

PLANNING BOARD APPLICATION

CASE # \_\_\_\_\_

FOR OFFICIAL USE ONLY

Date of Application Received: \_\_\_\_\_

Date: \_\_\_\_\_ Date of Deposit

Fee Paid \_\_\_\_\_

Date: \_\_\_\_\_ Affidavit of Service

Time Period Expires \_\_\_\_\_

Date File Complete \_\_\_\_\_

Hearing Date \_\_\_\_\_

\*\*\*\*\*

INFORMATION REGARDING APPLICANT

Applicant's Full Legal Name Webster Property Management, LLC

Applicant's Mailing Address 1500 Tilton Road, Northfield, NJ 08225

Applicant's Phone Number \_\_\_\_\_ e-mail address \_\_\_\_\_

Applicant is a: Corporation      Partnership      Individual      Limited Liability Company

Pursuant to N.J.S.A. 40:55D-48.1, the names and addresses of all persons owning 10% of the stock in a corporation or partnership must be disclosed. Attach list. SEE ATTACHED LIST.

NATURE OF APPLICATION, check appropriate items:

- Appeal of action of administrative officer
- Interpretation of development ordinance or map
- Variance:      "C" Variance (Hardship)
- "D" Use Variance
- "D" Non-Conforming Use
- Conditional use
- Subdivision - Minor
- Subdivision - Major
- Site Plan - Waiver
- Site Plan - Minor
- Site Plan - Major
- Other \_\_\_\_\_

Attachment to Page 8:

Members of Webster Property Mangement, LLC

Brett Foxman  
1500 Tilton Road  
Northfield, NJ 08225

Scott Foxman  
1500 Tilton Road  
Northfield, NJ 08225

Thomas Margolis  
1500 Tilton Road  
Northfield, NJ 08225

Proposed use, Building, or Subdivision is contrary to:  
 List Article and Section of the Ordinance from which Variance is sought:  
 SEE MAJOR SITE PLAN AND ATTACHED LIST.

ART. \_\_\_\_\_ Section \_\_\_\_\_ Required \_\_\_\_\_ Proposed \_\_\_\_\_

ART. \_\_\_\_\_ Section \_\_\_\_\_ Required \_\_\_\_\_ Proposed \_\_\_\_\_

ART. \_\_\_\_\_ Section \_\_\_\_\_ Required \_\_\_\_\_ Proposed \_\_\_\_\_

If additional space is needed, attach list to the application

**INFORMATION REGARDING PROPERTY:**

Address: To be determined (adjoining address: 207 Northfield Avenue)

Tax Map BLK 106 LOT(S) Lot 8 Adjoining Dimension of Property \_\_\_\_\_

BLK 106 LOT(S) Lot 8.01 Proposed Dimension of Property \_\_\_\_\_

Zoning District R2

Location approximately 210 feet from intersection of Northfield Avenue  
 and Zion Road (C.R. 615)

Last Previous Occupancy Vacant

	<u>Size Existing Building</u>	<u>Proposed Structure</u>
Front (feet)	<u>n/a</u>	<u>84</u>
Deep (feet)	<u>n/a</u>	<u>32</u>
Square (feet)	<u>n/a</u>	<u>5,116</u>
Height (feet)	<u>n/a</u>	<u>29</u>
Story	<u>n/a</u>	<u>2</u>
Building Coverage	<u>n/a</u>	<u>7.9%</u>

Attachment to page 9.

1. "D" variance for medical office in R2 Zone;
2. "D" variance for deviation from specific conditions of place of worship, including lot area of 1.31 acres rather than five acres and side setback of 46.8' not 50';
3. "C" variance for lot coverage of 49.1% not 45% for lot 8.01 and 47.1% not 40% for Lot 8; and
4. buffer between parking area and residential zone of 20' rather than 50' for both Lots 8 and 8.01.

SET BACKS ZONING REQ.

Present

Proposed

Frontage  
Y or N

SEE MAJOR SITE PLAN

Corner Lot

Front Yard

Front Yard

Side

Side

Rear

Lot Size Area

Prevailing Setbacks of Building within one Block \_\_\_\_\_ ft.

Present use place of worship proposed use place of worship, medical building and parking lot.

Has there been any previous appeal or application involving these premises?

Yes or  No

If yes, when \_\_\_\_\_

and to whom \_\_\_\_\_

Nature of appeal or application \_\_\_\_\_

Disposition \_\_\_\_\_ Date \_\_\_\_\_

Application for Subdivision \_\_\_\_\_ site plan - conditional use approval \_\_\_\_\_

The relationship of the applicant to the property in questions is:

Owner \_\_\_\_\_ Tenant \_\_\_\_\_

Purchaser under Contract (submit copy) / SEE ATTACHED AGREEMENT FOR PURCHASE AND SALE  
Other \_\_\_\_\_

If the applicant is not the owner of the property, the applicant must obtain and submit a copy of this application signed by the owner in the space provided.

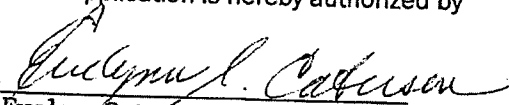
Owner's Authorization: I hereby certify that I ~~reside~~

In the County of Atlantic State of New Jersey

and that I am the <sup>attorney for</sup> owner of all that certain lot, \_\_\_\_\_; Piece or parcel of land known as Block 106 Lot(s) 8 commonly known as 207 Northfield Avenue

which property is the subject of the applicant, and said application is hereby authorized by me.

Owner's Signature



Evelyn Caterson, Esquire, Attorney for Seller

Applicant's Attorney Charles Gemmel, Esq. Phone # 609-927-7200

Address 767 Shore Road, P. O. Box 296, Linwood, NJ 08221

Applicant's Engineer Marc DeBlasio Phone # 609-854-3311

Address 4701 New Jersey Avenue, Wildwood, NJ 08260

Applicant's Architect Stephen Fenwick Phone # 609-653-0222

Address 646 Ocean Heights Avenue, Linwood, NJ 08221

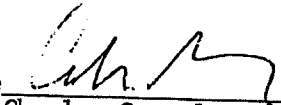
Applicant's Planner Marc DeBlasio & Stephen Fenwick Phone # \_\_\_\_\_

Address \_\_\_\_\_

Applicant's Verification:

I hereby certify that the above statements made by me and the information contained in the papers submitted in connection with application is true.

Applicants Signature



Charles Gemmel, Esq.  
Attorney for Applicant

Notice: The applicant is responsible to publish and serve notice of this application after receiving a hearing date from the Secretary of the Planning Board, ten (10) days prior to the hearing date.

## AGREEMENT FOR PURCHASE AND SALE

THIS *Agreement for Purchase and Sale* (hereinafter "Agreement") made this 26 day of August, 2020 (herein after "Effective Date"), by and between GOOD SHEPHERD UNITED METHODIST CHURCH, INC., f/k/a NORTHFIELD METHODIST CHURCH INC., located at 207 Northfield Avenue, Northfield, New Jersey 08225, a New Jersey Title 16 non-profit corporation with IRS 501(c)(3) status and which holds the property in trust for the GREATER NEW JERSEY ANNUAL CONFERENCE OF THE UNITED METHODIST CHURCH, a New Jersey Title 16 non-profit corporation with IRS 501 (c)(3) status whose offices are located at 205 Jumping Brook Road, Neptune, New Jersey 07753 (herein after collectively as "Seller") and WEBSTER PROPERTY MANAGEMENT, LLC, located at 1500 Tilton Road, Northfield, New Jersey 08225 (hereinafter "Buyer").

### BACKGROUND OF AGREEMENT

1. Seller is the owner of real property, inclusive of improvements located thereon, located at 207 Northfield Avenue, Northfield, New Jersey, a/k/a Lot 8 Block 106 of the Northfield Tax Map ("Lot 8").

2. Seller desires to sell and Buyer desires to buy a portion of Lot 8 at the price and on the terms and conditions hereinafter set forth.

*NOW, THEREFORE*, for and in consideration of mutual covenants contained herein and intending to be bound hereby, the parties agree as follows:

1. Agreement to Sell and Purchase.

(a) The Seller shall sell and convey, and Buyer shall purchase a portion (as defined in (b) below) of Lot 8, inclusive of all improvements located thereon (collectively the "Property"). The term "Property" also includes any and all easements, rights-of-way, riparian rights, privileges and rights belonging to and inuring to the benefit thereof, together with all rights, title and interest of the Seller in and to any land lying in the bed of any streets, road, avenue or water course adjoining the Property, together with all rights, title and interest, if any, of Seller in and to any strip or gore adjoining the Property.

(b) The portion of Lot 8 that includes the Property will be a tract of ground with frontage on Northfield Avenue of 175' and a depth off of Northfield Avenue of 200', as will be more specifically agreed upon by the Seller and Buyer during the Due Diligence Period mentioned below.

- (c) Buyer agrees to file for a subdivision of Lot 8 during the Approval Period and Seller will fully cooperate.

2. Purchase Price. Buyer shall pay Seller for the Property a sum of \_\_\_\_\_ or a price based on whatever the final square footage is determined to be the ("Purchase Price") as follows:

- (a) \_\_\_\_\_ (the "Initial Deposit") upon the Buyer's receipt of a fully executed copy of this Agreement.
- (b) An additional \_\_\_\_\_ (the "Second Deposit") upon completion of the Due Diligence Period (as described below) with the Initial Deposit and the Second Deposit being referred to herein together as the "Deposit". The Deposit shall be held in escrow by SURETY TITLE (the "Escrow Agent") pending closing or earlier termination of this Agreement. At closing the Deposit shall be applied on account of the Purchase Price and any interest earned thereon shall be paid or credited to the Buyer. In the event that closing is not held hereunder, then upon termination of this Agreement, Escrow Agent shall pay the Deposit, together with any interest earned thereon, to the party entitled thereto pursuant to the Agreement, and in the event of a dispute between the parties, the Escrow Agent is hereby authorized to deposit such funds into Court or hold the same pending resolution of the dispute.
- (c) The balance of the Purchase Price at closing by cash, cashier's check, bank check, title insurance check or wire transfer to the Seller's order.

3. Condition of Property. The Property will be delivered by the Seller to the Buyer at closing in its "as-is" condition, reasonable wear and tear accepted. Seller makes no representations and/or warranties regarding the condition of the Property, other than is specifically set forth within this Agreement.

4. Due Diligence.

- (a) Buyer shall have a period of one hundred twenty (120) days subsequent to the Effective Date (the "Due Diligence Period") to undertake such investigatory activities as Buyer deems appropriate regarding the Property and Buyer's intended use of same. During the Due Diligence Period, Buyer's investigatory activities may include but are not limited to: obtaining a subdivision of Lot 8; a title search; Phase I environmental audit; investigation of available financing; an inspection of the Property; and a determination by the Buyer of the exact dimensions of the Property. In order to conduct these investigatory activities, Seller grants to Buyer and its authorized agents and representatives the right to enter upon the Property at all reasonable times during normal business hours to inspect the Property and to conduct the reasonably necessary investigations as Buyer deems necessary. Buyer shall bear the total cost of all inspections, tests, and the subdivision.



- (b) In conducting any inspections, investigations or tests of the Property, Buyer and its agents and representatives shall not unreasonably disturb or interfere with Seller's use of the Property; not damage any part of the Property; not permit any liens to attach to the Property; and fully restore the Property to as close a condition as feasible to what it was before any such inspections or tests were undertaken.
  - (c) Buyer shall save, defend, indemnify and hold Seller absolutely harmless from and against any and all claims, demands, causes of action, judgments, liabilities, damages, injuries and losses which Seller may incur as a result of any entry onto or activity at the Property by Buyer.
  - (d) At any time prior to the expiration of the Due Diligence Period, Buyer shall have the right, upon written notice to the Seller, served prior to the end of the Due Diligence Period, to terminate the Agreement for any reason. If the Buyer so terminates the Agreement the Deposit shall be refunded to the Buyer and thereafter neither the Seller nor the Buyer shall have any further rights or obligations hereunder.
  - (e) Buyer shall not be reimbursed for any of the monies expended in its Due Diligence investigations and activities.
  - (f) Within four (4) days subsequent to the Effective Date, the Seller shall use its best efforts to deliver to the Buyer, to the extent in the Seller's possession, copies of all relevant documents relating to the Property, including but not limited to surveys, building drawings, engineered drawings, environmental reports, any development approvals for the Property.
5. Representations and Warranties of Seller. To induce Buyer to enter into this Agreement and to complete closing, Seller makes the following representations and warranties to Buyer, which representations and warranties are true and correct as of the date of this Agreement and shall be true and correct at and as of the closing date in all respects as though such representations and warranties were made both at and as of the date of this Agreement, and at and as of the closing date:
- (a) As to the Property:
    - (1) Seller has received no notice from any governmental authority having jurisdiction over the Property requiring or calling attention to the need for any work, repairs, construction, alterations or installations on or in connection with the Property because of uncorrected violations of any applicable building, safety or fire ordinances.

- (2) There is no claim, action, suit or proceeding pending or, to the best of Seller's knowledge, threatened against Seller or otherwise affecting the Seller or the Property or any portion thereof or relating to or arising out of the ownership, management, or operation of the Property in any Court or before or by any federal, state, county or municipal department, commission, board or agency or other governmental instrumentality.
- (3) There is no pending or threatened condemnation or eminent domain proceedings which affect or would affect the Property or any part thereof.
- (4) There are no tax appeals pending with respect to the Property.

(b) As to Seller:

- (1) The execution and delivery of this Agreement and the performance by Seller of its obligations hereunder have been duly authorized and will not conflict with or result in a breach of any of the terms, conditions or provisions of any agreement to which Seller is a party, and will not conflict with or result in a breach of any law, regulation or order or any agreement or instrument to which Seller is a party or by which Seller is bound or the Property is subject; and this Agreement and the documents to be delivered by Seller pursuant to this Agreement will each constitute the legal, valid and binding obligations of Seller, enforceable in accordance with their respective terms, covenants and conditions; and there are no claims, defenses or offsets to the validity or enforceability against Seller, of this Agreement and the documents to be delivered pursuant hereto.

(c) Environmental Matters:

- (1) Seller has not received any complaint, order, directive, claim, citation or notice by a governmental authority or any other person or entity with respect to any alleged violation of any environmental law.
- (2) The Property and all activities and conditions at the Property, are in compliance with federal, state, and local environmental statutes, ordinances, regulations, and requirements.
- (3) To the best of Seller's knowledge, the Property does not presently contain, nor has it ever contained any underground fuel oil storage tank.

6 Approvals.

- (a) Buyer intends to apply for governmental permits and approvals in order to construct and maintain at the Property a professional office building with adequate parking

spaces and subdivision approval as are necessary to separate the Property from Lot 8 (collectively the "Project"). Buyer's obligation to close under this Agreement is contingent upon the Buyer obtaining, at Buyer's sole cost and expense, the final, unappealable, valid and irrevocable grant, on terms and conditions satisfactory to Buyer, in Buyer's sole and absolute discretion, of those permits, licenses, variances, rights-of-way and approvals that are necessary and/or required to permit the Buyer to obtain building permits for and to construct the Project in size and design satisfactory to the Buyer (collectively the "Approvals").

- (b) Seller agrees to cooperate with Buyer with respect to making applications for Approvals provided that Seller is not obligated to incur any cost or expense with respect to same. All applications shall be at the sole cost and expense of the Buyer. Seller agrees to execute any applications, documents, or instruments necessary or required with respect to obtaining any Approvals.
- (c) The Buyer shall have one (1) year subsequent to the end of the Due Diligence Period to obtain the Approvals (the "Approval Period"). In the event that the Approvals are not obtained during the Approval Period the Buyer shall have the right to cancel the Agreement in which event the Deposit shall be refunded to the Buyer and thereafter neither the Seller nor the Buyer shall have any further rights or obligations hereunder. Moreover, the Buyer shall have the right to extend the Approval Period by two (2) additional periods of three (3) months (the "First Extended Period" and the "Second Extended Period"). In the event there are the Extended Periods, and the Buyer does not obtain the Approvals during the First Extended Period the Buyer shall have the right to cancel the Agreement in which event the Deposit shall be refunded to the Buyer and thereafter neither the Seller nor the Buyer shall have any further rights or obligations hereunder. In the event that the Buyer does not obtain the Approvals during the Second Extended Period, the Buyer shall have the right to cancel this Agreement in which event the Deposit shall be refunded to the Buyer and thereafter neither the Seller nor the Buyer shall have any further rights or obligations hereunder.

7. Closing. The closing ("Closing") shall occur not later than forty-five (45) days subsequent to the satisfaction or waiver of all of the contingencies as found in paragraph 9 below and securing the Approvals. Closing will occur at the office of the Escrow Agent in Atlantic County or such other location as may be agreed upon by the Seller and the Buyer. At Closing possession of the Property shall be delivered by the Seller to the Buyer.

8. Evidence and Condition of Title.

- (a) At Closing, title to the Property shall be free of all tenancies, liens, encumbrances, and title objections, and insurable as such at regular rates by the Escrow Agent.

- (b) Within the Due Diligence Period the Buyer shall provide the Seller with a title commitment for the Property, together with a notice to Seller of the existence of any exceptions that would make the title unmarketable or uninsurable (such exceptions being called "Title Defects"). If Buyer notifies the Seller of any Title Defects, Seller shall have thirty (30) days within which to notify Buyer whether it intends to cure such Title Defects (with the Seller being obligated to cure any Title Defects in the form of a monetary lien), and the failure to notify Buyer within such thirty (30) day period shall be conclusively deemed to be an agreement by Seller to cure the Title Defects. If Seller notifies Buyer of its intention not to cure any Title Defects, Buyer shall have twenty (20) days thereafter to notify Seller of its decision whether to take such title as Seller may give without abatement of the Purchase Price, or of terminating this Agreement, and in the latter event, the Deposit shall be returned to the Buyer, this Agreement shall terminate and the rights and liabilities of the parties shall terminate. If Seller agrees to cure any Title Defects, and such Title Defects remain uncured at Closing, or if additional Title Defects exist at the time of Closing, then Buyer can either take such title as Seller may give, with a credit against the Purchase Price in an amount to cure or eliminate the Title Defects, or terminate this Agreement, and in the latter event, the Deposit shall be returned to the Buyer, the Seller shall reimburse the Buyer for all out-of-pocket expenditures made by Buyer in connection with Buyer's proposed acquisition and operation of the Property, to a maximum of \_\_\_\_\_, and thereupon this Agreement shall terminate and the rights and liabilities of the parties shall terminate.

9. Contingencies. The Buyer's obligation to perform hereunder, inclusive of the obligation to close, is subject to and conditioned upon the following:

- (a) All of the Seller's representations as contained within this Agreement being true and correct as of the date of Closing.
- (b) The conditions of paragraphs 5, 6 and 24 being satisfied.

If any of the contingencies mentioned above are not satisfied, the Buyer, upon notice to the Seller, served in writing, shall have the right to terminate this Agreement in which event the Deposit shall be refunded to the Buyer.

10. Delivery of Documents. At Closing Seller shall deliver to Buyer:

- (a) a Bargain and Sale Deed With Covenants Against Grantor's Acts (the "Deed") duly executed and acknowledged by Seller and in proper form for recording;
- (b) to the extent that they exist and upon Seller's good faith acquisition of same, the originals of all certificates of occupancy, licenses, permits, authorizations and approvals required by law, or issued by governmental authorities having jurisdiction over the Property, in Seller's possession, plus a continuing certificate of occupancy if required by the City of Northfield;

- (c) such Affidavit of Title as the Escrow Agent shall reasonably require; and
- (d) any other documents required by this Agreement or reasonably required by the Escrow Agent.

11. Risk of Loss. The risk of loss shall be upon the Seller until Closing occurs. In the event of a casualty that significantly impacts upon the Property, the Buyer shall have the right to terminate the Agreement in which event the Deposit shall be refunded to the Buyer and thereafter neither the Seller nor the Buyer shall have any further rights or obligations hereunder.

12. Condemnation. In the event that all or a part of the Property is taken by condemnation or eminent domain proceedings between the date of this Agreement and Closing, Buyer may cancel this Agreement, if in Buyer's sole opinion the part of the Property so taken is material to Buyer's intended use of the Property, or take title subject to such condemnation or taking and receive the proceeds thereof, Seller assigning all of its right to unpaid proceeds to Buyer at Closing. Buyer shall notify Seller of its election not more than twenty (20) days after written notice from Seller of the occurrence of the condemnation or taking and the extent thereof. If Buyer shall elect to cancel this Agreement, then this Agreement shall be null and void and Buyer shall be entitled to a return of its Deposit and the parties thereafter shall have no further rights, duties, or obligations to one another.

13. Notices. Except as otherwise provided, all notices to be given by either party to the other shall be in writing and delivered personally; sent by registered or certified mail, return receipt requested; sent by overnight commercial carrier; sent by telephone facsimile; or sent by e-mail to the parties as provided for below.

a. If to Seller: Northfield United Methodist Church  
207 Northfield Avenue  
Northfield, New Jersey 08225

With a copy to: Evelyn S. Catterson, Esquire  
P. O. Box 1492  
Absecon, New Jersey 08201  
E-Mail: [jccaterson@verizon.net](mailto:jccaterson@verizon.net)

b. If to Buyer: Webster Property Management LLC  
1500 Tilton Road  
Northfield, New Jersey 08225

With a copy to: Charles Gemmel, Esquire  
Gemmel, Todd & Merenich  
767 Shore Road, P.O. Box 296  
Linwood, New Jersey 08221  
E-Mail: [charlesgemmel@comcast.net](mailto:charlesgemmel@comcast.net)

All notices shall be deemed to have been given on the date hand-delivered; three (3) days after mailed by certified mail; the date after delivery to a commercial carrier for delivery the following day; the date sent by telephone facsimile; or the date e-mailed if electronic confirmation of delivery is obtained and retained.

14. Binding Effect. This Agreement shall inure to the benefit and be binding upon the parties and their respective legal representatives. This Agreement contains the final and entire agreement between the parties with respect to the subject matter hereof. The parties shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not herein contained. This Agreement may not be changed orally but only by an instrument in writing signed by both Seller and Buyer.
15. Counterparts and Construction. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall be deemed drafted by both parties and their counsel and shall not be construed against either party as the drafter.
16. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey.
17. Apportionment. At Closing all rents, real estate taxes based on the fiscal year of assessment and other current charges against the Property, including, without limitation, sewer, and water assessments, shall be adjusted pro rata between Buyer and Seller as of the date of Closing.
18. Closing Costs. The Seller will pay (i) the fees and disbursements of Seller's attorney; (ii) one-half (1/2) of any closing escrow fees of the Escrow Agent; (iii) the cost of releasing all liens, judgments and other encumbrances against the Property; and (iv) the real estate fee applicable to this transaction (exclusive of the mansion tax, if any). The Buyer will pay (i) the fees and disbursements of Buyer's attorney and other professionals retained and used by the Buyer; (ii) one-half (1/2) of any closing escrow fees of the Escrow Agent; (iii) mansion tax, if any; (iv) any costs related to any financing obtained by Buyer, including, without limitation, any mortgage, taxes and additional title premiums resulting from obtaining a loan title policy; (v) the cost of any title policy; (vi) the cost of survey; and (vii) any recording fees relating to documents being recorded on behalf of the Buyer.
19. Brokers. Seller and Buyer each represent and warrant to the other that it has engaged no broker or finder in connection with this transaction.
20. Default by Seller. In the event that Seller shall be in default under the terms of this Agreement, Buyer shall have the option to (a) terminate this Agreement, in which event the Deposit shall be refunded to the Buyer and Seller shall reimburse Buyer for its actual costs and expenses incurred in connection with examination of title and thereupon this Agreement shall be null and void; or (b) pursue any and all remedies available to Buyer at law or in equity.

21. Default by Buyer. In the event that Buyer shall fail to close, or shall otherwise be in default under the terms of this Agreement, Seller shall have the option to (a) terminate this Agreement, in which event the Deposit shall be paid to the Seller, as and for Seller's liquidated damages, and neither party shall have any further right or remedy against the other, or (b) pursue any and all remedies available to Seller at law or in equity.
22. Assignment. Buyer may not assign this Agreement to any person or entity without written approval from the Seller, except that the Buyer, without Seller's consent, may assign the Agreement to an entity in which Dr. Scott Foxman, Dr. Brett Foxman and Dr. Thomas Margolis are members.
23. Bulk Sale Notice.
  - (a) Buyer shall file the requisite notification (Form C-9600) with the Bulk Sales Unit of the New Jersey Division of Taxation (the "Tax Division") in accordance with N.J.S.A. §§ 54:32B-22(c) and 54:50-38. Seller will, as requested, provide to the Buyer all appropriate information and documentation to enable Buyer to complete and file the Form C-9600. Each party shall promptly provide to the other parties copies of all filings and correspondence with the Tax Division in connection with the N.J.S.A. §§ 54:32B-22(c) and 54:50-38 notifications.
  - (b) In the event that the Tax Division shall inform the Buyer that a possible claim for New Jersey taxes exists, the amount of the possible claim determined by the Tax Division (the "Tax Escrow Amount") shall be withheld by the Buyer from the payments due to Seller at Closing under this Agreement. The entire Tax Escrow Amount shall be held in escrow by the Escrow Agent. The Tax Escrow Amount shall be subject to a first priority right and lien for any New Jersey taxes. After providing written notice to Seller and Buyer, the Escrow Agent shall disburse to the Tax Division the Tax Escrow Amount, in accordance with the written instructions of the Tax Division. Upon the issuance by the Tax Division of a letter of clearance to the Buyer, the entire remaining balance of the Tax Escrow Amount, if any, shall be paid by the Escrow Agent to the Seller.
24. Conditions to Closing. The obligation of Buyer to complete Closing and deliver the Purchase Price is subject to the satisfaction of the following conditions at or prior to Closing:
  - (a) The representations and warranties made herein by Seller shall continue to be true and correct in all material respects and Seller shall have performed all material covenants and obligations and complied with all conditions required of Seller by this Agreement.
  - (b) Title to the Property shall be in the condition required by paragraph 8 hereof.
  - (c) No material adverse changes shall have occurred in the physical or environmental condition of the Property.
  - (d) No civil actions or legal proceedings shall have been instituted or threatened

against Seller that would materially adversely affect the Property.

25. Miscellaneous.

- (a) Failure of Buyer or Seller to insist upon or enforce any of the rights hereunder shall not constitute a waiver thereof, nothing shall constitute a waiver of Buyer's or Seller's right to insist upon strict compliance with the provisions hereof,
- (b) Venue in any lawsuit related to this Agreement shall be in the Superior Court of Atlantic County, New Jersey.
- (c) The paragraph headings as herein used for the convenience of reference only and shall not be deemed to vary the contents of this Agreement or the covenants, agreements, representations, and warranties herein set forth or limit the provisions or scope of any paragraph.
- (d) In the event that it becomes necessary for either party to commence litigation to enforce this Agreement, the prevailing party shall be entitled to have its legal fees and court costs reimbursed by the other party.

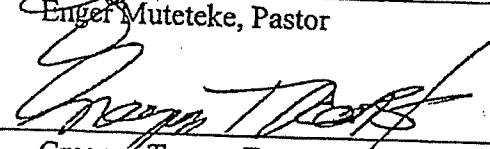
*IN WITNESS WHEREOF* the parties hereto have executed this Agreement effective as of the day and year first above written.

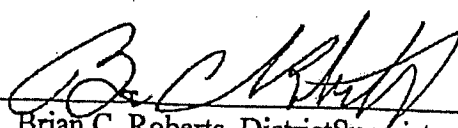
*Witnessed by:*

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

GOOD SHEPHERD  
UNITED METHODIST  
CHURCH, INC. and  
GNJACUMC (Seller)

By:   
Enger Muteteke, Pastor

By:   
Gregory Troast, Trustee

By:   
Brian C. Roberts, District Superintendent  
Greater New Jersey Annual Conference

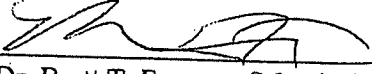



Carolyn M. Paruta

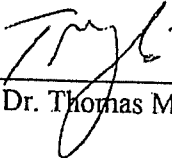
Carolyn M. Paruta

Carolyn M. Paruta

WEBSTER PROPERTY MANAGEMENT, LLC

By:   
Dr. Brett T. Foxman (Member)

By:   
Dr. Scott Foxman, (Member)

By:   
Dr. Thomas Margolis, (Member)