale		Arms Length 0%	Arms Length 0%	Arms Length 0%	Arms Length 0%	Arms Length 0%
Adjusted Value		\$4,646	\$3,328	\$5,655	\$4,778	\$6,997
Financing Terms		At Market 0%	At Market 0%	At Market 0%	At Market 0%	At Market 0%
Adjusted Value		\$4,646	\$3,328	\$5,655	\$4,778	\$6,997
Market Conditions	0%	Similar 0%	Similar 0%	Similar 0%	Similar 0%	Superior -10%
# of Months req. adj.		15	33	35	37	63
Adjusted Value		\$4,646	\$3,328	\$5,655	\$4,778	\$6,297
<b>Adjusted Price/Acre</b>		<b>\$4,646</b>	<b>\$3,328</b>	<b>\$5,655</b>	<b>\$4,778</b>	<b>\$6,297</b>
Location	Average	Comp 0%	Inferior 10%	Comp 0%	Comp 0%	Comp 0%
Size in Acres	114.00	127.0 0%	40.6 0%	42.3 0%	60.7 0%	23.2 -10%
Topography	Level/cleared	Mostly Level 0%	Mostly Level 0%	Mostly Level 0%	Mostly Level 0%	Mostly Level 0%
Tillable Acres ( % )	87%	77% 0%	95% 0%	80% 0%	95% 0%	95% 0%
Soils ( % Prime )	91%	37% 10%	61% 0%	39% 10%	92% 0%	74% 0%
Residential Opportunity	Non-Severable \$ Adj. Equates to	Existing Resid. 5% \$26,480	None 20% \$75,888	None 10% \$64,465	Existing Resid. 5% \$27,232	Severable Only -5% (\$35,892)
<b>Net Adjustment</b>			15%	30%	20%	5%
						-15%
<b>Indicated Value/Acre</b>		<b>\$5,343</b>	<b>\$4,327</b>	<b>\$6,786</b>	<b>\$5,016</b>	<b>\$5,352</b>
<b>Analysis of Comparables:</b>						
<b>Net Adjustments (Including Market Conditions)</b>		15%	30%	20%	5%	-25%
<b>Gross Adjustments (Including Market Condition)</b>		15%	30%	20%	5%	15%
<b>Comparable Weighting</b>		20%	20%	20%	20%	20%
	<b>Before Adjustments</b>	<b>After Adjustments</b>				
Low End of Range	\$3,328	\$4,327				
High End of Range	\$6,997	\$6,786				
Average	\$5,081	\$5,365				
Median	\$4,778	\$5,345				
Weighted Average	\$5,081	\$5,365				
<b>Estimated Value Per Acre</b>		<b>\$ 5,400</b>				
<b>Subject's Land Area (Acres)</b>		<b>114.00</b>				
<b>Estimated Market Value Via Sales Comparison (Rounded)</b>		<b>\$ 620,000</b>				

The analyzed land sales were considered the best available to estimate the market value of property, After the Easement, as of the valuation date. The most appropriate unit of comparison is considered to be the sale price per acre of land area. Thus, we have analyzed the market value of the property based on the per acre value. The estimated market adjustments made to each comparable sale are discussed as follows:

**Property Rights Conveyed:** Each comparable sale reflected the purchase of the fee simple estate subject to a deed restriction for agricultural use only, while the market value of the same interest is being estimated for the subject. Thus, no adjustment appeared to be warranted.

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

**Conditions of Sale:** No atypical conditions of sale were reported during our verification of the comparable sales. Thus, no adjustment appeared to be warranted.

**Market Conditions (Time):** The sale prices of deed restricted land available for farming and residential development throughout the area has remained relatively stable since 2008 with no substantial increase or decrease. Thus, no adjustment was warranted to sales 1, 2, 3, and 4. Sale 5, which occurred in 2006 in the midst of the markets boom years, was adjusted downward.

**Location:** The subject offers an average location for a farm use in East Greenwich Township within an area that has experienced significant residential growth with good access to the areas highway network. Sale 2 offered an inferior location and required upward adjustment. Each of the remaining sales offered similar location attributes and no adjustment was warranted.

**Site Size:** The subject property consists of an irregularly shaped parcel containing 114.00 net acres. Sale 5 offered a significantly smaller site and required downward adjustment for the per unit premium typically paid for smaller parcels. Sales 1, 2, 3, and 4 offered similar sized land areas and did not require adjustment.

**Topography:** The subject offers a mostly level and cleared topography. Each sale offered comparable topography and did not require adjustment.

**Tillable Acres:** The subject offers approximately 87% of tillable acres. Each of the sales offered a comparable percentage and did not require adjustment.

**Soils:** Approximately 91% of the soils are considered prime farmland and 9% of statewide importance. Sales 1 and 3 offered an inferior percentage of prime soils and required upward adjustment. Sales 2, 4, and 5 offered similar percentage and did not require adjustment.

**Residential Opportunity:** The subject would offer a non-severable exception area for a future residence. The subject's residential opportunity is considered an enhancement to the value of the property. The appraiser interviewed several market participants regarding the intrinsic value of residential opportunities as well as researched recent sales and found that some purchasers of

restricted sites are buying with the intent to develop a residence and are not necessarily interested in the land to farm. For example, Sale 5 was purchased with the intent to build a home and lease the land to a farmer. The adjustment for the residential opportunity has been made based upon an estimated value of a building lot within a range of \$65,000 to \$75,000.

Sales 1 and 4, improved with residences that cannot be expanded larger than their current floor plan nor could they be severed from the farm, have been adjusted moderately upward for the limitations of the building opportunity. Sales 2 and 3 did not offer any residential opportunity and required upward adjustment. Sale 5 also offers an opportunity to construct a single-family residence on deed restricted land; however, the opportunity can be severed and marketed separately from the farm operation, which is considered superior to the subject's opportunity and required a modest downward adjustment.

**Value Conclusion After The Agricultural Development Easement**

Each comparable sale used in the analysis provides a reasonable indication of the subject's market value After the Easement and was considered the best available as of the valuation date. After adjustments to each sale are made, the indicated range, average, median, and weighted average are shown on the Adjustment Analysis.

Each sale was weighted equally and the resulting market value for the property, After the easement, as of October 3, 2011 based upon the zoning requirements and the deed restriction is estimated at **\$620,000** (*equivalent to \$5,400 per acre x 114.00 acres, rounded*).

	<b>Estimated MV</b>	<b>Per Acre</b>
<b>After Easement (Restricted)</b>	<b>\$620,000</b>	<b>\$5,400</b>

**Section 5: Reconciliation of the Agricultural Development Easement**

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

<b>Summary of Value Conclusions</b>				
	<b>Before Easement (Unrestricted)</b>		<b>After Easement (Restricted)</b>	
	<b>Estimated MV</b>	<b>Per Acre</b>	<b>Estimated MV</b>	<b>Per Acre</b>
<b>Sales Comparison Approach</b>	<b>\$4,440,000</b>	<b>\$38,947</b>	<b>\$620,000</b>	<b>\$5,400</b>
<b>Cost Approach</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>Income Capitalization Approach</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>

The Sales Comparison Approach was the only approach to value developed for the valuation of the property, Before and After the Easement. Four unrestricted comparable land sales were used in the valuation, Before the Taking and five restricted land sales were used in the valuation of the property, After the Easement. This approach to value is considered to be the most applicable indicator in the valuation of land.

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. This approach to value has not been developed, since the property would not be considered to comprise investment real estate and would not appeal to the investor segment of the market. 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 is vacant land.

### Section 6: Value Conclusions

This appraisal report was prepared using a Before and After methodology to determine the value of the development easement. In the "Before" valuation, the property was "unrestricted" with the ability to use the full bundle of rights at the highest and best use. In the "After" valuation, the property is "deed restricted" to primarily agricultural activities as specified in the Deed Restriction cited within this report.

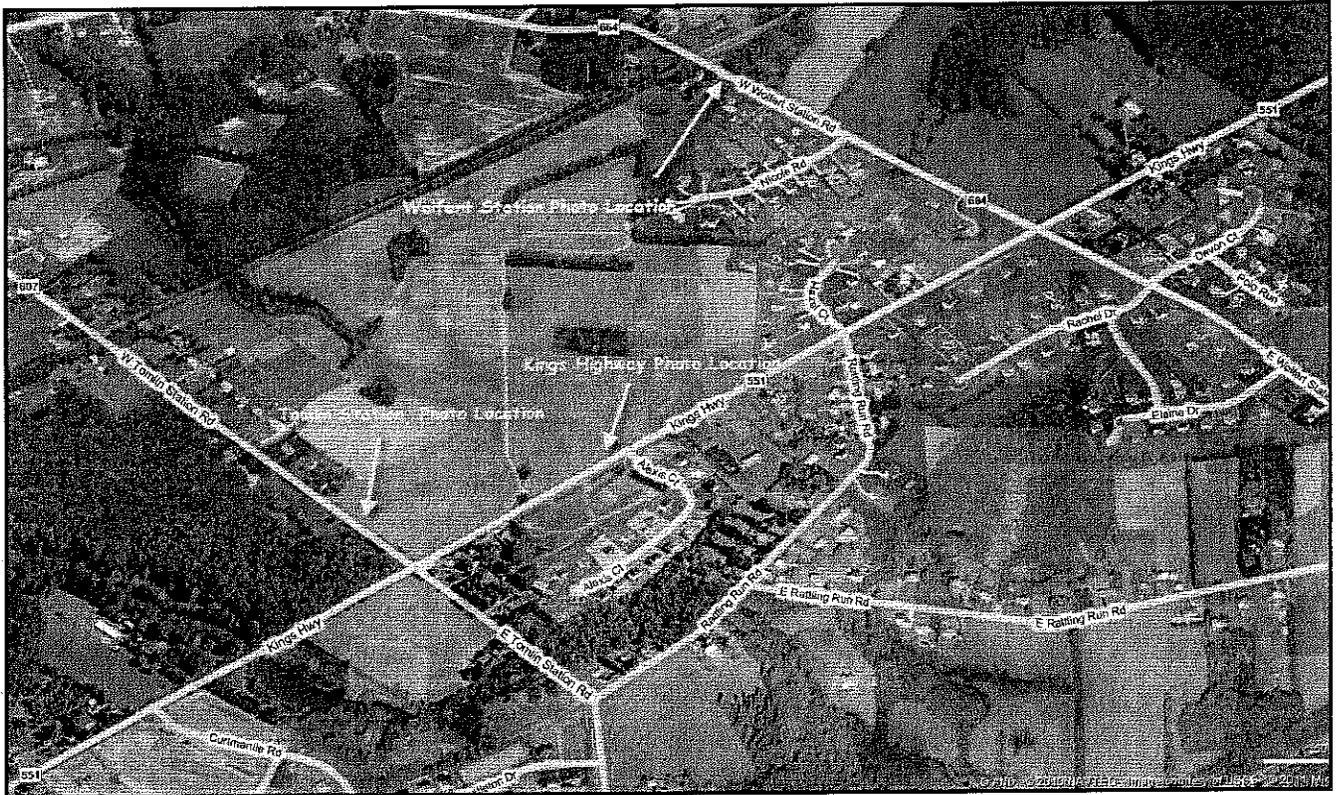
After considering all of the facts and circumstances in connection with the subject property, I conclude the following value estimates as of October 3, 2011:

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

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

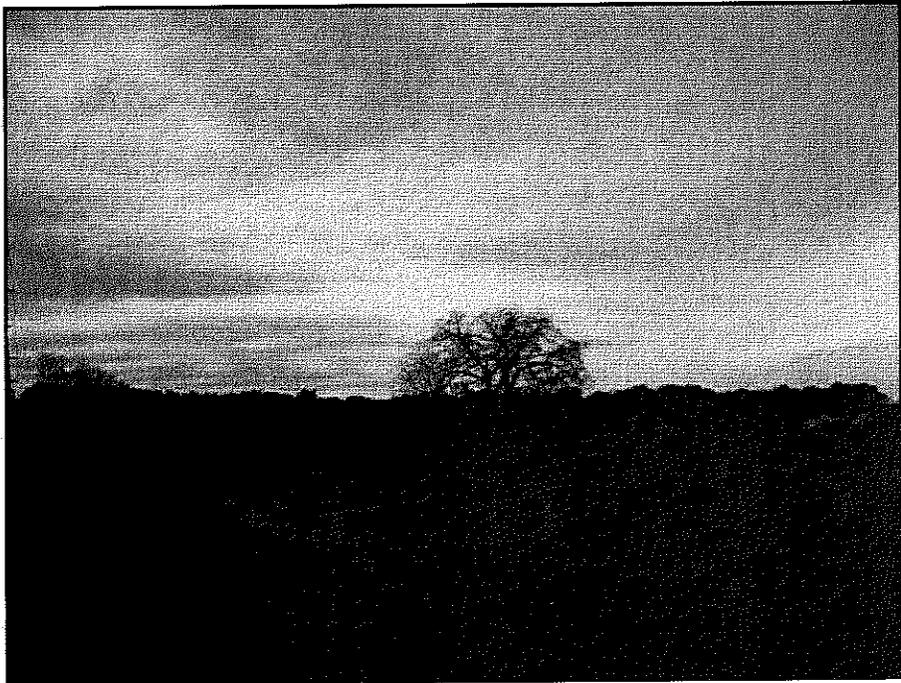
**Section 7: Addenda**

**Photographs of the Subject Property**

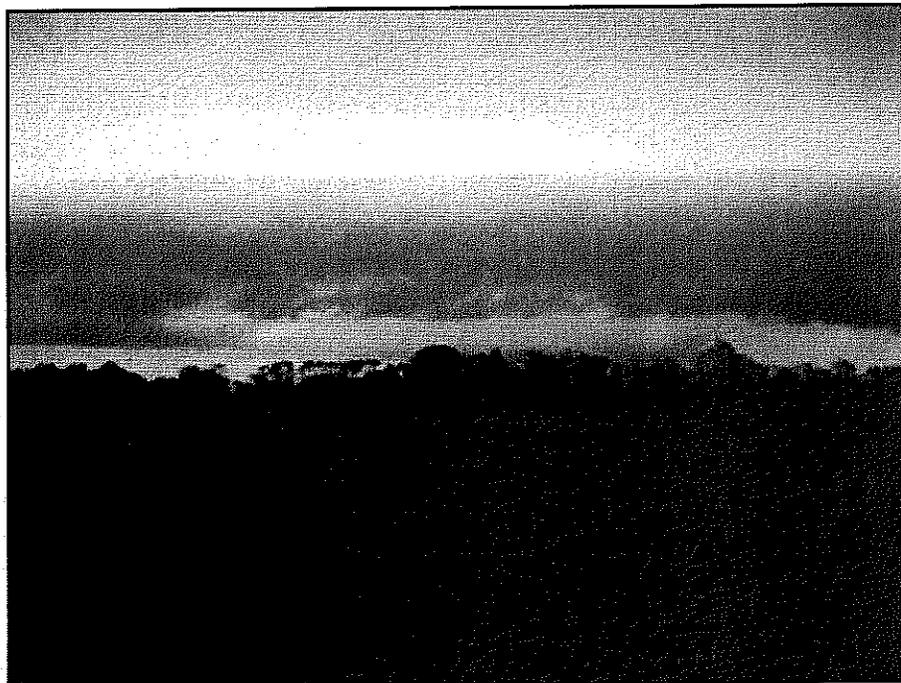


**Aerial Map Depicting Points where photographs were taken**

**Photographs of the Subject Property**

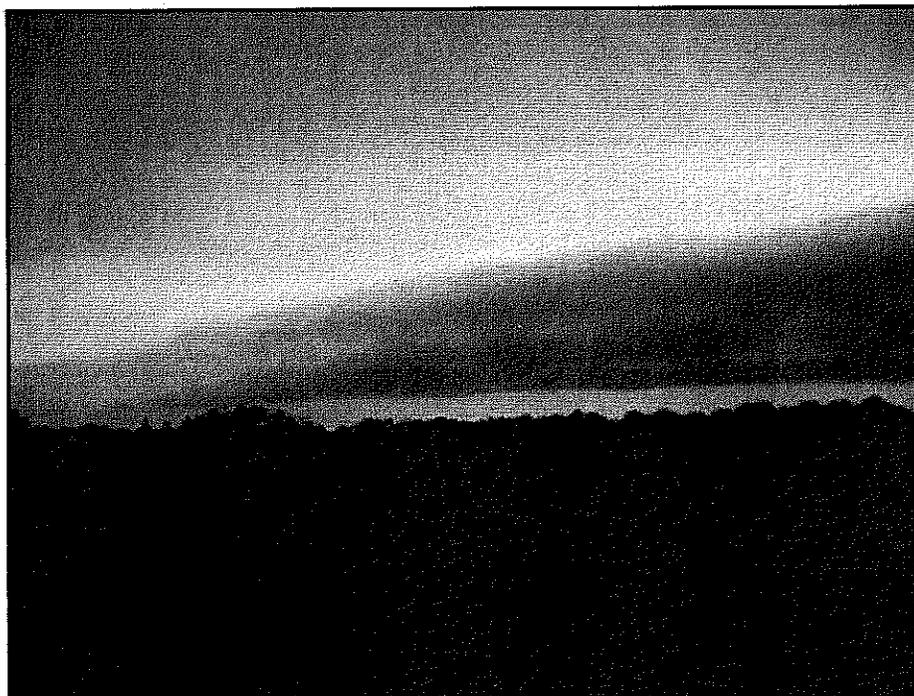


**Easterly View of Subject from Kings Highway (Taken by ARC on 10/27/11)**

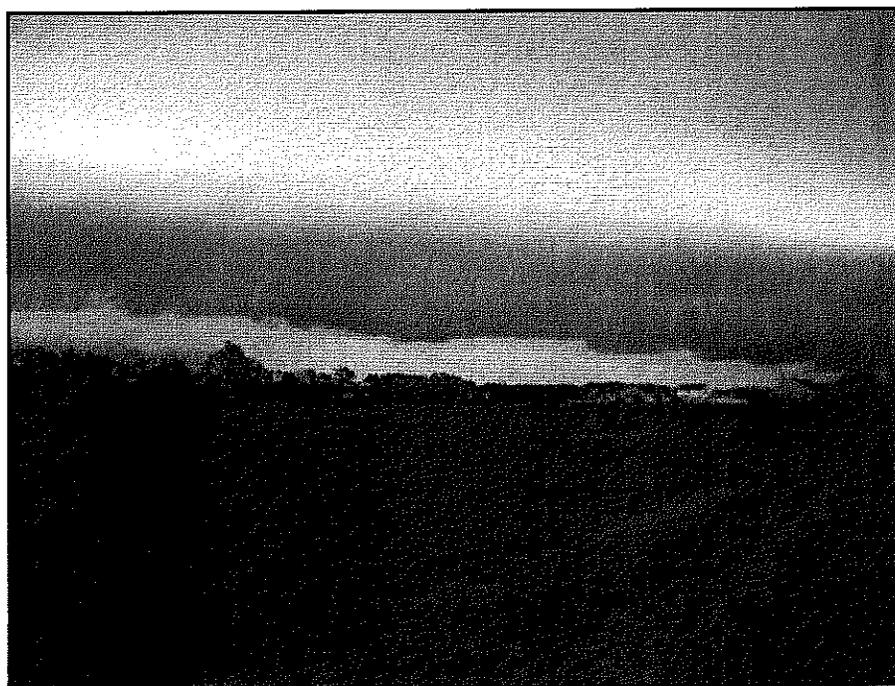


**Easterly View of Subject from Kings Highway (Taken by ARC on 10/27/11)**

**Photographs of the Subject Property**

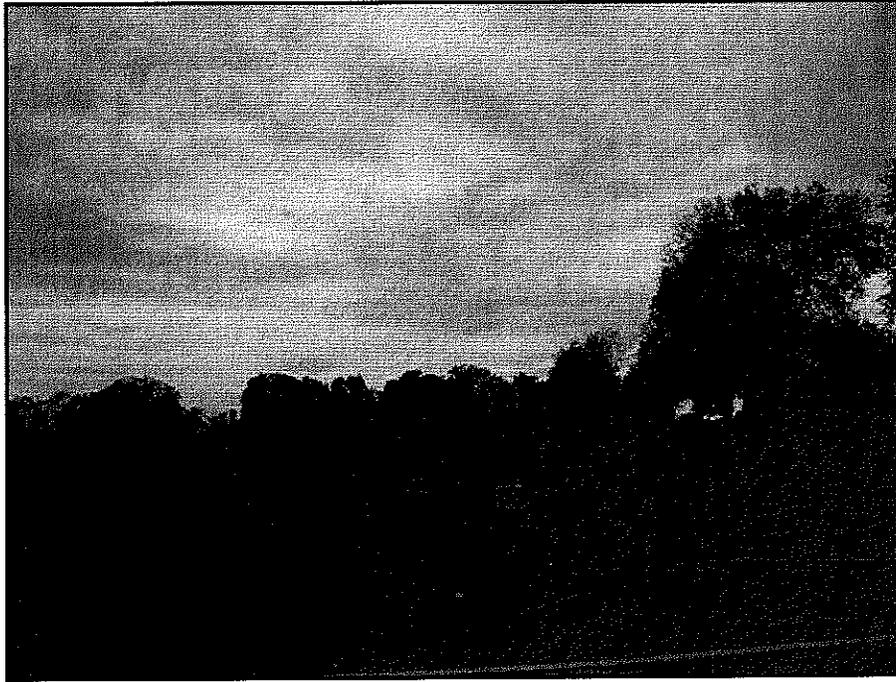


**Northerly View from Kings Highway (Taken by ARC on 10/27/11)**

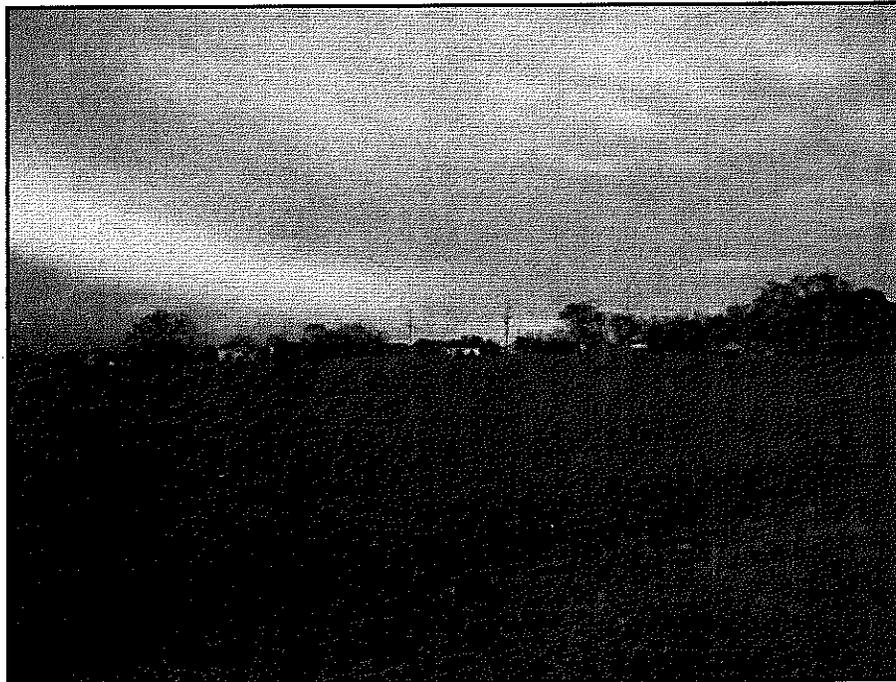


**Northerly View from Kings Highway (Taken by ARC on 10/27/11)**

**Photographs of the Subject Property**



**Southerly View from Wolfert Station (Taken by ARC on 10/27/11)**



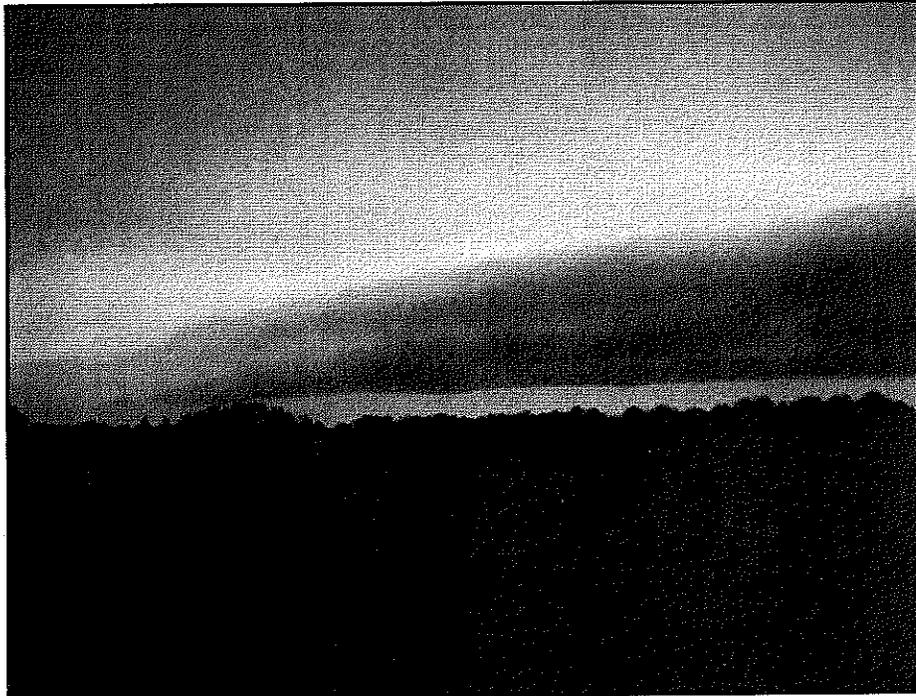
**Northerly View from Tomlin Station Road (Taken by ARC on 10/27/11)**

**Photographs of the Subject Property**

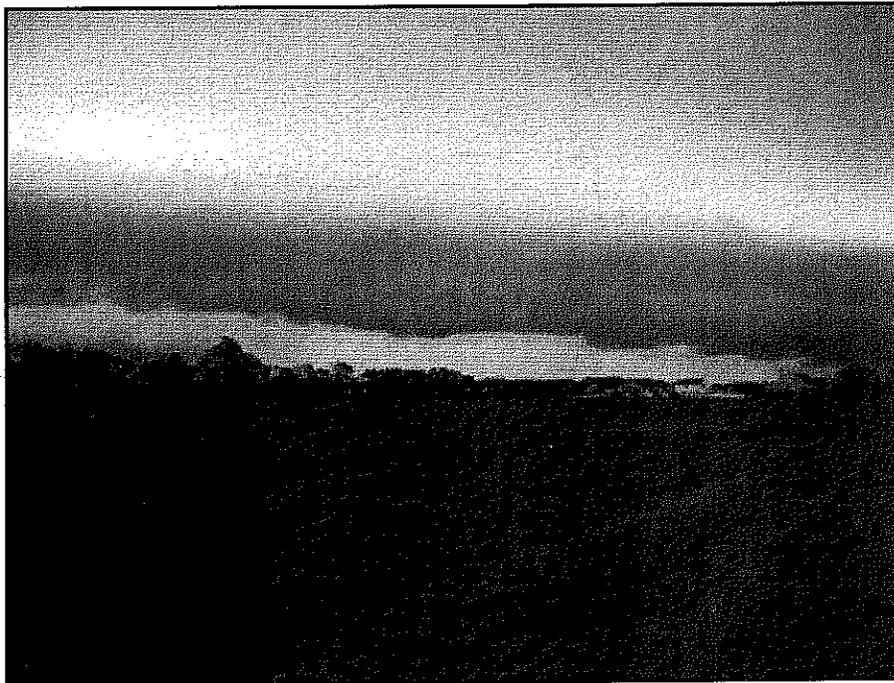


**Westerly View of Exception Area from Tomlin Station Road Taken by ARC on 10/27/11)**

**Photographs of the Subject Property**



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

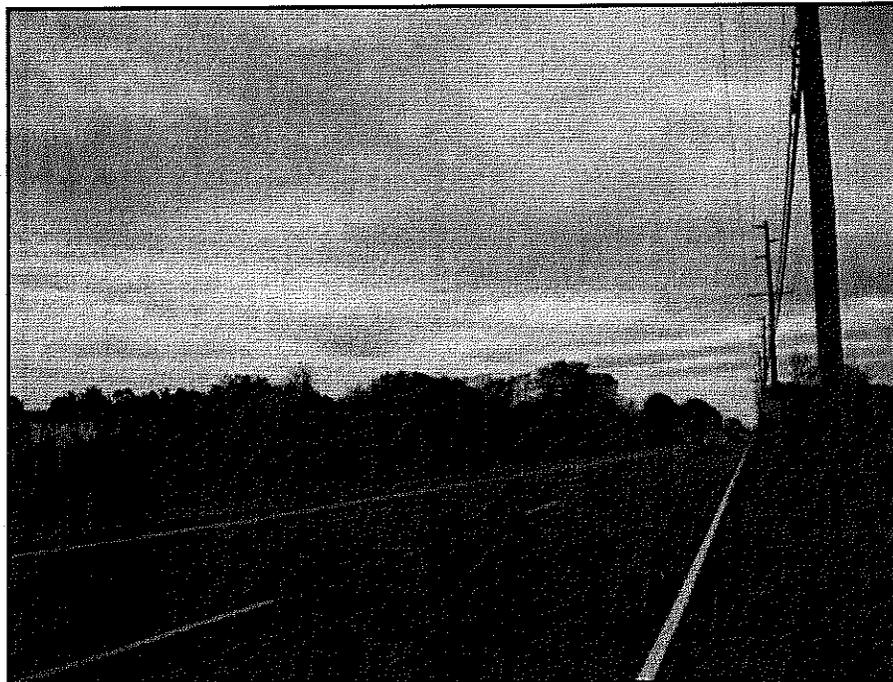


**Northerly View from Kings Highway (Taken by ARC on 10/27/11)**

**Photographs of the Subject Property**

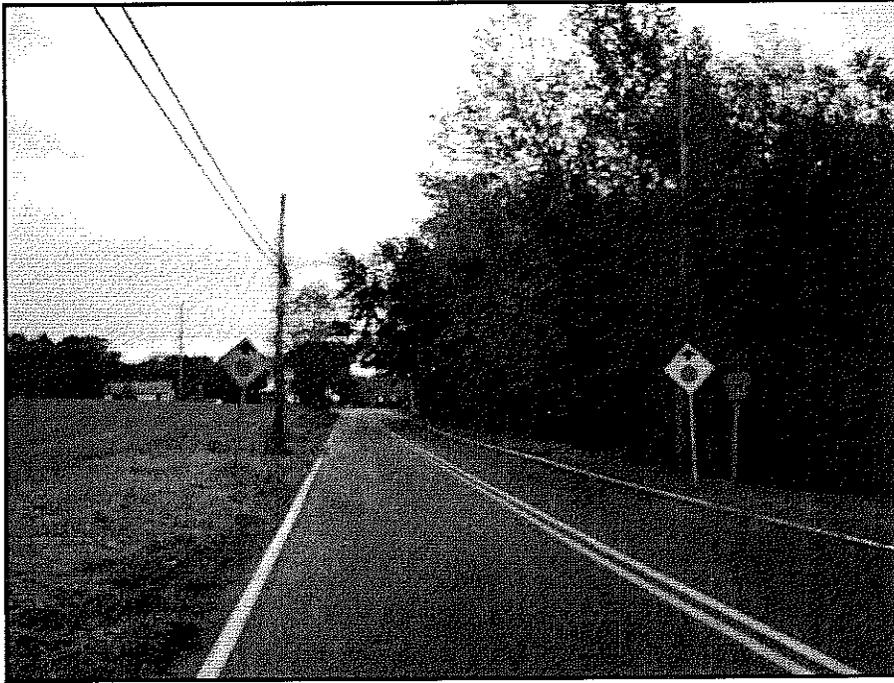


**Northeasterly View Along Kings Highway (Taken by ARC on 10/27/11)**



**Southwesterly View Along Kings Highway (Taken by ARC on 10/27/11)**

**Photographs of the Subject Property**

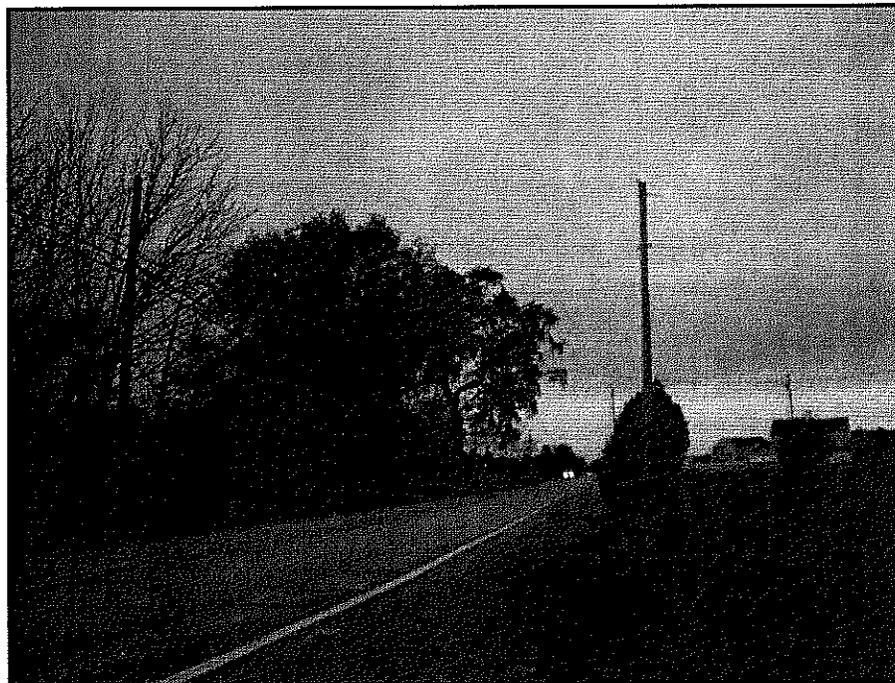


**Easterly View along Tomlin Station (Taken by ARC on 10/27/11)**

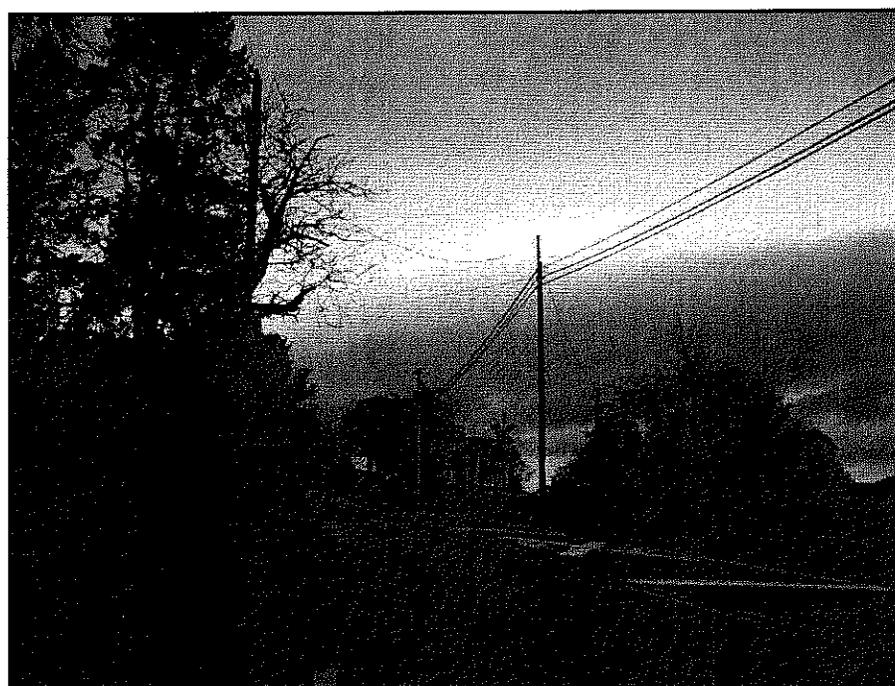


**Westerly View along Tomlin Station (Taken by ARC on 10/27/11)**

**Photographs of the Subject Property**



**Easterly View along Wolfert Station (Taken by ARC on 10/27/11)**



**Westerly View along Wolfert Station (Taken by ARC on 10/27/11)**

**Portion of Zoning Ordinance**

**Chapter 16.60 ZONING--RR RURAL RESIDENTIAL ZONE**

**16.60.010 District Goal and Permitted uses**

The goal of the Rural Residential District is to encourage development on lot sizes that preserve the rural and scenic quality of the landscape while creating attractive rural residential developments that are in concert with, and in recognition of, critically sensitive environmental conditions that exist in the district.

A. Customary agricultural uses including accessory uses on the same lot with, and customarily incidental to, the principal use. This shall not be construed to include piggeries. However, it may include a roadside stand for the sale of farm products grown on the farm and conducted solely by the farm operator;

B. Single-family detached dwellings;

C. Migrant housing facilities shall be permitted on farms that already have such housing and utilize migrant workers in their operation. Such migrant housing may be increased twenty (20) percent and constructed in the general vicinity of the existing structures. In no instance shall migrant housing be located closer than two hundred (200) feet to an adjoining residence.

D. Township buildings, parks, playfields or other township facilities and services. (Prior code Sec. 14-4.1).

**16.60.020 Permitted accessory uses.**

A. Customary accessory uses;

B. Private garages;

C. Private swimming pools, in conformance with Section 16.18.150;

D. Horses and ponies on residential use lots. See Section 16.60.040(J). (Prior code Sec. 14-4.2)

**16.60.030 Conditional uses.**

In accordance with Chapter 16.84:

A. Churches;

B. Schools. (Prior code Sec. 14-4.3)

**16.60.040 Dimensional restrictions - Other regulations**

A. Minimum Lot Area. Lot areas shall not be less than two acres (87,120 square feet)

per family, for every single-family structure being erected or used in whole or in part as a dwelling. If a designated minimum lot area of two acres cannot meet the standards established for septic disposal systems pursuant to N.J.A.C. 7:9A, then the minimum lot area shall be adjusted to such larger size and configuration as is necessary in order to meet said standards.

B. Septic Disposal Systems. All lots and densities shall be based upon the criteria established in the New Jersey Geological Survey's GSR 32 and the Trela/Douglas nitrate dilution model, as contained in the "NJDEP's Guidance for 50 or More Realty Improvement Certifications", using a basin factor of 1.3. Additionally, the grading plan for the building lot shall not exceed a height of fill of 54 inches above the natural grade at the septic system location. Community septic systems are prohibited. Two test pits shall be excavated at the proposed septic location.

C. Minimum Frontage and Depth Requirements. Each lot shall have a frontage on at least one fully constructed street of not less than two hundred ten (210) feet. The lot depth shall not exceed three times the lot frontage. On cul-de-sac lots, the lot depth shall not exceed four times the lot frontage.

D. Minimum Front Yard. There shall be a front yard on each lot facing a street on which the lot fronts of not less than One Hundred Fifty (150) feet in depth.

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 set forth under subsection K. "Small Animals", shall be complied with.

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.

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:

1. 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.
2. 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.
3. 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.
4. 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.

L. 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 with the Rural Residential zone district.

1. Conservation Alternative Plans are permitted, provided that the total number of residential units allowable under the Conservation Alternative Plan development shall not exceed the number of units that would otherwise be

allowable in the RR Zone District using the conventional development standards set forth under subsection 16.60.040.A., or the maximum number of units permitted under Section 16.60.040.B., whichever has the fewest number of lots.

2. Conservation Alternative Plans should minimize potential adverse impacts on existing farm operations, form connections between preservation parcels, and create preservation parcels that are suitable for agriculture, open space or protect sensitive environmental features.

3. A conventional development plan shall accompany the submission of a Conservation Alternative Plan. The conventional plan shall include the development layout that conforms to the criteria as established under subsection 16.60.040, including all proposed grading, on-site detention basin(s), and calculations to support the size of the basin. Further, the plan shall provide the area necessary for recreation in accordance with Section 16.38.020 of the Land Development Code.

4. Area, yard and dimensional requirements for Conservation Alternative Plans, shall be as follows:

(a). Minimum Lot Area. The lot area shall not be less than one (1) acre (43,560 square feet) per family, for every single-family home being erected or used in whole or in part as a dwelling. If the designated minimum lot area of one acre cannot meet the standards established for septic disposal systems pursuant to N.J.A.C. 7:9A, then the minimum lot area shall be adjusted to such larger size and configuration as is necessary in order to meet said standards.

(b). Minimum Frontage Requirement. Each lot shall have frontage on at least one fully constructed street of not less than one hundred twenty-five (125) feet.

(c). Impervious Coverage. The maximum impervious coverage (to include buildings and permanent structures, driveways and in-ground pools) shall be no greater than Twenty (20) percent

(d). Minimum Front Yard. There shall be a front yard on each lot which fronts on a street of not less than seventy-five (75) feet in depth.

(e). Minimum Side Yards. There shall be an aggregate side yard total of not less than thirty-five (35) feet on each lot, with a minimum of fifteen (15) feet on any one side yard.

(f). Minimum Rear Yard. There shall be a rear yard on each lot of not less than seventy-five (75) feet.

(g). Building Height. Buildings and other structures shall not exceed thirty-five feet (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.

## **Chapter 16.74 ZONING--RKD RURAL KINGS HIGHWAY DISTRICT**

### **16.74.010 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. (Prior code § 14-11.1)

### **16.74.020 Permitted uses.**

- A. Agriculture;
- B. Single-family detached dwellings;
- C. Municipal buildings, parks, playgrounds or other township facilities. (Prior code § 14-11.2)

### **16.74.030 Permitted accessory uses.**

- A. Customary accessory uses;
- B. Private garages;
- C. Private swimming pools, in conformance with Section 16.18.150. (Prior code § 14-11.3)

**16.74.040 Conditional uses.**

In accordance with Chapter 16.84:

- A. Schools;
- B. Churches. (Prior code § 14-11.4)

**16.74.050 Dimensional restrictions--Other regulations.**

These requirements apply to all lots facing Kings Highway and to all lots on Tomlin Station Road and Wolfert Station Road, within the RKD District. The front facade of the house or other building shall face the roadway.

A. Minimum Lot Area. The minimum lot area shall not be less than two acres (87,120) square feet, per family, for every single-family home being erected or used in whole or in part as a dwelling. If a designated minimum lot area of two acres cannot meet the standards established for septic disposal systems pursuant to N.J.A.C. 7:9A, then the minimum lot area shall be adjusted to such larger size and configuration as is necessary in order to meet such standards.

B. Minimum Frontage Requirement. Each lot shall have a minimum frontage on at least one fully constructed street of not less than two hundred ten (210) feet.

C. Impervious Coverage. The maximum impervious coverage (to included buildings and permanent structures, driveways and in-ground pools) shall be no greater than twenty(20) percent.

D. Minimum Front Yard. There shall be a front yard on each street on which a lot fronts, of not less than One Hundred Fifty (150) feet in depth. Where a single-family dwelling has an attached garage, the garage shall be set back an additional minimum distance of twenty (20) feet from the front plane of the dwelling.

E. Minimum Side Yards. There shall be an aggregate side yard total of not less than One Hundred feet on each lot, with a minimum of thirty-five(35) feet on any one side.

F. Minimum Rear Yard. There shall be a rear yard on each lot which shall not be less than seventy-five (75) feet in depth.

G. Building Heights. Buildings and other structures shall not exceed thirty-five (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 any dwelling constructed on the lot.

I. Street Trees. See Section 16.54.030.

J. Architectural Standards. Those architectural standards which apply to the Kings High Historic District (HD), as further set forth in Section 16.72.050(J), shall apply to [the] development within this district.

K. 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 8405 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 witnessed by a designated Township official.

L. Septic Disposal Systems. All lots and densities shall be based upon the criteria established in the New Jersey Geological Survey's GSR 32 and the Trela/Douglas nitrate dilution model, as contained in the NJDEP's "Guidance for 50 or More Realty Improvement Certifications", using a basin factor of 1.3. Additionally, the grading Plan for a building lot shall not exceed a height of 54 inches above the natural grade at the septic system location. Community septic systems are prohibited. Two test pits shall be excavated at the proposed septic location.

**Copy of Resolution**

Resolution No.: 2004-26 (R)

**RESOLUTION OF THE PLANNING BOARD OF EAST GREENWICH TOWNSHIP, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY, GRANTING FINAL MAJOR SUBDIVISION APPROVAL, WITH WAIVER, TO E & Z CONSTRUCTION, INC., A/K/A KINGS GATE WEST, FOR PROPERTY SHOWN ON THE TAX MAPS OF THE TOWNSHIP OF EAST GREENWICH AS BLOCK 1102, LOTS 1, 2, 2.01, 3, 3.02, AND 7, AND BEING FURTHER LOCATED ON KINGS HIGHWAY AND TOMLIN STATION ROAD APPLICATION NO.: 2002-14**

**WHEREAS**, Application No. 2002-14 (the "Application") was filed before the Planning Board of East Greenwich Township (the "Board") by E & Z Construction (the "Applicant") for Final Major Subdivision Approval with waiver, on property shown on the tax maps of the Township of East Greenwich (the "Township") as Block 1102, Lots 1, 2, 2.01, 3, 3.02 and 7, and being further known as Kings Gate West and being located on Kings Highway and Tomlin Station Road; and

**WHEREAS**, the Applicant did appear by way of principal Mr. Ronald Zeck, as represented by Counsel, Wayne C. Streitz, Esquire, Ware, Streitz & Thompson, 10 Pitman Avenue, Pitman, New Jersey 08071, at a meeting and public hearing held on the Application on Tuesday evening, August 17, 2004 at 7:00 PM, time prevailing, with said meeting and public hearing being continued to and on Tuesday evening, September 22, 2004, at 7:00 PM, time prevailing;

**NOW, THEREFORE, BE IT RESOLVED** by the Planning Board of the Township of East Greenwich, County of Gloucester, State of New Jersey, as follows:

**FINDINGS OF FACT**

1. The Application is complete and properly before the Board, subject to a waiver as further described below.
2. The Applicant submitted the following, which was entered into the record:

A. A plan for Final Major Subdivision consisting of the following: Sheet 1 of 37 – Title Sheet; Sheet 2 of 37 – Existing Conditions Plan – I; Sheet 3 of 37 – Existing Conditions Plan – II; Sheet 4 of 37 – Existing Tree Schedule and Soil Boring Data; Sheet 5 of 37 – Overall Subdivision Plan; Sheet 6 of 37 – Preliminary Subdivision Plan – I; Sheet 7 of 37 – Preliminary Subdivision Plan – II; Sheet 8 of 37 – Preliminary Subdivision Plan – III; Sheet 9 of 37 – Preliminary Subdivision Plan – IV; Sheet 10 of 37 – Development Plan – I; Sheet 11 of 37 – Development Plan II; Sheet 12 of 37 – Development Plan – III; Sheet 13 of 37 – Development Plan – IV; Sheet 14 of 37 – Drainage and Grading Plan – I; Sheet 15 of 37 – Drainage and Grading Plan – II; Sheet 16 of 37 – Drainage and Grading – III; Sheet 17 of 37 – Drainage and Grading Plan – IV; Sheet 18 of 37 – Utility Plan – I; Sheet 19 of 37 – Utility Plan – II; Sheet 20 of 37 – Utility Plan – III; Sheet 21 of 37 – Utility Plan – IV; Sheet 22 of 37 – Drainage Divide Plan; Sheet 23 of 37 Road “A” & Court “C” Centerline & Gutter Profiles; Sheet 24 of 37 – Road “B” Centerline Profiles; Sheet 25 of 37 – Off-Road Storm Sewer Profiles; Sheet 26 of 37 – Lighting and Landscaping Plan – I; Sheet 27 of 37 – Lighting and Landscaping Plan – II; Sheet 28 of 37 – Lighting and Landscaping Plan – III; Sheet 29 of 37 – Lighting and Landscaping Plan – IV; Sheet 30 of 37 – Soil Erosion and Sediment Control Plan – I; Sheet 31 of 37 – Soil Erosion and Sediment Control Plan – II; Sheet 32 of 37 – Soil Erosion and Sediment Control Plan – III; Sheet 33 of 37 – Soil Erosion and Sediment Control Plan – IV; Sheet 34 of 37 – Soil Erosion and Landscaping Details and Specifications – Sheet 35 of 37 – Construction Details – I; Sheet 36 of 37 – Construction Details – II; Sheet 37 of 37 – Construction Details – III, dated 9-30-03 and revised through 12-15-03, as well as, a Stormwater Management Report dated 9-30-03 and revised through 1-14-04, the plans and drainage calculations being prepared, signed, and sealed by Francis Pandullo, P.E., FPPE Consulting Engineers, Inc., 2312 New Road, P.O. Box 199, Northfield, New Jersey 08225, (609) 641-8787.

B. Memorandums from Francis Pandullo, P.E., dated July 16, 2004 to Ron Zeck and Wayne C. Streitz, with copies to the Planning Board, regarding the Plans of Final Major Subdivision, and the two (2) Review Letters dated March 3, 2004 and March 24, 2004 from Thomas E. Cundey, P.E., Remington & Vernick Engineers, the Board's Engineer, as well as a letter dated June 16, 2004 from Francis Pandullo, P.E., to Michael Stadulis, Chairperson of the East Greenwich Township Environmental Commission regarding Environmental Impact Statements submitted by the Applicant with respect to the Application.

C. A letter dated September 10, 2004 from Francis Pandullo, P.E., to Thomas E. Cundey, P.E., regarding Kings Gate West sump pump discharge.

3. The owners of the property are Ernest & Elinor Beier, 1609 Ravenswood Way, Cherry Hill, N.J. 08003.

4. The Applicant proposes Final Subdivision Approval and for seventy-seven (77) single-family homes on 113.9 acres, with 46 acres of open space.

5. The majority of the development is in the RR (Rural Residential) Zone (100.6 acres) with 13.3 acres located in the RKD (Rural Kings Highway District) Zone.

6. The Board's Submission Completeness Checklist requires that letters be directed to the Chairperson of the Board and signed by a responsible party of the lighting agency, water company, and any other company or governmental authority or district which provides accessory utility service and has jurisdiction in the area, approving each proposed utility installation design and stating who will construct the facility so that service is available prior to occupancy. The Applicant requested a waiver from this requirement since letters have been submitted to said agencies and companies, and the Applicant understands that no construction of the subdivision can take place until such letters have been received from said agencies and companies, and submitted to the Board. The Board's Planner supported a grant of a waiver in this matter.

7. The Applicant was also required to submit architectural elevations for three (3) proposed homes that would be facing Kings Highway insofar as these homes are located within the RKD Zone District, and Item #17 of Resolution of 2003-35 (R), which memorialized the Applicant's Preliminary Major Subdivision approval, made such a requirement. Mr. Wisnosky, the Board's Planner, indicated that the Applicant's submission did not meet the requirement. The Board agreed to continue the hearing and deal with the waiver on the utility letters and all other issues, without regard to the architectural elevations which would have to be submitted at a continued hearing.

8. Mr. Pandullo and Mr. Zeck were duly sworn and provided testimony on the Application.

9. The Board Engineer's review letter dated March 3, 2004 and signed by Thomas E. Cundey, P.E., Remington & Vernick Engineers, Inc., 232 Kings Highway East, Haddonfield, N.J. 08033, was reviewed with the Applicant. In particular, the Board's Engineer required certain changes to the Plan of Subdivision having to do with parking, stormwater collection and conveyance system, stormwater management system, grading, utilities, construction details, lighting, and miscellaneous items. The Applicant agreed to comply with all of the required changes to the Plan of Subdivision.

10. The Board Planner's review letter of June 10, 2004 from E. Michael Wisnosky, P.P., AICP, of the Regan Design Group, Jackson Commons, Suite C-3, 30 Jackson Road, Medford, N.J. 08055, was reviewed with the Applicant. Item #10 of the Resolution granting Preliminary Major Subdivision Approval required that the ten acre out parcel at the intersection of Kings Highway/Tomlin Station Road is not a part of the instant Application. The Applicant agreed. Item #14 of the Preliminary Major Subdivision Approval required the payment of a fee in-lieu for recreational facilities. The Applicant is to be given a recreation credit for the bituminous bikeway proposed as

per the Plan of Subdivision. Based on the recreation requirements as established in the applicable Township ordinance, and given credit for the bike path, a fee in-lieu shall be paid by the Applicant to the Township for Recreational Facilities of \$1,082.34 per residential lot. In addition, the Applicant will eliminate the bituminous bikeway between Tract #77 and Kings Highway. The Applicant agreed.

11. Item #15 of the Resolution granting preliminary Major Subdivision Approval requires that the Applicant make provisions for the ownership and maintenance of the open space and drainage basins by way of a Home Owners Association ("HOA"). The Applicant agreed to submit such documents to the Board's Attorney for review and approval prior to their use.

12. The Board's Planner recommended that alternative shade trees be provided along Kings Highway as required. The Applicant agreed to submit recommendations as to the type of trees that should be utilized with prior approval of the Board's Planner.

13. The Applicant agrees to pay a development fee of one-half of one percent ( $\frac{1}{2}$  of 1%) of the equalized assessed value for each approved lot, to assist the Township in meeting its fair share affordable housing obligation. The Applicant also agreed to comply with the intersection improvements as outlined within the Comprehensive Traffic Impact Study prepared by Shorpsire Associates for the Kings Highway/Tomlin Station Road intersection. The Board's Engineer shall confirm that the road improvement plans have been revised incorporating these road improvements. The Applicant agreed.

14. The Applicant agreed to continue the hearing on the Application until the September 22, 2004 meeting of the Board so that it could address the issue of the required architectural elevations for the three (3) lots facing Kings Highway in the RKD Zone. The Applicant further agreed to waive any tolling upon the Board as to the time frame in which the Board had to act to approve the submitted Application for Final Major Subdivision Approval.

WHEREUPON, a hearing on the Application was commenced on September 22, 2004 at 7:00 P.M., time prevailing. At that time did Mr. Wayne C. Streitz, Esq., Mr. Ronald Zeck and Mr. Francis Pandullo, P.E. appear with respect to the Application. Mr. Zeck and Mr. Pandullo were dually sworn and provided testimony on the Application. The two (2) remaining items to be discussed from the prior hearing which began at the Board's August 17, 2004 meeting were with respect to sump pump discharge issues as well as the architectural elevations. Mr. Pandullo submitted a copy of a letter dated September 10, 2004 to the Board's Engineer, Thomas E. Cundey, P.E., regarding the sump pump discharge for the Kings Gate West Project. The letter was reviewed by and between the Board and the Applicant. The Applicant agreed to provide additional detail covering the dry wells to include the general location of said dry wells and the overflow capability of same. These are to be added to the Plans of Subdivision and shall be subject to the Board Engineer's approval.

15. The issue of the required architectural elevations for the three (3) houses facing Kings Highway in the RKD Zone was discussed. The Applicant pointed out that it was not going to the builder of said homes. The Applicant submitted elevations that it indicated would be substantially consistent with any homes built on the three (3) subject lots. It was agreed by and between the Board and the Applicant that prior to the construction of the three (3) houses in question that the builder would submit to the Township Zoning Officer the proposed elevations. The Township Zoning Officer would then submit the same to the Board's Planner for review and approval prior to permits being issued. The Applicant submitted proposed elevations that are attached hereto as Exhibit A-1. It was also agreed by the Applicant that there would be deed restrictions setting forth that there be no parking permitted in the front yards of the three (3) houses facing Kings Highway, and that the garages for said houses would be to the rear of the house, with access to the same from the rear of the house.

16. The hearing was opened to the public at which time no member of the public present spoke either in favor or opposed to the Application.

#### CONCLUSION

The Board concluded that the Application for Final Major Subdivision approval with waiver from the requirement for letters from utility and water companies be granted subject to the conditions and understandings being set forth herein above under Findings of Fact, and as further set forth under Conditions herein below.

#### CONDITIONS

1. The Applicant must conform to, complete, or otherwise comply with all of the understandings and requirements set forth herein above under Findings of Fact, and these Conditions.

2. The Applicant must continue to comply with all Findings of Fact, Conclusions and Conditions set forth in Resolution #2003-35 (R), which granted Preliminary Major Subdivision and Site Plan Approval, with variances and waivers, as adopted by the Board on December 16, 2003, as a memorialization of the Board's decision granting said approvals on December 2, 2003, that are not inconsistent with the Findings of Fact or Conditions being herein contained.

3. The Applicant must obtain approvals from any and all other governmental and/or public agencies, whether local, state, or federal, over which the Board has no control but which are necessary to finalize, perfect, and/or implement the approvals granted herein. The Applicant is solely responsible for determining which governmental agencies said approvals are required of.

4. The Applicant's Engineer must make all appropriate revisions to the Plans of Subdivision pursuant to the Planning Board's actions as set forth above. Ten (10) copies of the Final Subdivision Plan must be submitted to the Board Engineer's office for review, approval, and signature, prior to being recorded.

5. The Applicant is hereby notified that an Inspection Escrow and Performance Bond is required for this Application and an estimate for all on/off site improvements (excluding structures) must be reviewed and approved by the Board's Engineer. The inspection escrow must be posted prior to the issuance of any building permits.

6. The Applicant must contact the Planning Board Secretary's office to settle any outstanding review escrow accounts prior to the issuance of building permits.

7. The Applicant and/or the Applicant's successor in title, or any builder of homes on the subject property under contract with the Applicant or its successor in title, shall be required to submit to the Township's Zoning Officer elevations for the three (3) proposed homes that are built facing Kings Highway. No building permit shall be issued for said homes until such time as the Zoning Officer submits said elevations to the Board's Planner for review and approval. The Applicant and/or any Successor in Title with respect to the three (3) houses to be located facing Kings Highway in the RKD district, shall create deed restrictions with respect to said properties indicating that there will be no parking in the front yard of said three (3) houses. Furthermore, the Applicant and/or its Successors in Title shall insure that any garages with respect to the three (3) subject houses facing Kings Highway shall be accessible from the rear of property only and that said garages be to the rear of the front plane of the house.

8. The Applicant shall be required to make the additional details to the Plans of Subdivision covering the dry wells on the lots in the subdivision to the satisfaction of the Board's Engineer. The Applicant shall be required to provide to the Board's Attorney, for review and approval prior to use, all documents relating to point-of-sale disclosures, the Home Owners Association, and deed restrictions, as set forth herein above.

9. The Board shall retain jurisdiction with regard to any and all matters referenced herein in order to address any disputes that may arise by and between the Board's Engineer, Planner, or other Township authorities, with respect to the specific relief being granted herein, or any interpretations with regard to the same, but not with respect to other ordinances or responsibilities for which other Township authorities have sole jurisdiction.

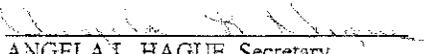
**WHEREUPON**, a motion to approve the Applicant's request for Final Major Subdivision Approval, with waiver, subject to the Conditions, Findings of Facts, and Conclusion being herein contained, was made and seconded at a meeting and public hearing of the East Greenwich Township Planning Board held on September 22, 2004 at 7:00 P.M., time prevailing, with the following four (4) Board members voting in the affirmative: Carfagno, Outten, DeGeorge, and Grant. Board members LaRue, Schweigart, Jenkins, and Feuerborn, Jr., were absent. Board member Pool entered in the middle of the hearing and, because he was not present for the entire hearing, abstained from voting on the Application. Alternate #1 member Goess also abstained from voting on the Application since he had not been present when the hearing originally began on August 17, 2004, and had not had a chance to review the tapes and the record of all of the proceedings at said August 17, 2004 meeting. No members voted opposed and there were no recusals.

**THIS RESOLUTION WAS INTRODUCED AND ADOPTED** at a regularly scheduled meeting of the Planning Board of East Greenwich Township held on 19 October 2004 at 7:00 P.M., time prevailing, as a memorialization of the action taken on the Application by the Board, as cited herein, at the Board's September 22, 2004 meeting and public hearing.

**EAST GREENWICH TOWNSHIP PLANNING BOARD**

  
\_\_\_\_\_  
ELLEN OUTTEN, Chairperson

ATTEST:

  
\_\_\_\_\_  
ANGELA L. HAGUE, Secretary



Copy of Deeds

082820-P337

Deed

099179

This Deed is made on November 6th 1997 BETWEEN ANGELO J. PALCIANI, Executor of the Estate of Anna Pennell a/k/a Anna Louise Pennell, deceased, late of the Township of East Greenwich

whose post office address is 35 South Broad Street, Woodbury, New Jersey

referred to as the Grantor, AND B AND Z CONSTRUCTION, INC., a Corporation of the State of New Jersey

whose post office address is 92 West Tomlin Station Road, Mickleton, New Jersey 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 TWO HUNDRED FIFTEEN THOUSAND DOLLARS (\$215,000.00) The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 40:15-11) Municipality of East Greenwich Township Block No. 1102 Lot No. 5 Quarter No. Account No. No property tax identification number is available on the date of this Deed. (Check Box if 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 State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof. (Check Box if Applicable.)

BEGINNING at a point in the center line of Wolfert Station Road (33 feet wide) said point being (a) South 45 degrees 10 minutes 20 seconds East along the center line of Wolfert Station Road, 142.15 feet from the center line of the Salem Branch of West Jersey & Seashore Railroad thence (1) South 48 degrees 58 minutes 08 seconds West along Block 1102, Lot 5 of the East Greenwich Tax Map, 274.00 feet to a point; thence (2) North 49 degrees 10 minutes 08 seconds West along lands of the same, 285.92 feet to a point; thence (3) South 52 degrees 18 minutes 41 seconds West along Block 1102, Lot 7 of the aforesaid Map, 248.15 feet to a point; thence (4) South 29 degrees 41 minutes 45 seconds East along lands of the same, 337.64 feet to a point; thence (5) South 59 degrees 09 minutes 24 seconds West along lands of the same, 67.38 feet to a point; thence (6) South 08 degrees 07 minutes 37 seconds West along Block 1102, Lot 3 of the aforesaid Map, 731.17 feet to a point;

Executed by: (print signer's name below signature) Angelo J. Palciani

(For Recorder's Use Only)

Table with columns: County, State, F.P.S.E.T, Total, Date. Values: H.S. 22, N.J., 97.58, 215,000.00, 11/07/1997

101 - Deed - Bargain and Sale Gov. of Grantee's Act - 3rd. to 2nd. or 1st. Prior Language Rev. 10/16 Form 6897

©1996 by ALL-STATE Legal A Division of ALL-STATE International, Inc. 1012121-0002 Page 1

DB2820-P338

BEING a part of the same lands and premises which became vested in Jacob H. Pennell and Anna L. Pennell, his wife, by the following two (2) Deeds:

- (a) From Mary L. Wolfarth and Charles C. Wolfarth, Executors and Trustees under the Last Will and Testament of John C. Wolfarth, deceased, dated December 1, 1943 and recorded in the Office of the Clerk of Gloucester County on December 4, 1943 in Book 429 of Deeds, page 1136c
- (b) From Mary L. Wolfarth and Charles C. Wolfarth, Executors and Trustees of the Estate of John C. Wolfarth, deceased, dated October 19, 1946 and recorded in the Office of the Clerk of Gloucester County on November 4, 1946 in Book 552 of Deeds, page 1836c

AND THE SAID Jacob H. Pennell departed this life on September 14, 1974 thereby vesting title to the within premises in Anna L. Pennell, his wife, by right of survivorship.

AND THEREAFTER, to-wit, on the 18th day of June 1996 the said Anna Pennell, also known as Anna Louisa Pennell, departed this life leaving a Last Will and Testament dated August 24, 1987 and a Codicil thereto dated June 21, 1991 both of which were admitted to probate by the Surrogate of Gloucester County on June 25, 1996 wherein she did nominate, constitute and appoint Angela J. Falciani, Executor of her Estate.

AND THE SAID ANNA PENNELL, ANNA LOUISA PENNELL and ANNA L. PENNELL ARE ONE AND THE SAME PERSONS

DB2820-P339

thence (7) South 81 degrees 45 minutes 17 seconds East along Block 1182, Lots 3.82 and 3.81 of the aforesaid Map, 648.61 feet to a point; thence (8) North 59 degrees 03 minutes 26 seconds East along Block 1182, Lots 4.03 and 4.02 of the aforesaid Map, 595.38 feet to a point in the center line of Wolfert Station Road; thence (9) North 49 degrees 10 minutes 00 seconds West along the center line of the aforesaid Road, 1271.59 feet to the point of beginning.

BEING KNOWN AND DESIGNATED as Lot 5, Block 1182 on the Tax Map of the Township of East Greenwich.

SUBJECT, HOWEVER, to Easements as appear of record in the Office of the Clerk of Gloucester County in Deed Book 481, page 283 and Deed Book 448, page 318.

The street address of the Property is: Wolfert Station Road, Mickleton, NJ 08056

1. **Promise by Grantor.** The Grantor promises that the Grantor has done or set to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

2. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

Witnessed By:

*Angelo J. Palmiani* (Seal)  
Angelo J. Palmiani, Executor  
of the Estate of Anna Pennell  
a/k/a Anna Louisa Pennell

*Peggy J. Wenette* (Seal)  
Peggy J. Wenette

Consideration: \$ 215,000.00 Exempt Code: 5

County	State	N.P.S.R.F.	Total
215.00	00.00	00.00	215.00
022816	Date: 11/07/1997		

STATE OF NEW JERSEY, COUNTY OF Gloucester SS.  
I CERTIFY that on November 6th 1997  
Angelo J. Palmiani, Executor of the Estate of Anna Pennell a/k/a Anna  
Louise Pennell, deceased  
personally came before me and stated to my satisfaction that this person (or if more than one, each person):  
(a) was the maker of this Deed;  
(b) executed this Deed as his or her own act; and,  
(c) made this Deed for \$ \*\*215,000.00\*\* as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-6.)

RECORD AND RETURN TO:  
Charge, Record and return to  
Peggy J. Wenette, Inc.  
34 South Broad Street  
Westbury, NJ 08096

*Peggy J. Wenette*  
Peggy J. Wenette  
Notary Public of New Jersey  
My Commission Expires August 28, 2001

In compliance with the statute I have pre-  
sented an abstract of the within to the  
Recorder of the taxing district therein  
mentioned.

JOSEPH J. HOFFMAN  
COUNTY CLERK

103 - Deed - Borough and City  
Com. 15 DISCOUNT to Ind. or Corp.  
From Language Rev. 10/78 Pages 404-407

©1996 by ALL-STATE Legal  
A Division of ALL-STATE International, Inc.  
908-878-8882 Page 2

P. 0020

22.00 C



DOCKET# 17011 DB 3944 P 336

GIT/REP-3  
(11-04)

State of New Jersey

**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**  
(C.55, P.L. 2004)

(Please Print or Type)

**SELLER(S) INFORMATION (See Instructions, Page 2)**

Name(s)

Karen Beier Korkuch

Current Resident Address:

Street 12 Strafford Circle Road

City, Town, Post Office

State

Zip Code

Madford, NJ 08055

**PROPERTY INFORMATION (Brief Property Description)**

Block(s)

Lot(s)

Qualifier

1102

1, 2 & 2.01

N/A

Street Address: 10 W. Tomlin Station Rd End

771 Kings Hwy E  
City, Town, Post Office

East Greenwich Twp.

N.J.  
State

08056  
Zip Code

Seller's Percentage of Ownership

Consideration

Closing Date

50 %

620,312.00

3/11/05

**SELLER ASSURANCES (Check the Appropriate Box)**

1.  I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2.  The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. § 121.
3.  I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4.  Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5.  Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6.  The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7.  The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1035 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

3-11-05

Date

Karen Beier Korkuch

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact



DOCKET# 17011 DB 3944 P 337

GIT/REP-3  
(11-04)

State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**  
(C.65, P.L. 2004)

(Please Print or Type)

**SELLER(S) INFORMATION (See Instructions, Page 2)**

Name(s)

Elinor M. Beier

Current Resident Address:

Street: 1609 Ravenswood Way

City, Town, Post Office

State

Zip Code

Cherry Hill, NJ 08003

**PROPERTY INFORMATION (Brief Property Description)**

Block(s)	Lot(s)	Qualifier
1102	1, 2 & 2.01	N/A
Street Address: <u>10 W. Tomlin Station Rd.</u>		
City, Town, Post Office: <u>East Greenwich Township NJ</u>		
State: <u>NJ</u>		Zip Code: <u>08054</u>

Seller's Percentage of Ownership	Consideration	Closing Date
<u>50%</u>	<u>620,312.00</u>	<u>3/11/05</u>

**SELLER ASSURANCES (Check the Appropriate Box)**

- I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
- The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. § 121.
- I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
- Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
- Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
- The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
- The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1091, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

3-11-05

Date

Elinor M. Beier

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

Date

Signature

(Seller) Please indicate if Power of Attorney or Attorney in Fact

DOCKET# 17011, DB 3944 P 33B

125382

**DEED**

This Deed is made on March 11, 2005.  
BETWEEN

**KAREN BEIER KORKUCH,**  
whose post office address is 12 Stratford Circle Road, Medford, NJ 08055,

AND  
**ELINOR M. BEIER, married woman,**  
whose post office address is 1600 Ravenswood Way, Cherry Hill, NJ 08003,

together referred to as the Grantor,

AND

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

whose post office address is 716 Nicole Drive, Micklenn, 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. The transfer is made for the sum of **\$1,240,824.00**  
**ONE MILLION TWO HUNDRED FORTY THOUSAND SIX HUNDRED TWENTY FOUR DOLLARS**  
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. 1, 2 & 2.01 Account No.

No property tax identification number is available on the date of this Deed. (Check box if 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 the same lands and premises which became vested in Ernest Beier, III and Karen Beier Korkuch, as Tenants in Common, by Deed from Ernest Beier, III and Mary Beier, his wife, and Edward Korkuch, Jr. and Karen Beier Korkuch, his wife, dated January 27, 1988, and recorded January 31, 1989, in Deed Book 1832, Page 347.

Said Ernest Beier, III, married man, conveyed his undivided one-half (1/2) interest in said land to Elinor M. Beier, married woman, by Deed dated April 9, 1990, and recorded April 12, 1990, in Deed Book 1988, Page 152.

CONSIDERATION: \$1,240,824.00 EXEMPT G.S.E. 1

County	State	N.P.N.R.F.	Total
\$1,742.24	\$3,161.26	\$1,626.50	
P.H.F.A.	C.A.A.		
1420.50	\$2,454.30		\$12,471.10
G.S. PURP	C.S.H.		
\$3,130.30	1.00		

For Recorder's RECORD ONLY Date: 2/14/2005

Prepared by:  
  
JOEL C. NOYER, ESQ.

LSRPD - deed - Bargain and Sale w/war



DOCKET# 17011 DB 3944 P 339

SURVEYING & ENGINEERING

LEGAL DESCRIPTION

BLOCK 1102 \* LOTS 1, 2 & 2.01

EAST GREENWICH TOWNSHIP,  
GLOUCESTER COUNTY, NEW JERSEY

ALL that certain tract or parcel of land and premises, situate in the Township of East Greenwich, County of Gloucester, State of New Jersey, more particularly described as follows:

BEGINNING at the intersection of the Northwesterly line of Kings Highway, County Route 551, 66 feet wide with the Northeasterly line of Tomlin Station Road, County Route 607, 33 feet wide and extending:

1. N 43°40'04" W, along said Northeasterly line of Tomlin Station Road, 827.70 feet to a point in the same; Thence,
2. N 56°54'43" E, along the line of Lot 2.04, Block 1102, 228.31 feet to a corner to same, in the line of Lot 2.02, Block 1102; Thence,
3. S 43°06'20" E, along the line of Lot 2.02, Block 1102, 211.17 feet to a corner to same; Thence,
4. N 57°45'51" E, along the same, 478.59 feet to a point; Thence,
5. N 43°06'20" W, still along the same, 556.09 feet to a point; Thence,
6. S 57°45'51" W, along the line of Lots 2.02 & 2.03, Block 1102, 709.69 feet to a point in the Northeasterly line of Tomlin Station Road; Thence,
7. N 43°06'20" W, along said Northeasterly line of Tomlin Station Road, 50.91 feet to a point in the same; Thence,
8. N 57°45'51" E, along the line of Lot 1.32, Block 1102, 709.78 feet to a point; Thence,
9. N 43°06'20" W, along the line of Lots 1.32, 1.31, 1.03, 1.22, 1.21, 1.02, 1.12, 1.11 & 1.01, Block 1102, 1125.08 feet to a point in the Southwesterly line of Lot 1, Block 99; Thence,

199 North Woodbury - Gloucester Rd. - Pitman, NJ 08051  
PH: 1-888-516-5588 or 856-356-8983 - FAX: 856-589-5543 - Internet: www.millennium.com

DUCKET# 17011 DB 3944 P 340

10. N 57°45'51" E, along the line of Lot 1, Block 99, 1322.41 feet to a corner to Lot 7, Block 1102; Thence,
11. S 08°14'11" W, along the line of Lot 7, Block 1102, 0.10 feet to a point; Thence,
12. S 72°13'22" E, along the line of the same, 476.74 feet to a corner to Lots 3 & 7, Block 1102; Thence,
13. S 01°30'51" W, along the line of Lot 3, Block 1102, 1584.00 feet to a point; Thence,
14. S 61°44'09" E, along the same, 132.00 feet to a point; Thence,
15. S 04°14'34" W, along the same, 777.27 feet to a point in the Northwesterly line of Kings Highway; Thence,
16. S 53°36'07" W, along said Northwesterly line of Kings Highway, 720.68 feet to the point of BEGINNING.

Containing: 2,509,811± SF or 57.617± Ac.

EXCEPTING there from the following parcel of land and premises, to be known as Block 1102, Lot 54, as shown on "Final Plan of Lots, Kings Gate West, prepared by Millennium Surveying & Engineering, Inc., dated January 8, 2004, revised to February 15, 2005," not yet filed;

BEGINNING at a point in the Northeasterly line of Tomlin Station Road, County Route 607, 33 feet wide, at a corner to Lot 2.04, Block 1102 and extending:

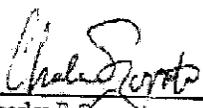
1. N 56°54'43" E, along the line of Lot 2.04, Block 1102, 228.31 feet to a corner to same, in the line of Lot 2.02, Block 1102; Thence,
2. S 43°06'20" E, along the line of Lot 2.02, Block 1102, 236.63 feet to a corner to same in the Northwesterly line of Cromwell Drive, 50 feet wide; Thence,
3. S 57°45'51" W, along said Northwesterly line of Cromwell Road, 98.40 feet to a point in the same; Thence,
4. Southwesterly, along the same, along a curve to the left, having a radius of 300.00 feet and an arc length of 59.86 feet to a point of tangency; Thence,
5. S 46°19'56" W, along the same, 41.19 feet to a point of curvature; Thence,

DOCKET# 17011 DB 3944 P 341

6. Northwestly, along a curve to the right, having a radius of 25.00 feet and an arc length of 39.57 feet to a point of tangency in the Northeastly line of Tomlin Station Road; Thence,
7. N 43°40'04" W, along said Northeastly line of Tomlin Station Road, 228.08 feet to the point of BEGINNING.

Containing: 59,375 SF or 1.225 Ac.

Remainder of Lots 1, 2 & 2.01, Block 1102: 2,456,436 SF or 56.392 Ac.

  
03/11/05  
Charles E. Szovari,  
Professional Land Surveyor  
New Jersey License No. 35887

DOCKET# 17011 DB 3744 P 342

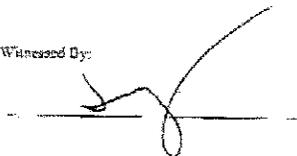
D-10000/1207

The street address of the Property is: 10 W. Tomlin Station Rd  
771 Kings Highway

4. **Promises by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:9-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature).

Witnessed By:



Karen Beier Korkuch  
KAREN BEIER KORKUCH  
Elinor M. Beier (Stat)  
ELINOR M. BEIER

STATE OF NEW JERSEY, COUNTY OF CAMDEN SS:

I CERTIFY that on March 11, 2005,

KAREN BEIER KORKUCH and ELINOR M. BEIER

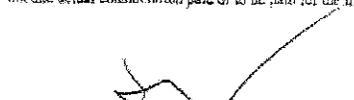
personally came before me and stated to my satisfaction that this person (or, if more than one, each person)

(a) was the maker of this Deed;

(b) executed this Deed as his or her own act; and,

(c) made this Deed for \$ 1,240,624.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

RECORD AND RETURN TO:

  
(Print name and title below signature)  
**Joel C. Meyer**  
Attorney at Law  
of the State of New Jersey

DOCKET# 17011 DB 3944 P 343

RTF-15E (Rev. 3/2005)

STATE OF NEW JERSEY

**AFFIDAVIT OF CONSIDERATION FOR USE BY BUYER**

(Chapter 49, P.L. 1968, as amended through Chapter 19, P.L. 2005)

To be recorded with deed pursuant to Chapter 49, P.L. 1968, as amended by Chapter 306, P.L. 1991 (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY OF GLoucester

County	State	N.P.N.R.F.	Total
\$1,242.24	\$2,101.26	\$1,628.50	
P.R.P.F.A.	L.A.S.		
1420.00	12454.30		1420.00
GEN PURP	CHRG		
43,436.30	1.00		
N.J.L.D.M.E.			

Date: 3/11/2005

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions # 3 and #4 on reverse side)

Deponent, BEZR HOMES, L.L.C., being duly sworn according to law upon his/her oath,

deposes and says that he/she is the GRANTEE in a deed dated March 11, 2005 transferring (Grantor, Grantor's Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

real property identified as Block number 1183 Lot number 2 & 3 located at

Rattling Run Road, East Greenwich Township, Gloucester County, NJ and annexed thereto. (Street Address, Municipality, County)

(2) CONSIDERATION \$ 1,001,726.00 (See Instructions #1 and #5 on reverse side)

Entire consideration is in excess of \$1,000,000.

PROPERTY CLASSIFICATION CHECKED BELOW SHOULD BE TAKEN FROM THE OFFICIAL TAX LIST (WHICH IS A PUBLIC RECORD) OF THE MUNICIPALITY WHERE THE PROPERTY IS LOCATED IN THE YEAR THAT THE TRANSFER IS MADE.

(A) When Grantee pays:

- Class 2 - Residential (4 Families or less)
- Class 3A - Farm property (Regular) and any other real property transferred to same grantee in conjunction with transfer of Class 3A property.
- Class 4C - Residential Cooperative Unit

(B) When Grantee does not have to pay, fill out below:

- Property class. Circle applicable class(es): 1 4A 4B 4C 15
- Exempt Organization Pursuant to Federal Internal Revenue Code of 1986

Property classes: 1-Vacant Land, 4A-Commercial, 4B-Industrial, 4C-Apartments (other than residential cooperative unit), 15-Public Property

(3) FULL EXEMPTION FROM FEE (See instruction #6 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through Chapter 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

Deponent makes this Affidavit to include county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 19, P.L. 2005.

Subscribed and sworn to before me this 11 day of March, 2005

*[Signature]*

*[Signature]*  
Signature of Deponent

Ronald Zeck  
Grantor Name

716 Nicole Drive, Mickleton, NJ 08056  
Deponent Address

GRANTEE  
Grantor Address at Time of Sale

**DILORES WHITE**  
NOTARY PUBLIC OF NEW JERSEY  
BY COMMISSION EXPIRES AUG 6, 2006

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY			
Instrument Number	County	Page	
Deed Number	Block	Page	
Deed Dated	Date Recorded		

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form, as required by law. This form may not be altered or amended without the approval of the Director. For further information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at [www.state.nj.us/treasury/taxation/affidavitlocaltax.htm](http://www.state.nj.us/treasury/taxation/affidavitlocaltax.htm).

DOCKET# 25389

TYPE: DEE  
PAGES: 6

JAMES N. HOGAN  
GLOUCESTER COUNTY CLERK  
RECEIPT# 18828

02:53:36 P.M.

04/19/2005  
DB 3964 290

GLOUCESTER COUNTY RECORDING DATA PAGE

PLEASE DO NOT DETACH THIS PAGE FROM THE ORIGINAL DOCUMENT AS IT CONTAINS IMPORTANT INFORMATION AND IS PART OF THE PERMANENT RECORD.

80P  
6.00 11 880.05  
80P

CONSIDERATION: \$1,190,266.00 EXEMPT CODE: B

Counts	State	H.P.N.R.F.	Total
\$1,191.69	\$2,975.06	\$1,560.75	
P.N.P.-F.A. \$395.25	E.A.A. \$2,326.15		\$11,880.05
GEN PURP \$3,219.15	C) \$1R \$1.00		
NUGLPIHD	Date: 4/19/2005		

RECORD & RETURN TO:

PILGRIM DIVISION OF SERVICE TRAK NETWORK  
44 S. Broad Street  
Woodbury, NJ 08096

GLOUCESTER COUNTY RECORDING DATA PAGE  
JAMES N. HOGAN, COUNTY CLERK

DOCKET# 25389 DB 3964 P 291

GIT/REP-3  
(11-04)



State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**  
(C.55, P.L. 2004)

(Please Print or Type)

**SELLER(S) INFORMATION (See Instructions, Page 2)**

Name(s)

Ernest Beier, Jr. and Elinor Beier, his wife

Current Resident Address:

Street: 1609 Ravenswood Way

City, Town, Post Office

State

Zip Code

Cherry Hill, NJ 08003

**PROPERTY INFORMATION (Brief Property Description)**

Block(s)

Lot(s)

Qualifier

1102

3, 3.02 & 7

N/A

Street Address:

Kings Highway

City, Town, Post Office

State

Zip Code

East Greenwich Township, NJ

Seller's Percentage of Ownership

Consideration

Closing Date

100 %

\$1,190,266.00

4/15/05

**SELLER ASSURANCES (Check the Appropriate Box)**

1.  I am a resident taxpayer of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2.  The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3.  I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4.  Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5.  Seller is not individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A. 54A:1-1 et seq.
6.  The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7.  The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete.

4/15/05  
Date

Ernest Beier, Jr.  
Signature  
(Seller) Please indicate if Power of Attorney or Attorney in Fact

4-15-05  
Date

Elinor Beier  
Signature  
(Seller) Please indicate if Power of Attorney or Attorney in Fact

DOCKET# 25389 DB 3964 P 292

12/5/81

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: 5
County	State	H.P.N.R.F.
\$1,191.09	\$2920.06	\$1,500.75
F.H.P.F.R.	E.A.B.	(Total)
\$595.25	\$2388.15	\$1,880.05
GR. TAX	OTR	
\$217.15	\$.00	
MSLPTND	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) 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:

XX 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 12-21-87, 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 Adalbert E. Thompson and Martha C. Thompson, his wife, dated 7-14-86, recorded 7-26-88, in Deed Book 1762, Page 235.

(For Recorder's Use Only)

Prepared by: [Signature] JOEL C. MOYER, ESQ.

100PD - Deed - Bargain and Sale 4/20/05

DUCKET# 28389 DB 3964 P 293

## LEGAL (METES AND BOUNDS) DESCRIPTION

ALL THAT CERTAIN tract or parcel of land and premises situate, lying and being in the Township of East Greenwich, County of Gloucester and State of New Jersey, being more particularly described according to a description prepared by Millennium Surveying & Engineering, dated 4-7-05, in conjunction with a Boundary & Topography Survey by same, dated 4-7-05, as follows:

BEGINNING at a point in the northwesterly line of Kings Highway, County Route 551, 65 feet wide, at a corner to Lot 3.01, Block 1102 and extending thence

- (1) South 53 degrees 26 minutes 07 seconds West, along said northwesterly line of Kings Highway, 1458.77 feet to a point in the same, at a corner to Lot 2.01, Block 1102; thence
- (2) North 04 degrees 14 minutes 34 seconds East, along the line of Lots 2.01 & 2, Block 1102, 777.29 feet to a corner to Lot 2, Block 1102; thence
- (3) North 51 degrees 44 minutes 09 seconds West, along the line of Lot 2, Block 1102, 132.00 feet to a corner to same; thence
- (4) North 01 degree 30 minutes 51 seconds East, along the same, 1364.80 feet to a corner to same; thence
- (5) North 72 degrees 13 minutes 22 seconds West, along the same, 476.74 feet to a corner to same; thence
- (6) North 08 degrees 14 minutes 11 seconds East, 0.11 feet to a point in the southeasterly line of Lot 2, Block 99; thence
- (7) North 57 degrees 45 minutes 51 seconds East, along the line of Lot 2, Block 99, 1222.03 feet to a point in the same, at a corner to Lot 5.26, Block 1102; thence
- (8) South 32 degrees 13 minutes 45 seconds East, along the line of Lots 5.26 & 5, Block 1102, 350.28 feet to a corner to Lot 5, Block 1102; thence
- (9) South 56 degrees 37 minutes 21 seconds West, along the line of Lot 5, Block 1102, 67.41 feet to a corner to same; thence
- (10) South 03 degrees 38 minutes 30 seconds West, along the line of Lots 5, 5.09, 5.10 & 5.11, Block 1102, 731.19 feet to a corner to Lot 5.11, Block 1102; thence
- (11) South 56 degrees 18 minutes 29 seconds East, along the line of Lots 5.11 & 5.12, Block 1102, 319.62 feet to a point in the line of Lot 5.12, Block 1102, at a corner to Lot 3.01, Block 1102; thence
- (12) South 06 degrees 41 minutes 50 seconds East, along the line of Lot 3.07, Block 1102, 1139.43 feet to the point of BEGINNING.

CONTAINING 2,365,713± SF or 54.103± Ac.

## FOR INFORMATIONAL USE ONLY:

Being known as Lots 3, 3.07 & 7, Block 1102, on the Tax Map of the Township of East Greenwich.

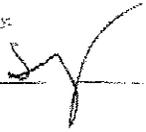
DOCKET# 25389 DB 3964 P 294

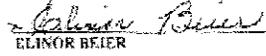
CVN025389

The street address of the Property is: Kings Highway and Wolfart Station Road,  
East Greenwich Township.

- 4. **Covenants by Grantor.** The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).
- 5. **Signatures.** The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature).

Witnessed By:

  
\_\_\_\_\_

 (Seal)  
ERNEST BEIER, JR.  
 (Seal)  
ELINOR BEIER

STATE OF NEW JERSEY, COUNTY OF GLOUCESTER SS:

I CERTIFY that on April 15, 2005,

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

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

(a) was the maker of this Deed;

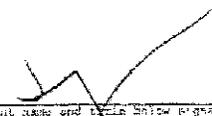
(b) executed this Deed as his or her own act and;

(c) made this Deed for \$ 1,190,266.00

as the full and actual consideration paid or to be paid for the transfer of title

(Such consideration is defined in N.J.S.A. 46:15-5.)

RECORD AND RETURN TO:

  
\_\_\_\_\_  
(Print name and title below signature)  
Joel C. Moyer  
Attorney at Law  
of the State of New Jersey



Copy of Preservation Application

COUNTY Gloucester  
MUNICIPALITY East Greenwich  
PROJECT AREA Rapaport Mentz Creek  
APPLICANT LAST NAME Bez R Homes LLC  
APPLICANT FIRST NAME NAR Farms, LLC



STATE AGRICULTURE DEVELOPMENT COMMITTEE

Farmland Preservation Program

County Planning Incentive Grant  
Easement Purchase Application  
For An Individual Farm-<sup>2012</sup>2013

For SADC use only
SADC ID# _____
Date Received _____
Staff Reviewer _____

Amended: 3/17/2010

I. **Checklist of Enclosed Items**

*All checklist items are required for administrative completeness of this application. Omissions may delay review and evaluation of this application.*

Please check off the following attachments upon completion:

- Completed appraisal order checklist
- Current recorded deed of ownership.
- Contract purchaser agreement, if appropriate.
- Current recorded deed of easement and/or conservation easements, if appropriate.
- Tax map with lot boundaries, exceptions, existing residences, and adjacent land uses clearly identified.
- Current Farm Tax Assessment Form with Land Use (crops/products) identified.
- GIS map or 7.5 minute USGS Topographic Quad Map with the application lot boundaries and any preserved farms (current applications or previously preserved) within one-half mile of the application parcel(s) clearly identified. GIS shapefiles should be emailed (unzipped) or provided on disc with this application.
- USDA NRCS or GIS soils map with lot boundaries and exceptions clearly identified and soil calculations including soil map units, acres and percentages of each unit.
- Copies of all recorded easements on the Property.
- Municipal zoning ordinance for subject farm with schedule of minimum lot size requirement.
- Municipal Right To Farm ordinance (if applicable).

*~ Thank you for your time and participation  
Helping to preserve agriculture in New Jersey.*

Amended: 3/17/2010

B

**II. CADB ADMINISTRATIVE VERIFICATION:**

**\*\* To avoid amending applications subsequent to SADC approval, which can delay the evaluation process, the CADB should verify that:**

- The application is accurate, complete and final; Required documentation has been provided.
- Onsite inspection of premises has been completed.
- Restrictions including severable and non-severable exceptions have been thoroughly explained to the applicant.

Prepared by: Kew Atkinson  
CADB staff

**III. APPLICATION ELIGIBILITY for County Planning Incentive Grant Program**

- A. No application will be reviewed by the SADC for permanent farmland preservation in more than one program at a time. Is the Board aware of this application being considered in any other farmland preservation program at this time?  YES  NO
- B. If the Board and/or County pre-acquired the land in fee simple title for farmland preservation purposes, have either three consecutive funding rounds or three years passed since the date of acquisition?  YES  NO
- C. If a landowner rejects an offer for an amount equal to or greater than the certified market value, the Committee shall not accept an application for two years from the date that the application for a sale of the development easement was originally submitted to the Committee. This provision applies only to an application from the same landowner for the same farm property. Is the Board aware of this landowner's application conflicting with the above?  YES  NO

*(If the answer is "YES" to A, B, or C, then the application shall not be eligible for submittal to the Committee for consideration at this time.)*

- D. Is the application located within an adopted Agricultural Development Area?  YES  NO
- E. Is the application identified on the County's approved Planning Incentive Grant application as a targeted farm?  YES  NO
- F. Does the application meet the Minimum Eligibility Criteria (N.J.A.C. 2:76-6.20) as demonstrated at Section IV below?  YES  NO

*(If the answer is "NO" to D, E, or F, then the application shall not be eligible for submittal to the Committee for consideration.)*

- G. Does the application meet the definition of an eligible farm (N.J.A.C. 2:76-17.2) as identified in the Minimum Rank Score section (section V) below?  YES  NO

*(If the answer is "NO" to G, then the application shall not be eligible for submittal to the Committee for consideration unless a waiver to Minimum Rank Score (section VI) is requested and approved.)*

Amended: 3/17/2010

C

**IV. MINIMUM ELIGIBILITY CRITERIA** pursuant to N.J.A.C. 2:76-6.20  
Please complete checklist as appropriate below and provide attachments demonstrating compliance with the following.  
Identify supporting documentation in Addendum A.

For lands less than or equal to 10 acres the land must meet the following criteria in i., ii., iii. and iv. or i. i., ii, iii, iv and Iv. below to be eligible for preservation with SADC funding:

i. The land produces agricultural or horticultural products of at least \$2,500 annually.

- \$ \_\_\_\_\_ in annual production.
- Supporting documentation provided (tax forms, receipts, etc.)

i. ii. At least 75% of the land is tillable or a minimum of 5 acres, whichever is less.

- \_\_\_\_\_ % of the land is tillable
- \_\_\_\_\_ tillable acres
- Supporting documentation provided (GIS wetland and soils maps, farm tax assessment form).

i. iii. At least 75% of the land, or a minimum of 5 acres, whichever is less, consists of soils that are capable of supporting agricultural or horticultural production.

- \_\_\_\_\_ % of the land with soils capable of supporting agricultural or horticultural production
- \_\_\_\_\_ acres supporting agricultural or horticultural production
- Supporting documentation provided (GIS soils map).

i. iv. The land must exhibit development potential based on a finding that all of the following standards are met:

(1) The municipal zoning ordinance for the land as it is being appraised must allow additional development, and in the case of residential zoning, at least one additional residential site beyond that which will potentially exist on the premises.

- Municipal zoning supports additional development potential.  YES  NO
- Supporting documentation provided (copy of current zoning regulations and subdivision ordinance excerpts, zoning map).

(2) Where the purported development value of the land depends on the potential to provide access for additional development, the municipal zoning ordinances allowing further subdivision of the land must be verified. If access is only available pursuant to an easement, the easement must specify that further subdivision of the land is possible. To the extent that this potential access is subject to ordinances such as those governing allowable subdivisions, common driveways and shared access, these facts must be confirmed in writing by the municipal zoning officer or planner.

- Sufficient access exists.  YES  NO
- Supporting documentation provided.

(3) The land shall not contain more than 80 percent soils classified as freshwater or modified agricultural wetlands according to the NJDEP wetlands maps. If the DEP wetlands maps are in dispute, further investigation and onsite analysis may be conducted by a certified licensed

Amended 3/17/2010

D

engineer or qualified wetlands consultant and/or a letter of interpretation issued by the NJDEP may be secured.

- \_\_\_\_\_ % soils classified as freshwater or modified agricultural wetlands.
- Supporting documentation provided (wetlands map and/or NJDEP Letter of Interpretation).

(4) The land shall not contain more than 80% soils with slopes in excess of 15% as identified on a USDA NRCS SSURGO version 2.2 or newer soils map.

- \_\_\_\_\_ % soils with slopes in excess of 15%.
- Supporting documentation provided (GIS soils map).

1. v. The land is eligible for allocation of development credits pursuant to a transfer of development potential program authorized and duly adopted by law.

- YES       NO
- Supporting documentation provided.

For lands greater than 10 acres, the land must meet the criteria in (a)2i, ii, and iii or 2iv to be eligible for preservation with SADC funding:

2. i. At least 50% of the land or a minimum of 25 acres, whichever is less, is tillable.

- 88 % of the land is tillable
- 100 tillable acres
- Supporting documentation provided (GIS wetland and soils maps, farm tax assessment form.).

2. ii. At least 50% of the land or a minimum of 25 acres, whichever is less, consists of soils that are capable of supporting agricultural or horticultural production.

- 97.5 % of the land with soils capable of supporting agricultural or horticultural production
- 111 acres supporting agricultural or horticultural production
- Supporting documentation provided (GIS soils map).

2. iii. The land must exhibit development potential based on a finding that all of the following standards are met:

(1) The municipal zoning ordinance for the land as it is being appraised must allow additional development, and in the case of residential zoning, at least one additional residential site beyond that which will potentially exist on the premises.

- Municipal zoning supports additional development potential.
- YES       NO
- Supporting documentation provided (copy of current zoning map, regulations and subdivision ordinance excerpts).

(2) Where the purported development value of the land depends on the potential to provide access for additional development, the municipal zoning ordinances allowing further subdivision of the land must be verified. If access is only available pursuant to an easement, the easement must specify that further subdivision of the land is possible. To the extent that this potential access is subject to ordinances such as those governing

Amended: 3/17/2010

E

**VII. APPLICANT INFORMATION**

Please enter for each related party applying for easement purchase (landowner of record, contract purchaser, current owner of the easement). If the applicant is an estate represented by an executor, please list the executor as the primary applicant contact if there is more than one applicant/owner. If the applicant is represented by an attorney or other legal representation, please provide that individual's contact information in the appropriate space provided below.

Name (Primary Contact): Rep Zbeck BOZF Homes, LLC & NAR Farms LLC  
 Address: 33 East Rattling Run Rd  
 City: Mickleton State: N.J. Zip Code: 08056  
 Phone (bus.): 609-429-8066 Fax: \_\_\_\_\_  
 Phone (home): \_\_\_\_\_ Email: NOIFARMS@Comcast.net

Type of Application Participation: (check one)

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietor (Husband/Wife)                | <input type="checkbox"/> Contract Purchaser (Fee Simple)       |
| <input type="checkbox"/> Partner of a Partnership                      | <input type="checkbox"/> Contract Purchaser (Easement)         |
| <input type="checkbox"/> Proprietor or Multi-Proprietor                | <input type="checkbox"/> Municipality (current easement owner) |
| <input type="checkbox"/> Executor of an Estate                         | <input type="checkbox"/> County (current easement owner)       |
| <input checked="" type="checkbox"/> Corporate Officer in a Corporation | <input type="checkbox"/> Conservation Organization             |
| <input type="checkbox"/> Trustee of a Trust                            | <input type="checkbox"/> Institution                           |

Name: NAR Farms LLC - c/o Ronald Zbeck  
 Address: same as above  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 Phone (bus.): \_\_\_\_\_ Fax: \_\_\_\_\_  
 Phone (home): \_\_\_\_\_ Email: \_\_\_\_\_

Type of Participation: (check one)

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietor (Husband/Wife)                | <input type="checkbox"/> Contract Purchaser (Fee Simple)       |
| <input type="checkbox"/> Partner of a Partnership                      | <input type="checkbox"/> Contract Purchaser (Easement)         |
| <input type="checkbox"/> Proprietor or Multi-Proprietor                | <input type="checkbox"/> Municipality (current easement owner) |
| <input type="checkbox"/> Executor of an Estate                         | <input type="checkbox"/> County (current easement owner)       |
| <input checked="" type="checkbox"/> Corporate Officer in a Corporation | <input type="checkbox"/> Conservation Organization             |
| <input type="checkbox"/> Trustee of a Trust                            | <input type="checkbox"/> Institution                           |

Primary Contact if not applicant/owner \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 City: \_\_\_\_\_  
 Phone (bus.): \_\_\_\_\_ Fax: \_\_\_\_\_  
 Phone (home): \_\_\_\_\_ Email: \_\_\_\_\_

- Lawyer or Legal Representative     Realtor of a Real-estate Agency     Other

**VIII. APPLICATION SUMMARY INFORMATION:**

**A. Block and Lot Information**

Please list all Blocks and Lots included within the application. See Appendix B for municipal codes

Municipal Code: 0803 Block: 1102 Lot: 1 Acres: 12.5  
 Municipal Code: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: 2.01 Acres: 3  
 Municipal Code: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: 2.05 Acres: 35  
 Municipal Code: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: 3 Acres: 42  
 Municipal Code: \_\_\_\_\_ Block: \_\_\_\_\_ Lot: 3.02 Acres: 6

**B. Total Gross Acreage:**

115 acres  
 Lot 5 Acres 3  
 Lot 7 Acres 7.50

**C. Existing dwelling units**

- # of existing dwelling units within portion of the property to be deed restricted. 0
- # of existing dwelling units located within exceptions areas 0

**D. Exceptions ( Please insure consistency with tax map).**

- Non Severable Exceptions
  - # of non severable exceptions: 1
  - Total acreage of non severable exceptions: 1 acres
- Severable Exceptions
  - # of severable exceptions: —
  - Total acreage of severable exceptions: — acres

**E. Net Acreage of Preserved Premises:**

114.5 acres

(Total Gross Acreage - Exception Area Acreage = Net Acreage)

**F. Residual Dwelling Site Opportunities (RDSO's)**

- Number of eligible RDSOs (Overall gross density must not exceed one RDSO per 100 acres): —
- Number of RDSOs approved by the CADB: —

**G. Agricultural Production:**

(Please describe all agricultural production currently taking place on the property using the appropriate Standard Industrial Code (SIC) found in Appendix A)

SIC # 0110 Agricultural Production Type soybeans Approximate Acreage 110  
 SIC # \_\_\_\_\_ Agricultural Production Type \_\_\_\_\_ Approximate Acreage \_\_\_\_\_  
 SIC # \_\_\_\_\_ Agricultural Production Type \_\_\_\_\_ Approximate Acreage \_\_\_\_\_  
 SIC # \_\_\_\_\_ Agricultural Production Type \_\_\_\_\_ Approximate Acreage \_\_\_\_\_

IX. BLOCK, LOT & ACREAGE

Lot 1 of 1

Duplicate and complete Section IX (pages J through O) as necessary for each individual lot.

Municipal Code: 0903 Block: 1102 Lot: 2.05 Acres: 35

A. EXCEPTIONS (Specific to above lot only)

- 1. Acreage of exception: 1 acres
- 2. Site specific local zoning including minimum lot size requirements: RR-2 acres
- 3. Applicant's reason for exception: For future house
- 4. Justification provided by the CADB: CONSENT
- 5. Specific location of exception as depicted on attached tax map: on Lot 2.05 next to Lot 2

- 6. Is the exception for county and/or municipal farmland preservation and/or open space programs?  YES  NO
- 7. Can the exception be severed from the premises?  YES  NO
- 8. Does the size of the individual exception exceed local zoning requirements to construct one single family residential dwelling?  YES  NO
  - If YES, how many building lots are possible in excess of the local zoning requirements for one single family residential dwelling? \_\_\_\_\_
- 9. Is the landowner willing to restrict the exception to only one existing or future residential unit?  YES  NO
- 10. Is Right To Farm language required on the deed of easement?  YES  NO  
*(If yes, please attach a copy of the required Right To Farm language)*
- 11. Is the CADB placing other requirements on the exception?  YES  NO  
*(If yes, please explain)*
- 12. Does the exception have a significant negative impact to the agricultural operation?  YES  NO  
*(If yes, please explain)*

Amended: 3/17/2010

J

Lot / of /

Duplicate this page as necessary.

**B. RESIDENTIAL OPPORTUNITIES**

Please note: Exception Areas are not considered part of the premises being preserved; therefore, in this section, do not identify residences within exception areas.

Are there any residences located on the parcel (that is being preserved)?  YES  NO  
 (If YES, please identify each residential structure separately below.)

**RESIDENCE A (CHECK ONE ONLY)**

- Standard Single Family Residence
- Duplex
- Dormitory
- Apartment
- Manufactured Home with Perm. Foundation
- Manufactured Home without Foundation
- Single Family with apartment
- Other \_\_\_\_\_

Is the structure the Primary Residence?  YES  NO  
 Is the structure for agricultural labor housing?  YES  NO  
 Is the structure under a lease or rental agreement?  YES  NO

**RESIDENCE B (CHECK ONE ONLY)**

- Standard Single Family Residence
- Duplex
- Dormitory
- Apartment
- Manufactured Home with Perm. Foundation
- Manufactured Home without Foundation
- Single Family with apartment
- Other \_\_\_\_\_

Is the structure the Primary Residence?  YES  NO  
 Is the structure for agricultural labor housing?  YES  NO  
 Is the structure under a lease or rental agreement?  YES  NO

**RESIDENCE C (CHECK ONE ONLY)**

- Standard Single Family Residence
- Duplex
- Dormitory
- Apartment
- Manufactured Home with Perm. Foundation
- Manufactured Home without Foundation
- Single Family with apartment
- Other \_\_\_\_\_

Is the structure the Primary Residence?  YES  NO  
 Is the structure for agricultural labor housing?  YES  NO  
 Is the structure under a lease or rental agreement?  YES  NO

Amended: 3/17/2010

K

Lot    of   

Duplicate this page as necessary.

**C. OTHER STRUCTURES (Non-Residential)**

*Please note. Exception Areas are not considered part of the premises being preserved; therefore, in this section, do not identify non-residential structures within exception areas.*

Are there any non-residential structures located on the parcel to be preserved?  
(If YES, please identify each non-residential structure separately below.)     YES     NO

**STRUCTURE A (CHECK ONE ONLY)**

- Barn                       Shed
- Garage                     Silo
- Stable                     Other \_\_\_\_\_

Is the structure for an agricultural use?                       YES     NO

Is the structure under a lease or rental agreement?                       YES     NO

**STRUCTURE B. (CHECK ONE ONLY)**

- Barn     Shed
- Garage     Silo
- Stable     Other \_\_\_\_\_

Is the structure for an agricultural use?                       YES     NO

Is the structure under a lease or rental agreement?                       YES     NO

**STRUCTURE C. (CHECK ONE ONLY)**

- Barn     Shed
- Garage     Silo
- Stable     Other \_\_\_\_\_

Is the structure for an agricultural use?                       YES     NO

Is the structure under a lease or rental agreement?                       YES     NO

**STRUCTURE D. (CHECK ONE ONLY)**

- Barn     Shed
- Garage     Silo
- Stable     Other \_\_\_\_\_

Is the structure for an agricultural use?                       YES     NO

Is the structure under a lease or rental agreement?                       YES     NO

*total of easements*

Lot 1 of 1

Duplicate this page as necessary.

**D. EASEMENTS AND RIGHTS OF WAY**

Are there Easements/Rights of Way identified with the parcel to be preserved?  YES  NO  
*If YES, please describe each easement individually below and enclose a copy of each easement.*

**EASEMENT A: (CHECK ONE ONLY)**

- Power Lines
- Water Lines
- Sewer
- Other
- Road Rights of Way
- Telephone Lines
- Gas Lines
- Conservation Easement (e.g., steep slopes, critical areas, critical habitat, wetlands, drainage, no further subdivisions, etc.)

Effect of Easement: None  
Not in place, however deeds were recorded

Description of Easement: 4 Drainage Easements  
Recorded for development  
See attached Final Survey  
and attached deeds with bill of sale

**EASEMENT B: (CHECK ONE ONLY)**

- Power Lines
- Water Lines
- Sewer
- Other
- Road Rights of Way
- Telephone Lines
- Gas Lines
- Conservation Easement (e.g., steep slopes, critical areas, critical habitat, wetlands, drainage, no further subdivisions, etc.)

Effect of Easement: None  
Sight Triangle  
Not in place, however deeds were recorded for development  
see Final Survey

Description of Easement: 1 Sight Triangle  
for propose development recorded  
see attached Final Survey  
for location, see attached deeds.

**EASEMENT C: (CHECK ONE ONLY)**

- Power Lines
- Water Lines
- Sewer
- Other
- Road Rights of Way
- Telephone Lines
- Gas Lines
- Conservation Easement (e.g., steep slopes, critical areas, critical habitat, wetlands, drainage, no further subdivisions, etc.)

Effect of Easement: None

Description of Easement: Road Easement  
DB-4311 pg 3/6  
see attached deed

Easements

LAW OFFICES  
PEARSON & CRASS  
A PROFESSIONAL ASSOCIATION  
59 NORTH BROAD STREET  
P.O. BOX 377  
WOODEBURY, NEW JERSEY 08096

(856) 845-7900  
FAX (856) 845-7224

WILLIAM R. PEARSON  
HAROLD L. CRASS  
PATRICIA M. ANTONELLI

December 29, 2006

ATTN: Paul Esposito, Land Development Planner  
Gloucester County Planning Department  
1200 N. Delsea Drive  
Clayton, New Jersey 08312

RE: Gloucester County Planning Board  
Road Easement  
Applicant: Bezr Homes, GCPB File #: EG-0454A

Dear Paul:

Enclosed you will find three recorded Easements which were returned to my office today. They were recorded in the Gloucester County Clerk's Office on November 29, 2006 as follows:

*Vicky, Eric, Ed  
The drainage easements and sight triangle easements could be vacated if the development is not going to happen. Here are copies of all the easements listed above.*

1. Road Easement - Deed Book 4311, Page 316, Docket #80032;
2. Drainage Easement - Deed Book 4311, Page 318, Docket #80033;
3. Drainage Easement - Deed Book 4311, Page 320, Docket #80034;
4. Drainage Easement - Deed Book 4311, Page 322, Docket #80035;
5. Drainage Easement - Deed Book 4311, Page 324, Docket #80036;
6. Sight Triangle Easement - Deed Book 4311, Page 326, Docket #80037;
7. Sight Triangle Easement-Deed Book 4311, Page 328, Docket#80038;
8. Sight Triangle Easement-Deed Book 4311, Page 330, Docket#80040; and
9. Sight Triangle Easement-Deed Book 4311, Page 332, Docket#80041

I am forwarding these copies to you for enclosure in the file and records of the Gloucester County Planning Department in this matter.

Very truly yours,

*s/s Harold L. Crass*  
Harold L. Crass, Esquire

HLC/djj  
Enclosures

*Ed  
Gloria  
EAS.*

Lot 1 of 1

Duplicate this page as necessary.

**E. EXISTING NON-AGRICULTURAL USES \*\***

*Duplicate this sheet as necessary to describe each non-agricultural use separately.*

Will non-agricultural use(s) occur within the exception area(s)?  YES  NO  
Are there non-agricultural uses on the premises to be preserved?  YES  NO

List the type and frequency or intensity of any existing non-agricultural uses on the parcel to be preserved at the time the applicant submitted to the Board:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Note the approximate dimensions and location of any structures and/or areas utilized for a non-agricultural use:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In the event the non-agricultural use involves a lease with another party, identify the individual or entity leasing the structure and type of business or operation:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If non-agricultural events are held on the parcel, identify for what purpose and the frequency or intensity of the activity:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Describe how the non-agricultural use will be accessed on the parcel.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*\*\*NOTE: Appraisers must be aware of non-agricultural uses and determine their impact on the development easement value in their reports pursuant to the SADC Appraiser's Handbook. If you have any questions regarding potential non-agricultural use, please address them with the SADC prior to submission of the application.*

*An identified non-agricultural use can NOT be expanded or intensified after the premises is preserved if located on the preserved farmland outside of an exception area.*

Amended 3/17/2010

N

Duplicate this page as necessary.

F. STATE DEVELOPMENT AND REDEVELOPMENT PLAN

In which planning area is the parcel located:

- (PA1) Metropolitan
- (PA2) Suburban
- (PA3) Fringe
- (PA4) Rural
- (PA4b) Rural & Environmentally Sensitive
- (PA5) Environmentally Sensitive

G. HIGHLANDS

A. Is the parcel located in the Highlands Region?  YES  NO  
*(If No, proceed to H. below)*

B. Which area of the Highlands Region is the parcel located?  
 Preservation Area  Planning Area

C. In which Land Use Capability Zone is the parcel located?  
 Conservation Zone  
 Protection Zone  
 Existing Community  
 Lake Community  
 Conservation Constrained  
 Existing Community Constrained

D. Is the parcel located in the Highlands Agricultural Resource Area  YES  NO

E. Is the parcel located in the Highlands Agricultural Priority Area  YES  NO

H. PINELANDS \*\*

Is the parcel located in the Pinelands region?  YES  NO

*If yes, in which Pinelands Management Area is the parcel located:*

- Preservation Area District
- Forest Area
- Agricultural Production Area
- Special Agricultural Production Area
- Rural Development Area
- Pinelands Village and Pinelands Town
- Regional Growth Area

Is the parcel eligible for Pineland Development Credits (PDC)?  YES  NO  
 If so, how many PDCs is it eligible for? \_\_\_\_\_

Have any PDCs been severed from the property?  YES  NO  
 If Yes, how PDCs many have been severed? \_\_\_\_\_

\*\* Note: If PDCs have been severed, the property is not eligible for preservation.

**X. Ranking Sheets**

Please complete the questions below and refer to SADC Policy P-14-B (<http://www.nj.gov/agriculture/sadc/po/14e.pdf>) to calculate the application individual rank score.

**A. SOILS**

Soil calculations provided by the CADB should be based on the latest SSURGO data available on the following website: <http://soildatamart.nrcs.usda.gov/>. This is the same data the SADC will use to evaluate the accuracy of the soil data submission.

Exception acres should not be included or used to calculate soil score.

Indicate the percentage of the following types of classification of important farmlands as shown on attached calculations of acres/soil unit.)

Prime	<u>101</u> acres =	<u>89</u> %
Statewide	<u>10</u> acres =	<u>8.5</u> %
Local	_____ acres =	_____ %
Unique (of value)	_____ acres =	_____ %

List crop(s) grown on unique soil. \_\_\_\_\_

Please identify unique soils. \_\_\_\_\_

Other (of no value)	<u>water</u>	<u>3</u> acres	<u>2.5</u> %
---------------------	--------------	----------------	--------------

<b>TOTAL NET ACRES</b>	<u>114</u> acres	=	100 %
------------------------	------------------	---	-------

**B. TILLABLE ACRES**

(Verified by current Farm Tax Assessment Form, aerial photography interpretation and site visit.)

Indicate the percentage of the premises that is classified under the following categories.

Cropland Harvested	<u>100</u> acres =	<u>88</u> %
Cropland Pastured	_____ acres =	_____ %
Permanent Pasture	_____ acres =	_____ %
Woodlands	<u>7</u> acres =	<u>6</u> %
Wetlands	<u>7</u> acres =	<u>6</u> %
Other	_____ acres =	_____ %

<b>TOTAL NET ACRES</b>	<u>114</u> acres	=	100 %
------------------------	------------------	---	-------

C. **BOUNDARIES AND BUFFERS** (as depicted on attached GIS or USGS Topo map)

Indicate the percentage of the subject property boundary bordered by the following uses.

1.	Deed Restricted Farmland (permanent)	<u>10</u>	%
2.	Deed Restricted Wildlife Areas	_____	%
3.	Stream (perennial) and Wetlands	_____	%
4.	Cemeteries	_____	%
5.	Parks (limited public access)	_____	%
6.	Military Installations	_____	%
7.	Golf Course (public)	_____	%
8.	8 Year Programs and EP Applications	_____	%
9.	Highways (limited access) and Railroads	_____	%
10.	Farmland (unrestricted)	<u>20</u>	%
11.	Woodlands	<u>10</u>	%
12.	Parks (high use)	_____	%
13.	Residential Development (with infrastructure)	<u>40</u>	%
14.	Residential (less than 5 acres w/o infrastructure)	<u>20</u>	%
15.	Commercial	_____	%
16.	Industrial	_____	%
17.	Schools	_____	%
18.	Other	_____	%
			100 %

Amended: 5/17/2010

Q

*1-2007-2008*

Exception 1 of 1

Duplicate this page as necessary.

D. **EXCEPTIONS** (Bring forward scoring calculations from Section IX.A)

1. Are there severable exceptions requested?  YES  NO

*If Yes:*

- \* How many are requested? \_\_\_\_\_
- \* Total exception acreage \_\_\_\_\_ acres
- \* Does the total acreage for all of the exception(s) exceed 10% of the total acreage?  YES  NO

*If multiple severable exceptions are requested, duplicate this sheet as needed for each separate severable exception.*

2. Is the exception for municipal farmland preservation and / or open space purposes?  YES  NO

3. Does the size of the individual exception exceed local zoning requirements to construct one single family residential dwelling?  YES  NO

a) If yes, how many building lots or portions thereof are there in excess of the local zoning requirements for one single family residential dwelling? \_\_\_\_\_

b) Is the landowner willing to restrict the exception to only one (1) residential unit?  YES  NO

4. Will there be any right to farm language required on the deed of the exception?  YES  NO

5. Does the location and / or use of the exception have a significant negative impact on the premises?  YES  NO

Amended: 3/7/2010

R

Duplicate this page as necessary.

**E. LOCAL COMMITMENT**

If the application spans multiple municipalities duplicate this sheet as necessary to indicate each municipality separately.

1. Municipal Code from Appendix B: 0803

2. Local Zoning

- Does local zoning require an average minimum lot size of at least three acres with clustering and/or mandatory buffering to provide separation between development and existing agricultural operations?  YES  NO
- Is sliding scale zoning utilized?  YES  NO
- Are transfer of development rights/credits available?  YES  NO
- Is the zoning for very low density?  YES  NO

If Yes, explain: 2 acre minimum zoning

- Are there other equivalent measures that discourage conflicting nonagricultural development?  YES  NO

If Yes, explain: Municipal DTF ordinance

3. Is there sewer or other growth leading infrastructure already serving or immediately adjacent to the premises?  YES  NO

4. Is purchase of development easements consistent with the State Development and Redevelopment Plan and county and local plans?  YES  NO

5. Is there an active municipal liaison with the CADB?  YES  NO  
 If Yes, please provide name, phone number and email address: Debra Ford Grant  
856-307-6456

6. Do planning board actions regarding nonagricultural development support farmland preservation? (i.e. as supported by the Master Plan?)  YES  NO

7. Do municipal governing body actions regarding nonagricultural development support farmland preservation?  YES  NO

8. Has the municipality ever passed an ordinance approving a municipally approved 8 year program (MAFPT)?  YES  NO

9. Have development easements already been purchased in the municipality?  YES  NO

10. Right to Farm  YES  NO

- Does the municipality have a "Right To Farm" ordinance?  
 If Yes, please provide a copy of the municipal ordinance.

- Does the municipality's "Right To Farm" ordinance require a developer and/or landowner, who plans to build or sell a dwelling in an agricultural area, to inform

Amended: 3/17/2010

8

prospective purchasers through their agent, of the existence of the "Right To Farm" ordinance and the protection it grants to agricultural operations? (This notification is included in the deed of record.)  YES  NO

11. Community Financial Support

Please list the locally committed funds for farmland preservation since January 1980. This figure should represent the amount committed or spent by the municipality for the preservation of farmland. If a municipality has an Open Space Tax, only the amount specifically designated for farmland preservation can be included.

- Budget \$ N/A
  - Referendum \$ \_\_\_\_\_
  - Trust Funds \$ \_\_\_\_\_
  - Bonds \$ \_\_\_\_\_
  - Other \$ \_\_\_\_\_
- Total Municipally Committed Funds: \$ \_\_\_\_\_

Municipal Equalized Assessed Valuation \$ \_\_\_\_\_

Equalized valuations for 2007 can be found online at:  
<http://www.state.nj.us/treasury/taxation/index.html?top/invvalue.htm-mainFrame>

**F. DENSITY OR CONTIGUOUS PROPERTIES**

List, by name, round and program (e.g. 2004A EP), lands that are reasonably contiguous (within 1/2 mile linear distance) to the subject application which are comprised of: development easement purchase applications approved by the CADB and received by the SADC during the current round, applications with final approval, lands where development easements have already been purchased, and other permanently deed restricted active farmlands. Include subject application if not an isolated parcel.

- Reist/IC - 2009-PG
- Marchese, Lowell, & Fordella - 2010 PG
- Joe & Sam Lowe - 2004 EP
- Thompson - Green Field, Harbison Green
- Bezr Homes & NAR Farms LLC PG

List, by name, lands that are reasonably contiguous (within 1/2 mile linear distance) to the subject application and currently enrolled in an 8 Year Farmland Preservation Program.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**G. IMMINENCE OF CHANGE OR CONVERSION**

Please attach adequate documentation to support responses to this section.

- Is the record owner of the Premises involved in an estate situation?  YES  NO
- Has the record owner filed for bankruptcy?  YES  NO
- Is the property involved in a foreclosure?  YES  NO

**SUBDIVISION REQUEST\*\***

Subdivision for non-agricultural development of the premises must be identified. If a subdivision exists by final resolution at the date of the appraisal, the appraiser shall not consider its impact in the restricted condition. Otherwise, an application with a severable exception shall be considered as to its intended purpose in the "after value" appraisal analysis.

\*\*Copies of the municipal and county approvals/resolutions are required for consideration.

Type of development being considered for subdivision: (Check One)

- Residential
- Commercial
- Farm Subdivision
- Industrial
- Public Use

Preliminary Approval Date: \_\_\_\_\_

Final Approval Date: Section I - Sept 22, 2004

Scale of Subdivision: (Check One) Sections II & III June 16, 2009

- Major
- Minor

Enter any other pertinent information to help fully describe the request. Please indicate subdivision on attached Tax Map.

- See attached Final Survey
- See attached Sept 22, 2004 Resolution No. 2004-26
- See attached June 16, 2009 Resolution No. 2009-14
- Certified AS per letter dated Sept 22, 2005 for the 77 building lots for individual sewage systems.
- Final Major Subdivision approvals for a total of 87 single-family lots; 38 lots are known as Section I, 39 lots are known as Section II, 9 lots are known as Section III. See attached summary enclosed.

Affidavit of County Agriculture Development Board  
Verification

County of Gloucester )  
State of NEW JERSEY ) SS

West J. Kaudle, III  
Name of Affiant

Being duly sworn according to law, upon his/her oath, disposes and says:

1. I am the Chairperson of the Gloucester County Agriculture Development Board (hereinafter "Board") and am fully aware of all the actions the Board has taken.
2. The Board has completed, reviewed and approved the subject farm application pursuant to SADC regulations and policies including N.J.A.C.2:76-17.3 "Prerequisites for grant eligibility" and N.J.A.C.2:76-17.9 "Committee review of an application for the sale of a development easement from an eligible farm".
3. Staff of the Board has performed a site inspection of this property on March 5, 2011
4. A copy of the landowner's application will be provided to two SADC certified appraisers hired to evaluate the development easement on this property.
5. All information contained in the attached application for an easement purchase cost share grant is complete and accurate.

[Signature]  
Chairperson, Gloucester CADB

Sworn and Subscribed before me  
this 26 day of May, 2011.

[Signature]  
Notary Public

KENNETH P. ATKINSON  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES MAY 20, 2013

Amended: 2/17/2010

v

ADDENDUM A:

(Please identify attachments supporting Minimum Eligibility Criteria)

1. For lands less than or equal to 10 acres:

- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_
- iv. \_\_\_\_\_
- (1) \_\_\_\_\_
- (2) \_\_\_\_\_
- (3) \_\_\_\_\_
- (4) \_\_\_\_\_
- v. \_\_\_\_\_

2. For lands greater than 10 acres:

- i. GIS Aerial Map & Farmland Assessment
- ii. GIS Soil Studies
- iii.
  - (1) Municipal Zoning Ordinance/Tax Map
  - (2) Final Survey & Resolution Approvals
  - (3) N/A
  - (4) N/A
- iv. N/A

Amended: 3/17/2010

W

ADDENDUM B:

(Provide additional information as needed regarding exceptions, residences, structures, non agricultural uses, additional restrictions, etc.)

Date: May 3, 2011  
 County: Gloucester  
 Municipality: East Greenwich  
 Applicant(s): Bezr Homes, LLC  
NAR Farms, LLC  
 Land Owner/s of Record (as per recorded deed): same as above

*Summary Information*  
 Also enclosed with this application are copies of Final Survey & Final Resolutions.

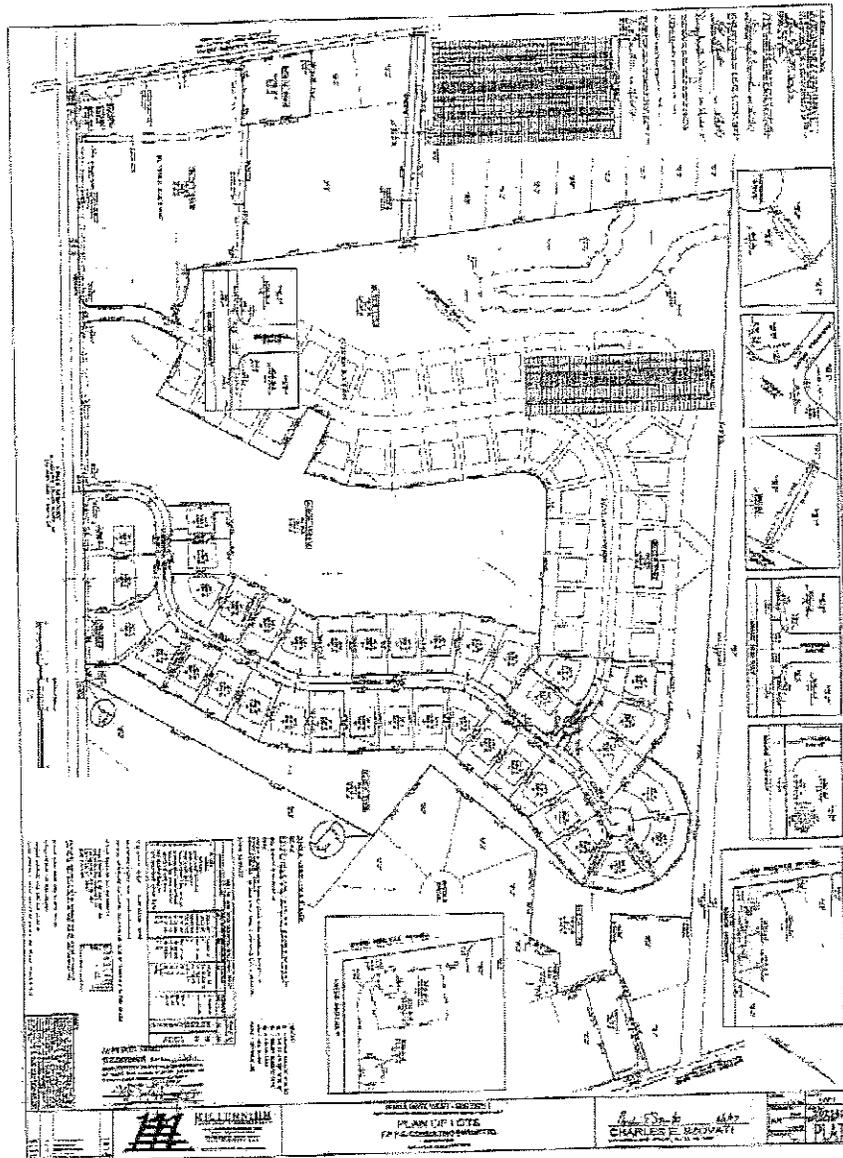
1. The site is known as Block 1102, Lots 1, 2.01, 2.05, 3, 3.02, 5, & 7. It offers final major subdivision approvals for a total of 87 single-family lots; 38 lots are known as Section I, 39 lots are known as Section II, 9 lots are known as Section III, and Block 1101, Lot 5 (remainder of 1 acre) is a building lot.

Summary of Subdivision	
Section I	38 single-family lots
Section II	39 single-family lots
Section III	9 single-family lots
Remainder of Lot 5	1 single-family lot (1 acre)
<b>Total</b>	<b>87 single-family lots</b>

As per the site development plan, the 87 residential building lots range in size from 23,431 SF to 64,711 SF. Sections I and II were approved as part of a larger development plan known as Kings Gate East and West. 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 the original report. Section II was approved on June 16, 2009 as per Resolution No. 2009-14 (R), which is exhibited within the Addenda of this addendum. The single lot known as Lot 5 is located along Wolfert Station Road and is shown on Section I map as the "remainder lot 5". As of the valuation date of this report the Township approvals are still effective for 87 building lots.

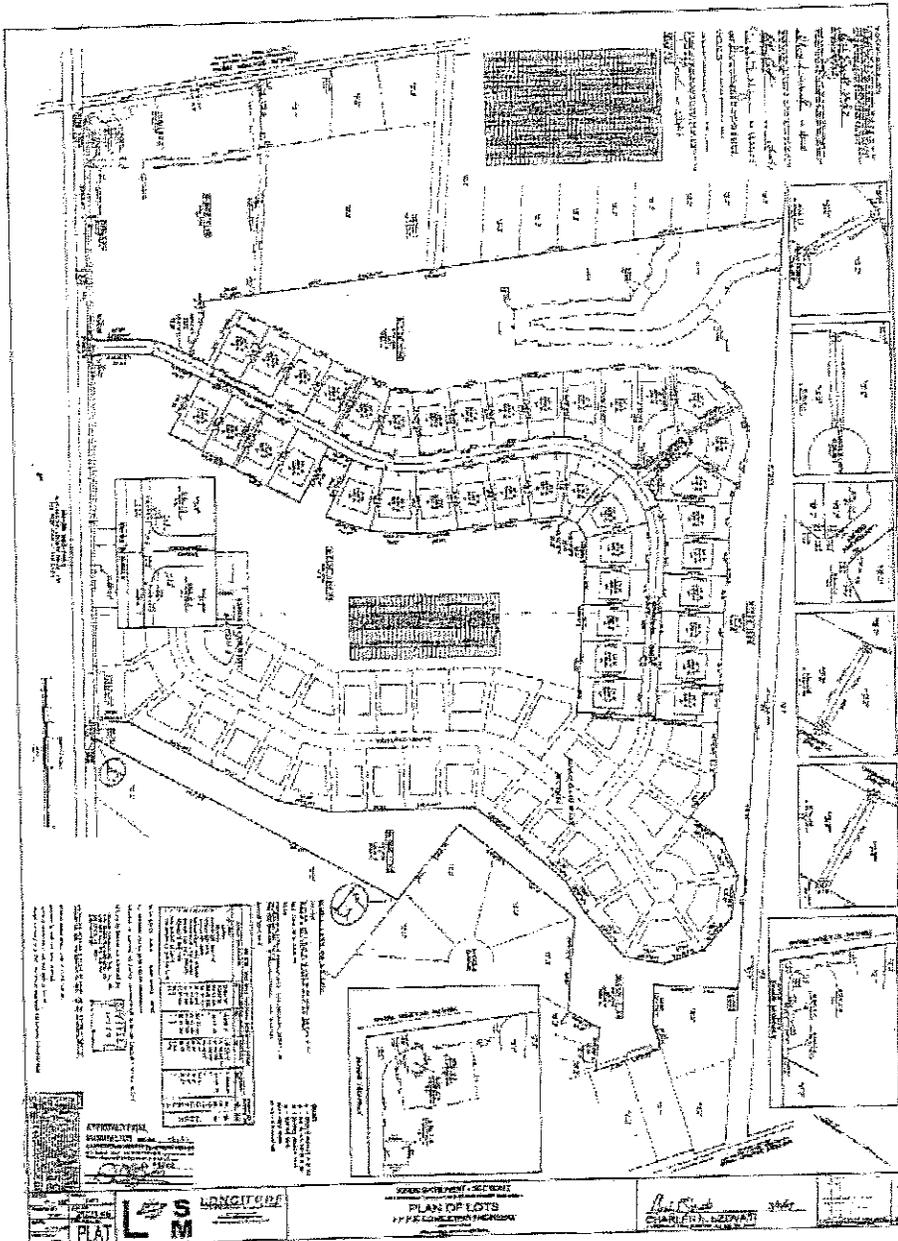
2. Subdivision Maps for Sections I, II, and III are included within this Addendum.
3. As of the date of valuation, the subject offered final approvals from the Township of East Greenwich and the County of Gloucester. As per a letter dated September 12, 2005, the subject offers "Certification" for the 77 building lots for individual sewage systems. The letter is exhibited within this Addendum.
4. As per the Subdivision Maps, which are exhibited, the subject offers a total land area of

Additional Addendum B  
Section I



Copy of Subdivision Plans

Additional Hydrology  
Section I





APPENDIX A:

Standard Industrial Codes

0110	CASH GRAINS	0279	ANIMAL SPECIALTIES, NEC
0111	WHEAT	0291	GENERAL FARMS, PRIM LIVESTOCK & ANIMAL
0112	RICE	0711	SOIL PREPARATION SERVICES
0115	CORN	0721	CROP PLANTING, CULTIVATING AND PROTECTING
0116	SOYBEANS	0722	CROP HARVESTING, PRIMARILY BY MACHINE
0119	CASH GRAINS, NEC	0723	CROP PREPARATION SERVICES FOR MARKET, EXCEPT COTTON GINNING
0131	COTTON	0724	COTTON GINNING
0132	TOBACCO	0741	VETERINARY SERVICES FOR LIVESTOCK
0133	SUGARCANE AND SUGAR BEETS	0742	VETERINARY SERVICES FOR ANIMAL SPECIALTIES
0134	IRISH POTATOES	0751	LIVESTOCK SERVICES, EXCEPT VETERINARY
0139	FIELD CROPS, EX CASH GRAINS, NEC	0752	ANIMAL SPECIALTY SERVICES, EXCEPT VETERINARY
0161	VEGETABLES AND MELONS	0761	FARM LABOR CONTRACTORS AND CREW LEADERS
0171	BERRY CROPS	0762	FARM MANAGEMENT SERVICES
0172	GRAPES	0781	LANDSCAPE CONSULTING AND PLANNING
0173	TREE NUTS	0782	LAWN AND GARDEN SERVICES
0174	CITRUS FRUITS	0783	ORNAMENTAL SHRUB AND TREE SERVICES
0175	DECIDUOUS TREE FRUITS	0811	TIMBER TRACTS
0179	FRUIT AND TREE NUTS, NEC.	0831	FOREST NURSERIES & GATHER- OF FOREST PRODUCTS
0181	ORNAMENTAL NURSERY PROD	0851	FORESTRY SERVICES
0182	FOOD CROPS GROWN UNDER COVER	0912	FINFISH
0191	GENERAL FARMS, PRIMARILY CROP	0913	SHELLFISH
0211	BEEF CATTLE FEEDLOTS	0919	MISCELLANEOUS MARINE PRODUCTS
0212	BEEF CATTLE, EXCEPT FEEDLOTS	0921	FISH HATCHERIES AND PRESERVES
0213	HOGS	0971	HUNTING, TRAPPING, AND GAME PROPAGATION
0214	SHEEP AND GOATS		
0219	GENERAL LIVESTOCK EX DAIRY & POULTRY		
0241	DAIRY FARMS		
0251	BROILER, FRYER & ROASTER CHICKENS		
0252	CHICKEN EGGS		
0253	TURKEY AND TURKEY EGGS		
0254	POULTRY HATCHERIES		
0259	POULTRY & EGGS, NEC		
0271	FUR-BEARING ANIMALS AND RABBITS		
0272	HORSES AND OTHER EQUINES		
0273	ANIMAL AQUACULTURE		

Amended: 08/17/2010

Y



Copy of Appraisal Order Checklist

To be replaced

STATE AGRICULTURE DEVELOPMENT COMMITTEE  
FARMLAND PRESERVATION PROGRAM

Appraisal Order Checklist

An appraiser shall not bid on or accept any SADC funded appraisal assignment without this list being completely filled out and signed

Applicant:

Owner: Yes X No  
Contract Purchaser: Yes No

Farm Name: Bezr Homes, LLC & NAR Farms LLC

Farm Owner: \_\_\_\_\_  
Location/Address: Wolfer + Station 6 KMS Highway

Block/Lot: 1102 Lots 1, 2.01, 2.06, 3, 3.02, 5, 7

Municipality: East Greenwich

County: Gloucester

Gross Acreage \_\_\_\_\_ 4.5  
Total Acreage excepted out \_\_\_\_\_ 1.2

Total Acreage attributed to Tidelands, Riparian or Border Water \_\_\_\_\_  
(Do not deduct freshwater, mod-ag wetlands or interior water - consult SADC for acreage)

Acreage to be valued \_\_\_\_\_ 1.4  
(Appropriate direction concerning significant riparian or boundary waters shall be provided to the appraiser)

Date of Value to be appraised October 3, 2011  
(Planning Incentive Grant appraisals are required to be as of the same date of value for both appraisers.)

Exceptions  
(all exception locations must be located on mapping)

Exception Type:	Non-severable	# <u>1</u> restricted to <u>1</u> unit(s)
	Severable	# _____ restricted to _____ unit(s)
Purpose of Exceptions:	Around existing dwelling or non-ag use	_____
	Future Dwelling or non-ag use	<u>X</u>
	Easement (specify type)	_____
	Other (specify):	_____

Other Housing Opportunities on premises to be preserved.

Existing residences:	# _____	House size limitation _____ sq. ft.
RDSOs:	# _____	House size limitation _____ sq. ft.
Agricultural Labor Housing:	# _____	House size limitation _____ sq. ft.

House size limitations or exception restrictions (describe in detail):



- to appraise Pinelands Properties.
- County Fee simple Purchase: \_\_\_\_\_
- Planning Incentive Grant (County):   X
- Planning Incentive Grant (Municipal): \_\_\_\_\_
- Planning Incentive Grant Fee Simple (County): \_\_\_\_\_
- Planning Incentive Grant Fee Simple (Municipal): \_\_\_\_\_
- SADC Direct Easement Purchase: \_\_\_\_\_
- SADC Fee Simple Acquisition: \_\_\_\_\_
- Nonprofit Grant Program (Easement): \_\_\_\_\_
- Nonprofit Grant Program (Fee) : \_\_\_\_\_
- SADC Resale Fee Simple: \_\_\_\_\_

Transfer Development Rights: (fill out only if property is in a transfer development rights program)

- Subject Property is in a: \_\_\_\_\_ Sending Zone \_\_\_\_\_ Receiving Zone
- TDR Program is: \_\_\_\_\_ Local \_\_\_\_\_ Regional (Pinelands, Highlands etc.)
- Credits Allotted # \_\_\_\_\_ Verified. Source: \_\_\_\_\_
- Credits Estimated# \_\_\_\_\_ Verified. Source: \_\_\_\_\_
- Credits being retired by preservation # \_\_\_\_\_
- Credits being retained by landowner # \_\_\_\_\_

Appraisal Instruction:

Appraiser is required to appraise this property under:

- Current zoning   X   Zoning Code (s) RR-2001S
- Zoning and environmental conditions in place as of 1/1/04 Yes    No

Zoning Code(s) \_\_\_\_\_  
 The dual appraisal provision of the Highlands Act sunset on June 30, 2009. [Whereas the provision is not currently applicable, this does not preclude the ordering entity (County, Municipality, Non-Profit, SADC) from appraising the application under both "current" and "1/1/04" zoning in the event the Legislature makes this provision available again in the future.] - To be removed  
 The provision has been extended by the Governor and NJ Legislature until June 30, 2014 only for properties located within the boundaries of the Highlands Preservation or Planning Areas that also continue to meet one of the below described conditions. Appraisal assignments should identify the 1/1/04 valuation as Hypothetical in their appraisals.

• Transfer Development Rights: (fill out only if property is in a transfer development rights program)

- Subject Property is in a: \_\_\_\_\_ Sending Zone \_\_\_\_\_ Receiving Zone
- TDR Program is: \_\_\_\_\_ Local \_\_\_\_\_ Regional (Pinelands, Highlands etc.)
- Credits Allotted # \_\_\_\_\_ Verified. Source: \_\_\_\_\_
- Credits Estimated# \_\_\_\_\_ Verified. Source: \_\_\_\_\_

Reason for Instruction:

- Property is in the Highlands: \_\_\_\_\_ Preservation Area \_\_\_\_\_ Planning Area ( Property must also qualify under one of the following)
- Applicant owned the property as of 8/10/04: \_\_\_\_\_
- Applicant is an immediate family member of the owner that owned the property as of 8/10/04: \_\_\_\_\_
- Applicant is a farmer as defined by the SADC: \_\_\_\_\_
- (See Attachment A)
- Applicant is a governmental unit that acquired the property from a

- a. farmer: \_\_\_\_\_
- b. original owner of property as of 8/10/04: \_\_\_\_\_
- c. immediate family member of the owner as of 8/10/04: \_\_\_\_\_
  
- Applicant is a nonprofit organization that acquired the property from a
  - a. farmer: \_\_\_\_\_
  - b. original owner of property as of 8/10/04: \_\_\_\_\_
  - c. immediate family member of the owner as of 8/10/04: \_\_\_\_\_
  
- Property is located within 300 feet of a Category 1 stream or river: \_\_\_\_\_  
If yes,
  - Property is within \_\_\_\_\_ feet of a Category 1 stream or river: NO
  - or
  - Property has a category 1 stream or river within its boundaries: \_\_\_\_\_  
o (See Attachment A)

Other (Include special instructions here or attach):

*see attached final survey & resolutions  
and other approvals documents enclosed  
with application*

The appraiser shall consider the impact of all exceptions, non-agricultural uses and effect of improvements as listed in the attached subject application in conformance with the SADC Appraisal Handbook.

Signed,



(Program Administrator)

5/23/11  
Date

\*This form shall be completed by the contracting agency and shall be contained as an addendum in the appraisal report.

Enclosure:

Attachment A - Definition of a farmer  
- Surface Water Quality Standards for New Jersey Guidelines

ATTACHMENT "A"

Definition of Farmer (N.J.A.C. 2:76-10.5(b)3):

Farmer means an owner or operator of a farming operation who during the calendar year immediately preceding submittal of a farmland preservation application, realized gross sales of at least \$2,500 of agricultural or horticultural products produced on the farming operation exclusive of an income received for rental of lands.

Surface Water Quality Standards for New Jersey Waters  
(Guidelines)

The SADC is requesting that all County Agriculture Development Boards (CADB), Planning Incentive Grant (PIG) Municipalities, and Non-Profit Organizations (NPO) incorporate New Jersey's Surface Water Quality Standards, in accordance with "Surface Water Quality Standards for New Jersey Waters" as designated in N.J.A.C. 7:9 B., into the Farmland Preservation Program appraisal process.

The New Jersey Department of Environmental Protection (NJDEP) has made two GIS data sets available for use as a guide; Surface Water Quality Standards (SWQS) and Storm Water Rule Areas Affected by 300 Foot Buffer (strmwtrupel). This data is a digital representation of New Jersey's Surface Water Quality Standards in accordance with "Surface Water Quality Standards for New Jersey Waters" as designated in N.J.A.C. 7:9 B. The SWQS file contains the streams for NJ and has an attribute field, "ANTIDEG", that identifies the stream classification. The "ANTIDEG" field has Category 1 streams coded as C1. The strmwtrupel file contains the HUC14 stream basins affected by C1 streams. The SWQS and strmwtrupel GIS files are available for download at <http://www.nj.gov/dep/gis/newdata.htm>. The files are in a .ZIP format and contain ARC/GIS shape files.

Much caution must be exercised when utilizing these two GIS data sets. Close attention must be paid to the following issues:

- ❖ Make sure you download the most up-to-date files. Files with a publication date of 08/09/05 and strmwtrupel with a publication date of 08/24/04 are the most current files as of 8/15/05. Users should check the NJDEP web page periodically for updated releases. Changes are being made as needed and there is no regular schedule for updates.
- ❖ Read the metadata carefully because there are many limitations to this data.
- ❖ These GIS layers are supplemental only and are not legally binding. When interpreting the surface water quality standards, the Surface Water Quality Standards regulations at N.J.A.C. 7:9B always take precedence.
- ❖ Not all tributaries that drain into a C1 stream have been mapped. The rule establishes an additional requirement for projects which are located along a C1 stream and those projects located upstream of a C1 segment within the sub-watershed or HUC 14. Basically, this rule applies to stream features that NJDEP hasn't mapped.
- ❖ The strmwtrupel data is out of sync with the SWQS data. The SWQS data has had additional streams added to the inventory but the strmwtrupel has not been updated to include the HUC14 basins affected by the additional streams.
- ❖ The SWQS data is a line feature and only delineates the centerline of the stream. The 300-foot buffer should be from the bank of the stream. Depending on the width of the stream, much of the buffer area would be over water. Therefore, it is not recommended that 300-foot buffers be generated from this data set.

These GIS layers are informational only and are not legally binding. When interpreting the Surface Water Quality Standards, the written standards always take precedence. Considering all the issues associated with this data, I recommend field verification for C1 streams.

The following links are to background information on the SWQS for your reference.

<http://www.state.nj.us/dep/watershedmgt/rules.htm>  
<http://www.state.nj.us/dep/wmm/sgwat/sgwqt.html>  
<http://www.state.nj.us/dep/wmm/sgwat/amendsummary.html>

S:\APP\HANDBOOK\Handbook 2010\Handbook 2010 - Draft 2.doc

Copy of NJ DEP Letter of Interpretation

James E. McGreevey  
Governor

  
State of New Jersey  
Department of Environmental Protection  
Land Use Regulation Program  
P.O. Box 439, Trenton, NJ 08646-0439  
Fax # (609) 292-8115  
www.state.nj.us/dep/landuse

Division of Land Use  
Certification

Francis Pandullo  
FPPE Consulting Engineerings, Inc.  
1312 New Road, P.O. Box 199  
Northfield, NJ 08225

MAR 01 2004

RE: Letter of Interpretation/Line Verification  
File No.: 0803-03-00010.1 (FWW 030001)  
Applicant: Ronald Zeck  
Block(s): 1102; Lot(s): 1, 2, 2.01, 3, 3.02, & 7  
Harrison Township, Gloucester County

Dear Mr. Pandullo:

This letter is in response to your request for a Letter of Interpretation to verify the jurisdictional boundary of the freshwater wetlands and waters on the referenced property.

In accordance with agreements between the State of New Jersey Department of Environmental Protection, the U.S. Army Corps of Engineers Philadelphia and New York Districts, and the U.S. Environmental Protection Agency, the NJDEP Land Use Regulation Program is the lead agency for establishing the extent of State and Federally regulated wetlands and waters. The USEPA and/or USACOE retains the right to reevaluate and modify the jurisdictional determination at any time should the information prove to be incomplete or inaccurate.

Based upon the information submitted, and upon a site inspection conducted on January 22, 2004 and February 20, 2004, the Land Use Regulation Program has determined that the wetlands and waters boundary lines as shown on one (1) sheet entitled: "WETLANDS DELINEATION MAP, KINGS GATE WEST, TOMLIN STATION ROAD AND KINGS HIGHWAY, BLOCK 1102, LOT 1, 2, 2.01, 3, 3.02, AND 7, TOWNSHIP OF EAST GREENWICH, GLOUCESTER COUNTY, NEW JERSEY", dated 5/10/03, last revised 2/6/04, and prepared by Francis Pandullo of FPPE Consulting Engineering, Inc., is accurate as shown.

Any activities regulated under the Freshwater Wetlands Protection Act proposed within the wetlands or transition areas or the deposition of any fill material into any water area, will require a permit from this office unless exempted under the Freshwater Wetlands Protection Act, N.J.S.A. 13:9B-1 et seq., and implementing rules, N.J.A.C. 7:7A. A copy of this plan, together with the information upon which this boundary determination is based, has been made part of the Program's public records.

Pursuant to the Freshwater Wetlands Protection Act Rules (N.J.A.C. 7:7A-1 et seq.), you are entitled to rely upon this jurisdictional determination for a period of five years from the date of this letter.

New Jersey is an Equal Opportunity Employer  
Recycled Paper

The freshwater wetlands and waters boundary line(s), as determined in this letter, must be shown on any future site development plans. The line(s) should be labeled with the above LURP file number and the following note: "Freshwater Wetlands/Waters Boundary Line as verified by NJDEP on January 22, 2004 and February 20, 2004, File No. 0903-03-0010.1-FWLI."

The Department has determined that the wetlands/waters on the subject property labeled C-11.1, C-21 and A-1 to A-13, are classified as State open water and the standard transition area or buffer required adjacent to these waters is 0 feet. All remaining wetlands on the subject property are classified as intermediate resource value and the standard transition area or buffer required adjacent to these wetlands is 50 feet. These classifications may affect the requirements for an Individual Wetlands Permit (see N.J.A.C. 7:7A-7), the types of Statewide General Permits available for the wetlands portion of this property (see N.J.A.C. 7:7A-5) and the modification available through a transition area waiver (see N.J.A.C. 7:7A-6). Please refer to the Freshwater Wetlands Protection Act (N.J.S.A. 13:9B-1 et seq.) and implementing rules for additional information.

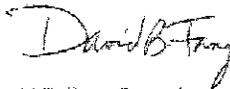
It should be noted that these determinations of wetlands classification are based on the best information presently available to the Department. The classifications are subject to change if this information is no longer accurate, or as additional information is made available to the Department, including, but not limited to, information supplied by the applicant.

This letter in no way legalizes any fill which may have been placed, or other regulated activities which may have occurred on-site. Also this determination does not affect your responsibility to obtain any local, State, or Federal permits which may be required.

In accordance with N.J.A.C. 7:7A-1.7, any person who is aggrieved by this decision may request a hearing within 30 days of the decision date by writing to: New Jersey Department of Environmental Protection, Office of Legal Affairs, Attention: Adjudicatory Hearing Requests, P.O. Box 402, Trenton, NJ 08625-0402. This request must include a completed copy of the Administrative Hearing Request Checklist.

Please contact Brett N. Kosowski of our staff at (609) 292-1233 should you have any questions regarding this letter. Be sure to indicate the Program's file number in all communication.

Sincerely,



David B. Fenz, Supervisor  
Bureau of Coastal Regulation

c. NJDEP, Bureau of Land Use & Coastal Enforcement  
Municipal Clerk  
Municipal Construction Official

Sample Copy of Deed of Easement

E3-E

DEED OF EASEMENT

STATE OF NEW JERSEY  
AGRICULTURE RETENTION AND DEVELOPMENT PROGRAM

This Deed is made \_\_\_\_\_, 20\_\_\_\_\_

BETWEEN \_\_\_\_\_, whose address is \_\_\_\_\_ and is referred to as the Grantor;

AND \_\_\_\_\_, whose address is \_\_\_\_\_ and is referred to as the Grantee and/or Board.

The Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns grants and conveys to the Grantee a development easement and all of the nonagricultural development rights and credits on the Premises, located in the Township of \_\_\_\_\_, County of \_\_\_\_\_, described in the attached Schedule A, and, for the limited purpose of the restrictions contained in Paragraph 13(b), the tract of land described in the attached Schedule C, which schedules are incorporated by reference in this Deed of Easement, for and in consideration of the sum of \_\_\_\_\_ Dollars.

Any reference in this Deed of Easement to "Premises" refers to the property described in Schedule A, and, for the limited purpose of the restrictions contained in Paragraph 13(b), to the tract of land described in Schedule C.

The tax map reference for the Premises is:

Township of \_\_\_\_\_  
Block \_\_\_\_\_, Lot \_\_\_\_\_

WHEREAS, the legislature of the State of New Jersey has declared that the development of agriculture and the retention of farmlands are important to the present and future economy of the State and the welfare of the citizens of the State; and

WHEREAS, the Grantor is the sole and exclusive owner of the Premises; and

WHEREAS, the Grantee believes that the retention and preservation of agricultural lands is beneficial to the public health, safety and welfare of the citizens of \_\_\_\_\_ County;

NOW THEREFORE, THE GRANTOR, GRANTOR'S HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL OR LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS PROMISES that the Premises will be owned, used and conveyed subject to, and not in violation of the following restrictions:

1. Any development of the Premises for nonagricultural purposes is expressly prohibited.

2. The Premises shall be retained for agricultural use and production in compliance with N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, and all other rules promulgated by the State Agriculture Development Committee, (hereinafter Committee). Agricultural use shall mean the use of the Premises 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.

3. Grantor certifies that at the time of the application to sell the development easement to the Grantee and at the time of the execution of this Deed of Easement the nonagricultural uses indicated on attached Schedule (E) existed on the Premises. All other nonagricultural uses are prohibited except as expressly provided in this Deed of Easement.

Prepared by: \_\_\_\_\_

4. All nonagricultural uses, if any, existing on the Premises at the time of the landowner's application to the Grantee as set forth in Section 3 above may be continued and any structure may be restored or repaired in the event of partial destruction thereof, subject to the following:

- i. No new structures or the expansion of pre-existing structures for nonagricultural use are permitted;
- ii. No change in the pre-existing nonagricultural use is permitted;
- iii. No expansion of the pre-existing nonagricultural use is permitted; and
- iv. In the event that the Grantor abandons the pre-existing nonagricultural use, the right of the Grantor to continue the use is extinguished.

5. No sand, gravel, loam, rock, or other minerals shall be deposited on or removed from the Premises excepting only those materials required for the agricultural purpose for which the land is being used.

6. No dumping or placing of trash or waste material shall be permitted on the Premises unless expressly recommended by the Committee as an agricultural management practice.

7. No activity shall be permitted on the Premises which would be detrimental to drainage, flood control, water conservation, erosion control, or soil conservation, nor shall any other activity be permitted which would be detrimental to the continued agricultural use of the Premises.

- i. Grantor shall obtain within one year of the date of this Deed of Easement, a farm conservation plan approved by the local soil conservation district.
- ii. Grantor's long term objectives shall conform with the provisions of the farm conservation plan.

8. Grantee and Committee and their agents shall be permitted access to, and to enter upon, the Premises at all reasonable times, but solely for the purpose of inspection in order to enforce and assure compliance with the terms and conditions of this Deed of Easement. Grantee agrees to give Grantor, at least 24 hours advance notice of its intention to enter the Premises, and further, to limit such times of entry to the daylight hours on regular business days of the week.

9. Grantor may use the Premises to derive income from certain recreational activities such as hunting, fishing, cross country skiing and ecological tours, only if such activities do not interfere with the actual use of the land for agricultural production and that the activities only utilize the Premises in its existing condition. Other recreational activities from which income is derived and which alter the Premises, such as golf courses and athletic fields, are prohibited.

10. Nothing shall be construed to convey a right to the public of access to or use of the Premises except as stated in this Deed of Easement or as otherwise provided by law.

11. Nothing shall impose upon the Grantor any duty to maintain the Premises in any particular state, or condition, except as provided for in this Deed of Easement.

12. Nothing in this Deed of Easement shall be deemed to restrict the right of Grantor, to maintain all roads and trails existing upon the Premises as of the date of this Deed of Easement. Grantor shall be permitted to construct, improve or reconstruct any roadway necessary to service crops, bogs, agricultural buildings, or reservoirs as may be necessary.

13(a). At the time of this conveyance, Grantor has existing single family residential buildings on the Premises and residential buildings used for agricultural labor purposes. Grantor may use, maintain, and improve existing buildings on the Premises subject to the following conditions:

- i. Improvements to agricultural buildings shall be consistent with agricultural uses;
- ii. Improvements to residential buildings shall be consistent with agricultural or single and extended family residential uses. Improvements to residential buildings for the purpose of housing agricultural labor are permitted only if the housed agricultural labor is employed on the Premises; and
- iii. Improvements to recreational buildings shall be consistent with agricultural or recreational uses.

13(b). Grantor, their heirs, executors, administrators, personal or legal representatives, successors and assigns may use and maintain the Exception Area, as described in the attached Schedule C, subject to the following conditions:

sample conditions:

- a. the Exception Area shall not be severed or subdivided from the Premises
- b. the Exception area may be severed and subdivided from the Premises
- c. the Exception Area shall be limited to one residential unit
- d. (Right to Farm Language if Exception is Non-Severable)

Grantors, grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns or any person who is occupying or residing on the Exception Area as well as the heirs, executors, administrators, personal or legal representatives, successors and assigns of all such persons are hereby notified and made aware that the Exception Area is adjacent to a parcel ("Premises") permanently deed restricted under the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. Such persons occupying or residing on the Exception Area are notified and made aware that agriculture is the accepted and preferred use of the adjacent Premises and that the adjacent Premises shall continue in agricultural use as defined in Section 2 of the Deed of Easement.

- e. (Right to Farm Language if Exception is Severable)

Grantors, grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns or any person to whom title to the Exception Area is transferred as well as the heirs, executors, administrators, personal or legal representatives, successors and assigns of all such persons are hereby notified and made aware that the Exception Area is adjacent to a parcel ("Premises") permanently deed restricted under the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq. Such persons taking title to the Exception Area are notified and made aware that agriculture is the accepted and preferred use of the adjacent Premises and that the adjacent Premises shall continue in agricultural use as defined in Section 2 of the Deed of Easement.

14. Grantor may construct any new buildings for agricultural purposes. The construction of any new buildings for residential use, regardless of its purpose, shall be prohibited except as follows:

- i. To provide structures for housing of agricultural labor employed on the Premises but only with the approval of the Grantee and the Committee. If Grantee and the Committee grant approval for the construction of agricultural labor housing, such housing shall not be used as a residence for Grantor, Grantor's spouse, Grantor's parents, Grantor's lineal descendants, adopted or natural, Grantor's spouse's parents, Grantor's spouse's lineal descendants, adopted or natural; and
- ii. To construct a single family residential building anywhere on the Premises in order to replace any single family residential building in existence at the time of conveyance of this Deed of Easement but only with the approval of the Grantee and Committee.
- iii. \_\_\_\_\_ residual dwelling site opportunity(ies) have been allocated to the Premises pursuant to the provisions of N.J.A.C. 2:76-6.17, "Residual Dwelling Site Opportunity". The Grantor's request to exercise a residual dwelling site opportunity shall comply with the rules promulgated by the Committee in effect at the time the request is initiated.

In the event a division of the Premises occurs in compliance with deed restriction No. 15 below, the Grantor shall prepare or cause to be prepared a Corrective Deed of Easement reflecting the reallocation of the residual dwelling site opportunities to the respective divided lots. The Corrective Deed shall be recorded with the County Clerk. A copy of the recorded Corrective Deed shall be provided to the Grantee and Committee.

In the event a residual dwelling site opportunity has been approved by the Grantee, the Grantor shall prepare or cause to be prepared a Corrective Deed of Easement at the time of Grantee's approval. The Corrective Deed of Easement shall reflect the reduction of residual dwelling site opportunities allocated to the Premises. The Corrective Deed shall be recorded with the

County Clerk. A copy of the recorded Corrective Deed shall be provided to the Grantee and Committee.

(OR)

- iii. No residual dwelling site opportunities have been allocated pursuant to the provisions of N.J.A.C. 2:76-6.17. No residential buildings are permitted on the Premises except as provided in this Deed of Easement.

For the purpose of this Deed of Easement:

"Residual dwelling site opportunity" means the potential to construct a residential unit and other appurtenant structures on the Premises in accordance with N.J.A.C. 2:76-6.17.

"Residual dwelling site" means the location of the residential unit and other appurtenant structures.

"Residential unit" means the residential building to be used for single family residential housing and its appurtenant uses. The construction and use of the residential unit shall be for agricultural purposes.

"Use for agricultural purposes" as related to the exercise of a residual dwelling site opportunity and the continued use of the residential unit constructed thereto, means at least one person residing in the residential unit shall be regularly engaged in common farmsite activities on the Premises 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, water management and grazing.

15. The land and its buildings which are affected may be sold collectively or individually for continued agricultural use as defined in Section 2 of this Deed of Easement. However, no division of the land shall be permitted without the joint approval in writing of the Grantee and the Committee. In order for the Grantor to receive approval, the Grantee and Committee must find that the division shall be for an agricultural purpose and result in agriculturally viable parcels. Division means any division of the Premises, for any purpose, subsequent to the effective date of this Deed of Easement.

- i. For purposes of this Deed of Easement, "Agriculturally viable parcel" means that each parcel is capable of sustaining a variety of agricultural operations that yield a reasonable economic return under normal conditions, solely from each parcel's agricultural output.

16. In the event of any violation of the terms and conditions of this Deed of Easement, Grantee or the Committee may institute, in the name of the State of New Jersey, any proceedings to enforce these terms and conditions including the institution of suit to enjoin such violations and to require restoration of the Premises to its prior condition. Grantee or the Committee do not waive or forfeit the right to take any other legal action necessary to insure compliance with the terms, conditions, and purpose of this Deed of Easement by a prior failure to act.

17. This Deed of Easement imposes no obligation or restriction on the Grantor's use of the Premises except as specifically set forth in this Deed of Easement.

18. This Deed of Easement is binding upon the Grantor, the Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns and the Grantee; it shall be construed as a restriction running with the land and shall be binding upon any person to whom title to the Premises is transferred as well as upon the heirs, executors, administrators, personal or legal representatives, successors, and assigns of all such persons.

19. Throughout this Deed of Easement, the singular shall include the plural, and the masculine shall include the feminine, unless the text indicates otherwise.

20. The word 'Grantor' shall mean any and all persons who lawfully succeed to the rights and responsibilities of the Grantor, including but not limited to the Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns.

21. Wherever in this Deed of Easement any party shall be designated or referred to by name or general reference, such designation shall have the same effect as if the words, 'heirs, executors, administrators, personal or legal representatives, successors and assigns' have been inserted after each and every designation.

22. Grantor, Grantor's heirs, executors, administrators, personal or legal representatives, successors and assigns further transfers and conveys to Grantee all of the nonagricultural development rights and development credits appurtenant to the lands and Premises described herein. Nothing contained herein shall preclude the conveyance or retention of said rights by the Grantee as may be permitted by the laws of the State of New Jersey in the future. In the event that the law permits the conveyance of said development rights, Grantee agrees to reimburse the Committee (\_\_\_\_\_) percent of the value of the development rights as determined at the time of the subsequent conveyance.

23. That portion of the net proceeds, representing the value of the land only (and not the value of the improvements), of a condemnation award or other disposition of the Premises following termination of this Deed of Easement, as permitted pursuant to N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, shall be distributed among the Grantor and the Grantee in shares in proportion to the fair market value of their interests in the Premises on the date of execution of this Deed of Easement. For this purpose, the Grantee's allocable share of the proceeds shall be the net proceeds multiplied by a fraction, the numerator of which is the fair market value of the development easement as certified by the Committee at the time of the initial acquisition and the denominator of which is the full fair market value of the unrestricted Premises as certified by the Committee at the time of the initial acquisition, which is identified as ( / ).

Furthermore, the Grantee's proceeds shall be distributed among the Grantee and the Committee in shares in proportion to their respective cost share grants on the date of execution of this Deed of Easement. The Grantee shall use its share of the proceeds in a manner consistent with the provisions of N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32.

24. No historic building or structure located on the Premises may be demolished by the grantor or any other person without the prior approval of the State Agriculture Development Committee. Historic building or structure is a building or structure that, as of the date of this Deed of Easement, has been included in the New Jersey Register of Historic Places established pursuant to N.J.S.A. 13:1B-15.128 et seq.

The Grantor signs this Deed of Easement as of the date of the top of the first page. If the Grantor is a corporation, this Deed of Easement is signed and attested to by its proper corporate officers, and its corporate seal, if any, is affixed.

\_\_\_\_\_  
(L.S.)  
\_\_\_\_\_  
(L.S.)  
\_\_\_\_\_  
(Corporate Seal)  
Secretary  
(For use by corporations only)

(INDIVIDUAL ACKNOWLEDGMENT)

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS.:

I CERTIFY that on \_\_\_\_\_, 20 \_\_\_\_\_,

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

- (a) is named in and personally signed this DEED OF EASEMENT;
- (b) signed, sealed and delivered this DEED OF EASEMENT as his or her act and deed;
- (c) made this DEED OF EASEMENT for and in consideration of mutual obligations and benefits to each party; and
- (d) the actual and true consideration paid for this instrument is \$ \_\_\_\_\_.

\_\_\_\_\_  
Print name and title below signature

(CORPORATE ACKNOWLEDGMENT)

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS.:

S:\Deed of easement form\Counties\county-owned (no inchoate language)\standard E3E with exception.doc

I CERTIFY that on \_\_\_\_\_ 20 \_\_\_\_, the subscriber \_\_\_\_\_, personally appeared before me, who, being by me duly sworn on his or her oath, deposes and makes proof to my satisfaction, that he or she is the Secretary of \_\_\_\_\_, the Corporation named in the within Instrument; that \_\_\_\_\_ is the President of said Corporation; that the execution, as well as the making of this Instrument, has been duly authorized by a proper resolution of the Board of Directors of the said Corporation, that deponent well knows the corporate seal of said Corporation; and that the seal affixed to said Instrument is the proper corporate seal and was thereto affixed and said Instrument signed and delivered by said President as and for the voluntary act and deed of said Corporation, in presence of deponent, who thereupon subscribed his or her name thereto as attesting witness; and that the full and actual consideration paid to purchase a development easement as evidenced by the DEED OF EASEMENT is \$ \_\_\_\_\_ and the mutual obligations and benefits contained herein.

Sworn to and subscribed before me, the date aforesaid

\_\_\_\_\_  
Print name and title below signature

**(COUNTY AGRICULTURE DEVELOPMENT BOARD)**

THE UNDERSIGNED, being Chairperson of the \_\_\_\_\_ County Agriculture Development Board, hereby accepts and approves the foregoing restrictions, benefits and covenants.

ACCEPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
County Agriculture Development Board

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS.:

I CERTIFY that on \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction that this person: (a) is named in and personally signed this DEED OF EASEMENT, (b) signed, sealed and delivered this DEED OF EASEMENT as the Board's act and deed; and (c) is the Chairperson of the \_\_\_\_\_ County Agriculture Development Board.

\_\_\_\_\_  
Print name and title below signature

**COUNTY BOARD OF CHOSEN FREEHOLDERS)**

THE UNDERSIGNED, being \_\_\_\_\_ of the \_\_\_\_\_ County Board of Chosen Freeholders, hereby accepts and approves the foregoing restrictions, benefits and covenants.

ACCEPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

\_\_\_\_\_  
Print name and title below signature  
County Board of Chosen Freeholders

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS.:

S:\Deed of easement forms\Counties\county-owned (no inchoate language)\standard E3E with exception.doc

I CERTIFY that on \_\_\_\_\_, 200 ,

\_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction that this person:

- (a) is named in and personally signed this Deed of Easement;
- (b) signed, sealed and delivered this Deed of Easement as the Freeholder Board's act and deed; and
- (c) Is the Administrator / Freeholder Clerk of the \_\_\_\_\_ County Board of Chosen Freeholders.

Signed and sworn to before me on \_\_\_\_\_

\_\_\_\_\_  
Print name and title below signature  
\_\_\_\_\_ County Board of Chosen Freeholders

**(STATE AGRICULTURE DEVELOPMENT COMMITTEE)**

The State Agriculture Development Committee has approved the purchase of the development easement on the Premises pursuant to the Agriculture Retention and Development Act, N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, and has authorized a grant of \_\_\_\_\_% of the purchase price of the development easement to \_\_\_\_\_ County in the amount of \$ \_\_\_\_\_.

\_\_\_\_\_  
Susan E. Craft, Executive Director  
State Agriculture Development Committee

\_\_\_\_\_  
Date

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS.:

I CERTIFY that on \_\_\_\_\_, 20 \_\_\_\_\_,

\_\_\_\_\_ personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed this DEED OF EASEMENT,
- (b) signed, sealed and delivered this DEED OF EASEMENT as the Committee's act and deed, and
- (c) is the Executive Director of the State Agriculture Development Committee.

\_\_\_\_\_  
Print name and title below signature



**Qualifications of**

**Albert R Crosby, Jr., CTA**

**Professional Position**

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

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

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

**Professional Affiliations & Licenses**

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

Certified Tax Assessor (CTA), State of New Jersey

Associate Member of the Appraisal Institute

**Professional Experience**

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

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

**Education**

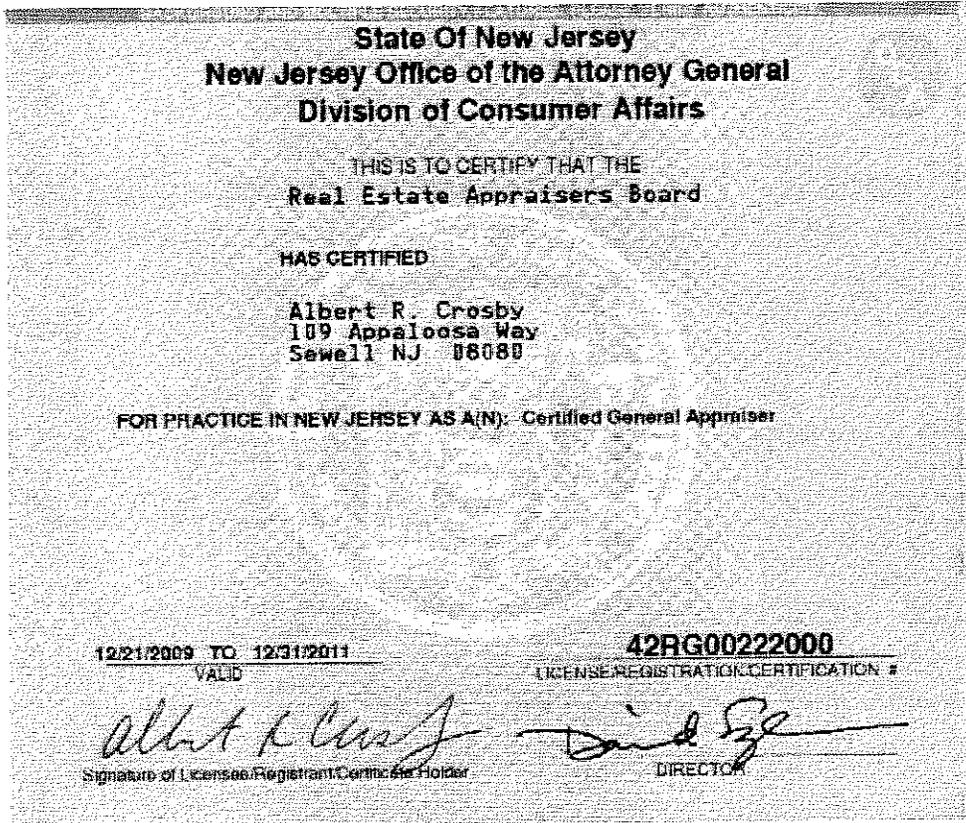
B.S., Accounting, Elon University, Elon College, North Carolina

**Profession Related Courses & Seminars**

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

**Other**

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



**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 SANTO JOSEPH MACCHERONE LOCATED IN THE TOWNSHIP OF  
SOUTH HARRISON KNOWN AS BLOCK 1, LOTS 2, 3, 6, AND BLOCK 5, LOT 4,  
CONSISTING OF 110.321 TOTAL ACRES, FOR THE AMOUNT OF \$1,312,819.90  
(CERTIFIED AT \$11,900.00 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**, **Santo Joseph Maccherone**, having presented himself as the owner of the land and premises located in the **Township of South Harrison** (hereinafter the "Township"), **and known as Block 1, Lots 2, 3, 6, and Block 5, Lot 4, on the Official Tax Map of the Township (hereinafter collectively the "Property")**, which consists of approximately **110.321 acres**; and made application to the County seeking to have the County purchase development easements in the Property; and

**WHEREAS**, **Santo Joseph Maccherone**, 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 **\$1,312,819.90**, 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 **\$1,312,819.90**, pursuant to CAF# 12-09791, 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 **Santo Joseph Maccherone**, known as **Block 1, Lots 2, 3, 6, and Block 5, Lot 4**, in the Township of South Harrison, County of Gloucester, State of New Jersey for the amount of **\$1,312,819.90**.

2. The conditional Agreement of Sale attached hereto, and made a part hereof, between the County and Santo Joseph Maccherone, in regard to the County's purchase of development easements in the farm premises known as **Block 1, Lots 2, 3, 6, and Block 5, Lot 4**, in the Township of South Harrison, 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

\*\*\*\*\*

SANTO JOSEPH MACCHERONE

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

	<u>Page</u>
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: **Santo Joseph Maccherone**, having an address of 233  
Franklinville Road, Woolwich Township, NJ, 08095  
(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 2, 3, 6, Block 1, and Lot 4, Block 5**, in the  
Township of South Harrison, County of Gloucester, and  
State of New Jersey (hereinafter collectively the  
"Property")

END OF COMMITMENT PERIOD: **At Closing.**

PRICE PER ACRE: **\$ 11,900.00**      ASSUMED ACREAGE: **Approximately**  
110.321 acres

ESTIMATED GROSS SALES PRICE: **\$1,312,819.90**

# OF RESIDENTIAL DWELLING SITE OPPORTUNITIES: **NONE.**

# OF EXCEPTION AREAS: **1 (1.525 acres, 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 (6<sup>th</sup>) 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:**

Santo Joseph Maccherone

BY: \_\_\_\_\_  
Santo Joseph Maccherone

\_\_\_\_\_  
Social Security 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:

BY: \_\_\_\_\_

Date: \_\_\_\_\_

**Santo Joseph Maccherone**

G3

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

Certificate of Availability of Funds

TREASURER'S NO. 12-09791

DATE October 23, 2012

T-03-08-509-372-20548  
BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_

DEPARTMENT Land Preservation

AMOUNT OF CERTIFICATION \$1,312,819.90

COUNTY COUNSEL Gus Knestant

DESCRIPTION: 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 Santo Joseph Maccherone, located in the Township of South Harrison, Known as Block 1, Lots 2, 3, 6 and Block 5, Lot 4 consisting of 110,321 acres, for the amount of \$1,312,819.90. (certified at \$11,900.00 per acre).

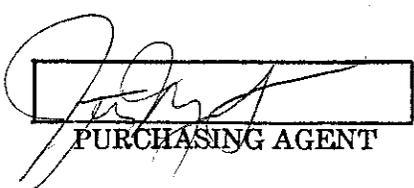
VENDOR: Foundation Title, LLC

ADDRESS: Suite 201  
13000 Lincoln Drive West

Marlton, NJ 08053



DEPARTMENT HEAD APPROVAL

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 10-25-12

*Nov 7th Meeting*

63

*R. W. Frankerfield Associates*

Real Estate Appraiser and Consultant  
521 Middle Road  
Hammonton, New Jersey 08037  
Phone: 609-457-9570  
Fax: 609-704-8665

November 7, 2011

---

Mr. Kenneth Atkinson, Director  
Farmland Preservation Program  
Gloucester County  
1200 North Delsea Drive  
Clayton, NJ 08312

Re: Appraisal of Property Located at

233 Franklinville Road  
Block 1, Lots 2, 3, 6 and Block 5, Lot 4  
South Harrison Township  
Gloucester County, New Jersey

Professional Services Rendered

Appraisal of Santo Joseph Maccherone Property	\$3,250.00
---	------------

Invoice #1117

Total \$3,250.00

sent  
11-7-2011

*R. W. Frankenfield Associates*

Real Estate Appraiser and Consultant  
521 Middle Road  
Hammonton, New Jersey 08037  
Phone: (609) 457-9570  
Fax: (609) 704-8665

**Appraisal Report of**  
**Santo Joseph Maccherone Property**  
**233 Franklinville Road**  
**Block 1, Lots 2, 3, 6 and Block 5, Lot 4**  
**South Harrison Township,**  
**Gloucester County, NJ**

**As of September 10, 2011**

Prepared For  
**Mr. Kenneth Atkinson, Director**  
**Farmland Preservation Program**  
**Gloucester County**  
**1200 North Delsea Drive**  
**Clayton, NJ 08312**

Prepared By  
**Robert W. Frankenfield**  
**SCGRE 42RG00061300**

Dated: **October 21, 2011**

*R. W. Frankenfield Associates*

**Real Estate Appraiser and Consultant**

521 Middle Road

Hammonton, New Jersey 08037

Phone: 609-457-9570

Fax: 609-704-8665

November 3, 2011

Mr. Kenneth Atkinson, Director  
Farmland Preservation Program  
Gloucester County  
1200 North Delsea Drive  
Clayton, New Jersey 08312

**Re: Appraisal Report of Maccherone Property**

233 Franklinville Road

Block 1, Lots 2, 3, 6 and Block 5, Lot 4

South Harrison Township, Gloucester County, New Jersey

Dear Mr. Atkinson:

In accordance with your request for an appraisal of the market value of the above referenced property, I deliver to you a narrative report that describes my method of approach and contains data gathered in my investigation. Your particular attention is directed to the Assumptions and Limiting Conditions.

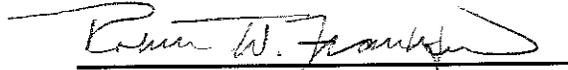
The purpose of this appraisal is to estimate the Market Value of a Development Easement, in fee simple, on the subject property, for the use of the County of Gloucester, the State Agricultural Development Committee and the USDA/NRCS. This self-contained report is prepared according to the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), Uniform Appraisal Standards for Federal Land Acquisitions and appraisal instructions issued by the Natural Resource and Conservation Service (NRCS).

The report is subject to a hypothetical condition which includes an analysis of the subject property as deed restricted (after value) and a Jurisdictional Exception wherein USPAP requires a specific exposure time.

In my opinion, the market value of the fee simple title to the property, as of September 10, 2011, is estimated at:

	<u>Per Acre</u>	<u>Total</u>
Estimate of Property Value, Before:	\$16,101.	\$1,916,000.
Estimate of Property Value, After:	\$ 5,600.	\$ 655,200.
Estimate of Development Easement Value:	\$10,501.	\$1,260,800.

Respectfully Submitted,



Robert W. Frankenfield  
SCGRE 42RG00061300

*R. W. Frankenfield Associates*

## TABLE OF CONTENTS

	<u>Page</u>
<b><u>Part I: Introduction</u></b>	
Letter of Transmittal	1
Table of Contents	4
Certification	5
Summary of Salient Facts	7
Assumptions and Limiting Conditions	8
Scope of the Appraisal	9
Purpose of the Appraisal	12
Summary of Appraisal Problems	12
<b><u>Part II: Factual Data – Before Acquisition</u></b>	
Legal Description	14
County, Township and Neighborhood Data	14
Property Data	
Site	21
Improvements	22
Use History	22
Sales History	23
Assessed Value and Annual Tax Load	23
Zoning and Other Land Use Regulations	23
<b><u>III: Data Analysis and Conclusions – Before Acquisition</u></b>	
Analysis of Highest and Best Use	24
Value Estimate by the Cost Approach	28
Value Estimate by the Sales Comparison Approach	28
Value Estimate by the Income Capitalization Approach	28
Sales Comparison Approach	29
Value Conclusion	48
<b><u>IV: Factual Data – After Acquisition</u></b>	
Legal Description	49
Neighborhood Factors	49
Property Data	
Site	49
Improvements	49
Use History	49
Sales History	49
Assessed Value and Tax Load	50
Zoning and Other Land Use Regulations	50
<b><u>V. Data Analysis and Conclusions – After Acquisition</u></b>	
Analysis of Highest and Best Use	50
Value Estimate by the Cost Approach	50
Value Estimate by the Sales Comparison Approach	50
Value Estimate by the Income Capitalization Approach	50

*R. W. Frankenfield Associates*

Sales Comparison Approach	51
Value Conclusion	71
<b><u>VI. Acquisition Analysis</u></b>	
Recapitulation	72
<b><u>VII. Exhibits and Addenda</u></b>	
Location Map	A-1
Comparable Sales Map	A-2
Tax Map	A-3
Soils Map	A-4
Wetlands Map	A-5
Surface Water Quality Standards	A-6
Preserved Farms & Applications within 2 Miles	A-7
Improvements	A-8
Greenlight Approval and Quality Score Report	A-9
Photos of Subject Property	B-1
Copy of Deeds	C-1
Zoning	D-1
Owner's Letter of Notification	E-1
Property Owner's Application	F-1
Appraiser's Qualifications	G-1
Appraiser's License	H-1
Appraisal Order Checklist	I-1

## CERTIFICATION

I certify that, to the best of my knowledge and belief:

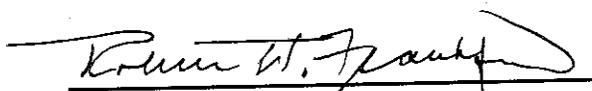
The statements of fact contained in this report are true and correct. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial and unbiased professional analyses, opinions, and conclusions. I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.

I have no bias with respect to any property that is the subject of this report or to the parties involved with this assignment. My engagement in this assignment was not contingent upon developing 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 client, 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. The appraisal was made and the appraisal report prepared in conformity with the reported analyses, opinions, and conclusions were developed, and this report has been prepared in accordance with the *Uniform Appraisal Standards for Federal Land Acquisitions* and Appraisal Instructions issued by the Natural Resource and Conservation Service (NRCS). The appraisal was made and the appraisal report 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*.

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 value and the date of the property inspection is September 10, 2011. The method of inspection was a vehicular tour of the boundaries of the property, accompanied with the owner, Mr. Santo Joseph Maccherone.

In my opinion, as of September 10, 2011, the Market Value of the larger parcel before conveyance of the partial interest is \$1,916,000 and the market value of the remainder, after conveyance of the partial interest is \$655,200.

  
**Robert W. Frankenfield**  
**SCGREA 42RG00061300**

*R. W. Frankenfield Associates*

**SUMMARY OF SALIENT FACTS**

**Owner of Record:** Santo Joseph Maccherone  
**Deed Books/Pages:** 1727/98 and 2770/213

**Location:** 233 Franklinville Road, South Harrison Township  
**Blocks/Lots:** 1/2, 3, 6 and 5/4

**Land**  
**Size:** 119± Acres, Before 1.52 acre Exception  
**Shape:** Irregular  
**Topo/Physical:** Gentle Sloping/Partially wooded  
**Improvements:** Farm Labor Building,

**Restrictions or Special Conditions:** Hypothetical condition: The property is valued as deed restricted on the date of valuation, which is necessary to the assignment. Jurisdictional exception: USPAP requires a specific exposure time be identified in the report.

**Zoning:** AR, Agricultural-Residential District

**Highest & Best Use, Before:** Residential/Agricultural Use  
**Highest & Best Use, After:** Agricultural Use

**Date of Valuation:** September 10, 2011

<b>Final Value Estimate:</b>	<b><u>Per Acre</u></b>	<b><u>Total</u></b>
<b>Estimate of Value, Before:</b>	<b>\$16,101.</b>	<b>\$1,916,000.</b>
<b>Estimate of Value, After:</b>	<b>\$ 5,600.</b>	<b>\$ 655,200.</b>
<b>Estimate of Development Easement Value:</b>	<b>\$10,501.</b>	<b>\$1,260,800.</b>

*R. W. Frankenfield Associates*

## ASSUMPTIONS AND LIMITING CONDITIONS

This report is prepared subject to these assumptions and limiting conditions. Do not rely on this report unless you accept the conditions.

The legal description furnished me is assumed to be correct. No responsibility is assumed for matters legal in nature, nor is any opinion rendered as to the title, which is assumed to be good. Existing liens and encumbrances, if any, have been disregarded and the property is appraised as though free and clear, in fee simple.

Information, land dimensions, sketches, and estimates contained in this report have been obtained from tax maps, recordation, or other sources considered to be reliable. However, the appraiser assumes no responsibility for their accuracy.

The information furnished by others is believed to be reliable and no responsibility is assumed for its accuracy.

Value is reported in dollars on the basis of the national economy prevailing on the date of the appraisal. The distribution of value between land and buildings applies only under the present program of utilization.

The appraiser shall not be required to give testimony or attendance in court by reason of this appraisal, with reference to the property in question, unless arrangements have previously been made.

Titles of land lying in the beds of roads, avenues, highways, streets or rights of way, bounding or crossing the land, herein described, are not insured. Independent access to a street, road, highway is not hereby guaranteed. Subject to the assumptions that any development made pursuant to the opinions, as expressed in the appraisal, will conform to air, noise, and water pollution control standards, may be promulgated from time to time by any municipal, state or federal agency. The valuation of subsurface oil, gas, or mineral rights is not part of the appraisal.

Robert W. Frankenfield prepared the Appraisal Report, for the exclusive use of the County of Gloucester and the New Jersey State Agricultural Development Committee (SADC) and the USDA/NRCS. The information and opinions contained in this Report set forth his 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. The Appraiser accepts no responsibility for damages suffered by any other party as a result of reliance on or decisions made or actions taken based on this Report. Possession of this report, or a copy thereof, does not carry with it the right of publication, nor may it be used for any purpose by any but the applicant without the previous written consent of the appraiser or the applicant, and then only with proper qualification and only in its entirety.

*R. W. Frankenfield Associates*

## Assumptions and Limiting Conditions (continued)

It is likely that tests and inspections made by a qualified hazardous substance and environmental experts would reveal the existence of hazardous materials and environmental conditions on or around the property that would negatively affect its value.

The appraisal is subject to the Rights of the Commissioner of Environmental Protection under the Wetlands Acts of 1970, c. 272 and all rules and regulations by him under this Act to regulate the use of the lands herein described and the activities with respect thereto.

The appraisal is subject to the Rights of the United States of America in any water lying below the high water mark and elevation 10.

**Special Note:** If investigations, special studies including but not limited to legal, engineering, chemical or others, completed by qualified individuals should reveal that facts contained within the assumptions and limiting conditions as set forth above were not known or conveyed to the appraiser as of the date of this report, the undersigned should be apprised of such information to obtain an opinion as to the effect, if any, to the final value estimate.

## SCOPE OF THE APPRAISAL

The scope of work encompasses the necessary research and analysis to prepare an appraisal report. The three major sections of the scope of work are as follows:

- Identify the problem
- Determine the solution
- Apply the solution

### Identify the problem

#### Client

The client of this appraisal is the County of Gloucester.

#### Intended users

The appraisal is completed for the use of the County of Gloucester and the State Agricultural Development Committee and the USDA Nature Resource and Conservation Service.

#### Intended Use

The intended use is to estimate the market value of a potential development easement on the subject property

*R. W. Frankenfield Associates*

## Scope of the Appraisal (continued)

### Objective

The objective of the appraisal report is to estimate the current market value of the subject property, both unrestricted and restricted, a partial acquisition appraisal.

### Effective Date

The Date of Value to be appraised is as of September 10, 2011.

### Property Characteristics

In this appraisal assignment, I visually inspected the subject property with Santo J. Maccherone, the property owner, in order to gather information about the physical characteristics of the site that are relevant to the valuation problem. I relied on comments from the owner and public records for information regarding easements, covenants, restrictions and other encumbrances, if any. I also researched information available from county records, assessor's records, state records, and multiple listing service data to identify the characteristics of the subject property that are relevant to the valuation problem.

The property is partially improved, with a farm labor building and green houses. Located near other farms and residential uses, the land is used for agricultural purposes. A development easement involves an interest in land only. The property contains 119± acres in the *Before* value and 117 acres in the *After* value. In the *Before Value*, the property contains 118.95 acres, rounded to 119 acres. In the *After Value*, the property contains 117 acres (118.95 acres less a 1.52 acre severable exception, equals 117.43, rounded to 117 acres). The Highest and Best Use, before easement acquisition, is a combination of residential and agricultural use. The Highest and Best Use, after easement acquisition, is continued agricultural use.

### Assignment Conditions

Extraordinary assumption: an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser's opinions or conclusions. There are no known extraordinary assumptions.

Hypothetical condition: that which is contrary to what exists but is supposed for the purpose of analysis. The property is valued as deed restricted on the date of valuation, which is necessary to the assignment.

Jurisdictional exception: an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP. USPAP requires a specific exposure time be identified in the report.

*R. W. Frankenfield Associates*

## Scope of the Appraisal (continued)

### Determine the Solution

Sales of similar properties that have occurred recently were researched in South Harrison and neighboring townships. I researched data on comparable land sales, confirmed all comparable sales information; and analyzed the information gathered in applying the sales comparison approach.

The sales comparison approach requires the assemblage of recent sales for comparison. In order to gather the comparable sales, I consulted township and county records, assessors, brokers and investors active in the area. I located consummated sales, pending sales and listings in the market area. Comparable sales were selected based on physical and location characteristics. The sales considered to be most similar were used in the sales comparison approach.

I verified the data with interested parties. I searched the subject market area for land sales of properties with similar zoning. I selected those sales considered to be the most similar to the subject property. The sales selected were considered competitive with the subject property. These sales reflect what buyers are willing to pay for similar properties.

### Apply the Solution

The value opinions presented in this report are based upon review and analysis of the market conditions affecting real property value, including the attributes of competitive properties and sales data for vacant land that can be improved.

In order to determine the highest and best use of the real estate, I completed a survey of the market, carefully noting supply and demand factors, and examined the feasibility of alternative uses. The appraisal problem did not warrant an intensive highest and best use study. Given the nature of the subject real estate, my conclusion of highest and best use was based on logic and observed evidence.

There are three traditional approaches used to arrive at an opinion of value of real estate: the cost approach; the sales comparison approach; and the income capitalization approach. The cost approach was not applicable in the valuation, because the existing farm labor housing is in a depreciated physical and functional state, near the end of its economic life. The building is not given any value in this report. The greenhouses are not permanently attached to the earth and can be removed. The sales comparison approach was considered in the valuation of the subject property, as vacant. The income approach was not considered in the value of the subject property, because the land is not capable of producing the income necessary for the capitalization process.

*R. W. Frankenfield Associates*

## Scope of the Appraisal (continued)

After selecting the comparable sales, a comparative analysis of relevant factors that influence value is undertaken to adjust the sales to the subject property based upon the actions and preferences demonstrated by the participants in the marketplace.

### APPRAISAL PURPOSE

The purpose of this appraisal is to estimate the Market Value of a development easement on the subject property; both unrestricted and restricted, a partial acquisition appraisal, for the use of the County of Gloucester, the State Agricultural Development Committee, and the USDA Natural Resource and Conservation Service.

### SUMMARY OF APPRAISAL PROBLEMS

As previously stated, this is a partial acquisition appraisal. In the *Before Value*, the market value of the 119 acre parcel is estimated, as though vacant. In the *After Value*, the owner has requested a 1.52 acre severable exception,, leaving a remaining area of 117 acres. The difficulty in this analysis is evident in both the *Before and After* value. Due to current economic conditions, there are a limited number of land sales similar in location, size and used for agricultural purposes, both unrestricted and restricted. It is necessary to consider sales that may be older than one year which may require adjustments for Time of Sale. Based on local MLS statistics, appreciation or depreciation factors vary from year to year. The value estimated in this report is based on the fact that the property is affected negatively by the existence of hazardous substances or detrimental environmental conditions, based upon the findings of a Remedial Action Work Plan produced by RT Environmental Services, Inc., dated December 3, 2005. The report indicates there are areas of soil contamination from the prior use of pesticides and herbicides that may require a remedy prior to residential development. It is likely that tests and inspections made by a qualified hazardous substance and environmental experts would reveal the existence of hazardous materials and environmental conditions on or around the property that would negatively affect its value.

*R. W. Frankenfield Associates*

## **PART 11 - FACTUAL DATA - BEFORE ACQUISITION**

### **LEGAL DESCRIPTION**

The subject property contains 118.95± acres, rounded to 119 acres, according to the Greenlight Approval. The owner has requested a 1.52 acre, severable exception in order to except out the permanent structures found in Block 5, Lot 4. The structures include a cold storage building, a farm market and a packing house. The remaining area of the site is presently used for agriculture purposes. There are also 4 road easements, an electric company right-of-way and a utility easement for ingress and egress. Copies of the deed, easements, tax map and related maps are shown in the addendum. The property is more specifically known and designated as Block 1, Lots 2, 3, 6, plus Block 5, Lot 4, as shown on the Official Tax Map of South Harrison Township, Gloucester County, New Jersey. The property is known locally as 233 Franklinville Road and is further described in the report. A complete legal description is contained in copies of the deeds shown in the Addendum.

### **COUNTY, TOWNSHIP AND NEIGHBORHOOD DATA**

#### **County Data**

##### **Location**

Gloucester County, founded in 1686, is located on the eastern bank of the Delaware River, across from the Philadelphia International Airport, with the central point in the County being approximately 17 miles southeast of Philadelphia. It is contained in a total area of 324.72± square miles being bordered on the northwest by the Delaware River, on the west and southwest by Salem and Cumberland Counties, on the northeast by Camden County and on the southeast by Atlantic County.

##### **Government**

The governing body of the county consists of a 7-man Board of Chosen Freeholders governing 24 municipalities.

##### **Transportation**

The primary means of transportation throughout the county is by way of its highways. Major roads include the U.S. Routes 130 and 322; N. J. State Highway Routes 42 (Atlantic City Expressway), 45, 47, 55 and 77; Interstate Highway 295; and the New Jersey Turnpike. Public bus routes serve the area. The county contains commercial airports and the Philadelphia International Airport is within 20 miles.

*R. W. Frankensfield Associates*

## County Data (continued)

### Education

There are an adequate number of elementary and secondary schools. The county supports a vocational school, as well as a community college. Rowan College is located in Glassboro.

### Hospitals and Medical Facilities

There are an adequate number of modern general hospitals located throughout the county. Doctors and dentists practice throughout the county.

### Employment

The county has experienced a growth in the work force over the years. The largest segment of the population is employed in the technical, sales and administrative support occupations. Managerial and professional occupations also represent a large segment of the population. The construction and manufacturing are important industries in the area. An ever-growing segment of the population is employed in professional, technical and clerical services, which is characteristic of the state and national pattern.

### Population

Gloucester County saw the greatest growth, 13.2%, in New Jersey, since 2000, according to the 2010 Census. During the past decade, Gloucester County increased from 254,673 persons in 2000 to 288,288 persons in 2010, an increase of 33,615. Woolwich Township had the greatest growth, 3,032 persons to 10,200 persons, 236.4% in 2010. Other townships with the greatest percentage growth include East Greenwich Township, 76%; Harrison Township, 41.3%; South Harrison Township 30.8%; Monroe Township, 24.7%; and Elk Township, 20%. In the same period, some of the older established municipalities, such as Glassboro, National Park, Paulsboro, Pitman, Wenonah, Westville and Woodbury have experienced a decline in population. It is difficult to pinpoint one reason for the reduction of population. It may be the reduction is due partly to a movement of persons seeking better housing, education and other support facilities.

Year	Population	% Change
1980	199,917	
1990	230,082	15.1%
2000	255,701	10.7%
2010	288,288	13.2%

## County Data (continued)

### Land Use

As previously stated, the county contains 324.78 square miles of land area. Of this land area, only 10.2% is wetlands and water. Development in this area is severely restricted. Approximately 25.8% of the land, 55,600 acres, is devoted to agriculture. This number was down from 62,879 acres in 1990. Farming is an established industry, but continued development in the county will create a greater decline in the number of acres devoted to agricultural and wooded uses. In 1980, 22,828.7 acres were developed for single family residential use. This number increased to 28,153.9 acres in 1990, a 23.3% increase. With the increase in residential use, other uses, such as, industrial and commercial uses have also increased.

Land Use	Acreage	Percentage
Developed Land	55,100	25.6%
Water	9,400	4.4%
Preserved Farmland	7,200	3.4%
Preserved Open Space	10,000	4.6%
Wetlands	12,600	5.9%
Agriculture	55,600	25.8%
Vacant Land	65,300	30.3%
County Total	215,200	100.0%

Source: Prepared by Gloucester County Planning Board, 2/15/02

### Housing

The number of housing units in 2009 was 107,917. Residential construction authorized by building permits have decreased since a high in 1988, 2,372 permits, which is characteristic of a statewide trend. This decrease can be attributed to several factors, including greater restrictions upon development near fresh water wetlands, the downturn of the economy and others. At the present time, the economy appears less favorable for growth, but is predicted to turn around. From 2000 through 2005, the number of residential unit permits increased in every year. There are many areas in the county, which have received subdivision approvals, in recent years. These subdivisions, in some cases, have already established roads and installed services and utilities, such as electricity, gas, and telephone. In my opinion, development will continue to be strong, subject to a more favorable economy.

*R. W. Frankenfield Associates*

**County Data (continued)**

**Residential Dwelling Unit Permits**

Year	Number
2000	1,306
2001	1,635
2002	1,802
2003	1,859
2004	2,050
2005	2,100
2006	1,170
2007	920
2008	788
2009	865
2010	716

**Trends**

At the present time, residential development in Gloucester County is continuing but at a reduced rate, due to current economic conditions. Property values, currently, can be decreasing, stable or increasing at a slower rate, depending largely upon location, even within the same community. With a favorable economy, property values will probably increase in appreciation. The area contains many desirable factors. Overall, demand for residential use should be strong, as the supply of usable area decreases and the economic conditions become stronger.

**Township and Neighborhood Data**

Neighborhood is defined as "a group of complimentary land uses; a congruous grouping of inhabitants, buildings or business enterprises." Inhabitants or a neighborhood usually have a more than casual community of interest. The definition is generally used in defining a neighborhood and analyzing the neighborhood characteristics. The boundaries of a neighborhood can be well defined by natural and man-made barriers or less defined by changes in land use and characteristics of the area. The boundaries of the subject neighborhood can, generally, be defined as the area comprised of those properties located in the AR, Agricultural Residential District of the township. The AR District comprises a major portion of the township. Properties in this area are generally used for residential and/or agriculture uses.

**Location**

South Harrison Township is located in the mid-southern section of the county, containing an area of 15.8± square miles. While the township has remained primarily rural, with rolling farmlands and wooded areas, the township is located 18-20 miles from Philadelphia. Approximately 95% of the land is agricultural, vacant, wooded, wetland or water areas.

**Government**

The governing body of the township consists of a Township Committee form of government. The township has a paid police department and volunteer fire departments.

*R. W. Frankenfield Associates*

## Township and Neighborhood Data (continued)

### Transportation

The area is served by public buses and nationally known trucking companies. The Philadelphia International Airport is approximately 15-20 miles away. There are commercial airfields within a 10-mile radius. A major east-west road is NJ State Highway Route 45.

### Education

There is a public elementary school in the township and high school students attend Kingsway Regional High School in the neighboring community. Rowan College, in Glassboro, offers day and evening courses in a variety of subjects. The area has access to the Gloucester County Community College and Gloucester County Vocational School.

### Hospital and Medical Facilities

There are modern hospitals within a 12-15 mile radius. Doctors and dentists practice in the township and adjacent communities.

### Employment

While those employed are spread over a large spectrum of occupations, the largest numbers are in administrative support, construction, manufacturing and retail trades. It is unlikely the employment statistics will change substantially in the near future. The area of the subject property contains a number of working farms.

### Population

South Harrison Township's population increased to 3,162 in 2010, a 30.8% increase over the 2000 population of 2,417, or an increase of 745 persons. In terms of a percentage increase, this increase is the 4<sup>th</sup> largest in the county. In terms of population change, 2000 to 2010, the increase in the number of persons was 11<sup>th</sup> out of 16 in the county.

Year	Population	% Change
1980	1,486	
1990	1919	29.1%
2000	2,417	26.0%
2010	3,162	30.8%

### Land Use

In South Harrison Township approximately 65% of the land is used for agriculture; 25% is wooded; and 1% is wetlands or water area. There are existing residential subdivisions in the area. Commercial development has been limited and consists generally of small retail or service facilities scattered throughout the area. The land use has been caused and defined by various factors, which include zoning, demand for residential and commercial uses, and proximity to main arteries.

*R. W. Frankenfield Associates*