

CITY OF PLEASANTVILLE / ZONING BOARD OF ADJUSTMENT

APPLICATION FOR
CERTIFICATE OF NONCONFORMITY

Applicant's Name: Praxedes Samson & Cynthia Birney Phone: (609) 470-1501

Applicant's Address: 313 Weymouth Road, P.O. Box 330, Elwood, NJ 08217

Signature of Applicant: Praxedes y Samson

Street Address of Subject Property: 637 Doughty Road, Pleasantville, NJ 08232

Legal Description of Subject Property: Block 429 Lot: 24

Interest in Subject Property: Owner

Owner's Name: Praxedes Samson

Owner's Signed Consent: _____ Date: _____

Professional Consultants: Brian J. Callaghan, Esquire

Zoning Classification: _____

Current Use of Subject Property: Residential healthcare facility for 33 people

Certificate of Nonconformity Being Sought For Nonconforming:

Use: _____ Structure: _____ Both: X

Explain in detail the present nature of the nonconformity (attach additional sheets if necessary): Property not currently permitted in zone

List the types of evidence supporting the claim of nonconformity (attach said evidence hereto):

1. Agreement of Sale from Myongja Foss to Samson, dated 3/11/1991
2. Century 21 Real Estate Fact Sheet indicating State-certified rest home for 33 beds, house, and garage

3. Property record card evidencing Pleasant Manor Rest Home, also listing various building permits for additions and alterations, from 1977, 1978, 1981, and 1981
4. State of New Jersey, Dept. of Health transfer forms confirming transfer from Mrs. Foss to Samson Enterprises, Inc.
5. Copy of survey of subject property
6. Copy of first floor plan
7. Copy of Deed from Samson to Pleasant Manor Rest Home in 2005
8. Copy of Affordable Fire Protection, Inc. letter for annual fire sprinkler inspection, dated 11/8/2017
9. Various South Jersey Gas, Atlantic City Electric, and New Jersey American Water bills, to be presented at hearing as they are too numerous to attach
10. Affidavit from Mary Campbell

Date Received: _____

ATTACHMENT

APPLICATION FOR CERTIFICATE OF NONCONFORMITY

AGREEMENT OF SALE



DATE OF ORIGATION March 11 1991

PURCHASER: Gabriel R. Samson
Address: 207 9th Street, Jersey City, N.J. 07302

HEREBY AGREES TO PURCHASE FROM

SELLER: Myongja Foss
Address: 637 Doughty Road, Pleasantville, N.J. 08232

through the Realtor at price and terms as stated below, the premises as follows:
637 Doughty Rd, Pleasantville, N.J. 08232

Also known as lot(s) 24 In block 429 as shown on the tax maps
of Pleasantville, Atlantic County, New Jersey.

Approximate size of lot: 140x157 or as accurate survey may reveal.
Known as THE PLEASANT MANOR REST HOME PURCHASE PRICE \$ 360,000.00

PAYMENT OF PURCHASE PRICE AS FOLLOWS:

Deposit herewith, for which this is a receipt \$ 100.00

Additional deposit within 2 weeks of this date. All monies paid shall be held in the
trust account of the Realtor to be delivered to the Seller at closing; or returned to the
Purchaser if this agreement is voided, as provided for in this contract. \$ 10,000.00

NONE OF THE FOLLOWING PARAGRAPHS A, B, OR C, IS APPLICABLE UNLESS FILLED IN.

A. IF PURCHASER IS TO ASSUME EXISTING MORTGAGE. By assuming and agreeing
to pay the first mortgage lien now on the property on which there is presently due
approximately \$ 200,000 to be paid
off at settlement
Seller represents that the mortgage shall be in good standing on the date of closing of title. n/a

B. IF SELLER IS TO TAKE BACK A MORTGAGE. By purchase money bond or note and
mortgage in the usual form to be drawn by the attorney for the Seller at the expense of the
Purchaser, not to exceed \$ 50,000. Interest rate 10 % Term: 5 year \$ 50,000.00
Amortization and interest payable as follows:
with a thirty year payout & an automatic additional 5 years extension on mortgage

C. IF PERFORMANCE BY PURCHASER IS SUBJECT TO MORTGAGE CONTINGENCY. if buyer needs addition
The Purchaser agrees to make immediate application through the selling Realtor for a time for balloon paym
mortgage loan in the amount of \$ on what is commonly known
as the (F.H.A.)(V.A.)(Conventional) mortgage with interest at prevailing rate per annum, and
for such mortgage term as the buyer may qualify. Either party reserves the right to void this
agreement by written notice to the other party if the mortgage loan has not been arranged
within days from this date.* The purchaser shall have the right to waive the mortgage
contingency during this time. This means that the purchaser would be buying as if this was \$ n/a
a cash sale with the exception of any mortgage in Section B. * From the effective Contract Date

BALANCE OF PURCHASE PRICE. BY CASH OR CERTIFIED CHECK on delivery of
Bargain & Sale deed with covenants against grantors acts, free from all encumbrances,
such as mortgages, liens and easements, except as stated in this agreement. The deed
shall contain a full description of the property, together with the usual affidavit of title. The
closing of title shall take place at the office of the Realtor or such place as may be mutually \$ 299,900.00
agreeable to both parties on or about June 28, 1991 19 TOTAL \$ 360,000.00

1. MORTGAGE PLACEMENT FEES:

The purchaser agrees to pay a n/a % placement fee to the lending institution or mortgage company that grants
or procures the mortgage.

The seller agrees to pay a n/a % placement fee to the lending institution or mortgage company that grants
or procures the mortgage.

2. PURCHASER FINANCIALLY ABLE TO CLOSE:

Purchaser represents that he has sufficient cash available (together with the mortgage or mortgages referred in
Sections A, B, & C) to complete this purchase.

contingent on final closing & passing of title on property that is
scheduled to close within two weeks. 96 Central Ave., Jersey City, N.J.

SELLER(S) INITIALS: Myongja Foss

BUYER(S) INITIALS: [Signature]

The Purchaser shall be entitled to possession of the property and any rents, or profits from the Property, immediately upon the delivery of the deed and closing title.

14. RISK OF LOSS.

The risk of loss or damage to the Property by fire or otherwise, excepting ordinary wear and tear, is on the Seller until the closing of title and delivery of the deed.

15. ADJUSTMENTS AT CLOSING.

Rents, water rents, real estate taxes, interest on any existing mortgage to be assumed by Purchaser, fuel, and insurance premiums, if any, are to be apportioned as of the date of actual closing of title.

16. ASSESSMENTS.

All assessments for public improvements which have been levied and recorded against the property before the closing of title, are to be paid in full at the closing of title by the Seller.

17. PURCHASER QUALIFIED FOR G.I. LOAN.

If Purchaser is applying for what is commonly known as a G.I. Loan, the purchaser represents that he has loan guarantee entitlement by virtue of having served actively in the armed forces during one or more of the eligibility periods.

18. REALTORS COMMISSION.

The Seller agrees to pay the named REALTOR(S) for services rendered in procuring this sale, a commission as follows:

CENTURY 21 PARADE OF HOMES, REALTORS

10%

SELLING REALTOR

COMMISSION

LISTING REALTOR

COMMISSION

(If listing Realtor is blank then the selling Realtor is also the listing Realtor.)

THIS COMMISSION WILL BE DUE AND PAYABLE IN FULL ON THE CLOSING OF TITLE AND DELIVERY OF THE DEED.

19. TERMITE INSPECTION.

This agreement is contingent upon the seller within 20 days after receipt of a firm mortgage commitment, or in the case of a non-mortgage sale, within 30 days of this agreement, obtaining at his cost a written certification from a licensed exterminating company that the premises are free from infestation or damage from termites or other wood destroying insects.

The seller shall give a copy of this written report to the Realtor and buyer within 5 days of its receipt. This report shall state the full cost of treatment and repairs if there is any indication of infestation or damage. THE SELLER AGREES TO PAY THE COST OF TREATMENT AND REPAIRS. However, if the cost of treatment and repairs exceeds 1 1/2 % of the purchase price of this property then either party may void this agreement provided they do so within 5 days after the report was delivered to the Seller and Realtor.

20. MORTGAGE COMMITMENT PERIOD. n/a

Buyer and Seller agree that both the mortgage commitment date and the settlement date will automatically be extended thirty (30) days if Purchaser's mortgage is not approved within the time frame as stated on line 42 of this Agreement.

21. ENTIRE AGREEMENT.

This contract contains the entire agreement to the parties. No representations have been made by any of the parties, the REALTOR(S) or their agents except as set forth in this Agreement.

22. AGREEMENT TO SELL.

The Seller agrees to convey the Property to the Purchaser in accordance with this agreement.

23. CERTIFICATE OF OCCUPANCY.

If required by local ordinance, the Seller, at his own cost, will provide a Certificate of Occupancy at closing and deliver same to Buyer. Seller agrees to make all repairs required by the municipality in order to obtain a certificate of occupancy, and any and all repairs as might be required by FHA or VA.

24. WELL WATER/SEPTIC SYSTEMS. city water & sewerage

If the property has well water and/or a septic system, the Sellers will supply the Buyers with certification that the well water and septic systems received approval from the County Health Department, and State of New Jersey. If the water quality fails, a permanent water filtration system will be installed at the Seller's expense. The cost of testing and certification is also the expense of the Sellers.

25. FORMALDEHYDE INSULATION.

Seller certifies to his knowledge that urea-formaldehyde foam insulation has not been installed in the property.

26. It is agreed by all parties that the CENTURY 21 Parade of Homes is acting as the agent of the seller, however they are in no way to be held liable for the performance or non-performance of any term or covenant of this agreement or for damages for the non-performance of the purchaser or of the seller.

27. CENTURY 21 PARADE OF HOMES is authorized by the purchaser to order the title search and title insurance as well as the survey and other necessary documents prior to settlement, at the expense of the purchaser, and to forward such documents to the attorney for the buyer and seller as soon as they are completed. CENTURY 21 Parade of Homes does suggest that the purchaser and the seller obtain the services of an attorney.

SELLER Mary J. Jones 3/12/91 (L.S.) DATE PURCHASER John M. Jones DATE (L.S.)

SELLER _____ DATE (L.S.) PURCHASER _____ DATE (L.S.)

SELLER _____ DATE (L.S.) PURCHASER _____ DATE (L.S.)

WITNESS TO SELLER(S) John M. Jones 3/12/91 DATE WITNESS TO BUYER(S) Mary J. Jones 3/12/91 DATE

EFFECTIVE DATE OF THIS AGREEMENT OF SALE: 3-12 1991
CENTURY 21 PARADE OF HOMES, REALTORS

- ☐ ADMINISTRATIVE OFFICE - 921 Black Horse Pike, Pleasantville, N.J. 08232 - (609) 646-7411
- ☐ LONG BEACH ISLAND OFFICE - Long Beach Blvd. & Division Avenue, Surf City, N.J. 08008 - (609) 494-2121
- ☐ MYSTIC ISLAND/TUCKERTON OFFICE - 28-9 Radio Road, Mystic Island, N.J. 08087 - (609) 296-9200
- ☐ MANAHAWKIN OFFICE - 377 Route 72 East, Manahawkin, N.J. 08050 - (609) 597-2323
- ☒ ABSECON OFFICE - 20 New Jersey Avenue, Absecon, N.J. 08201 - (609) 646-1900
- ☐ GALLOWAY TOWNSHIP OFFICE - 117 West White Horse Pike, Pomona, N.J. 08240 - (609) 652-1202
- ☐ MAYS LANDING OFFICE - 521 West Harding Highway, Mays Landing, N.J. 08330 - (609) 625-2261
- ☐ LINWOOD OFFICE - 601 New Road, Linwood, N.J. 08221 - (609) 927-3500
- ☐ MARGATE OFFICE/DOWNBEACH AREA - 8510 Ventnor Avenue, Margate, N.J. 08402 - (609) 822-4200
- ☐ BRIGANTINE OFFICE - 3218 Brigantine Boulevard, Brigantine, N.J. 08203 - (609) 266-2121
- ☐ NEW HOMES SALES - Black Horse Pike & Noah's Road, Pleasantville, N.J. 08232 - (609) 484-0021
- ☐ INSURANCE DIVISION - 921 Black Horse Pike, Pleasantville, N.J. 08232 - (609) 646-6061

74 3. PERSONAL PROPERTY AND FIXTURES.

75 The following items are INCLUDED in this sale. Gas and electric fixtures, cooking ranges and ovens, hot water
76 heaters, linoleum, wall to wall carpeting, T.V. antenna systems, screens, storm sash, shades, Venetian blinds,
77 awnings, radiator covers, and heating apparatus, if any, except where owned by tenants. The following items are
78 also specifically included. All beds furniture, kitchen equipment, refrigerators & freezers
79 food & supplies. A inventory list will be taken by purchaser & seller before
80 closing, sprinkling system, washer/dryer
81 The following items are EXCLUDED from this sale. IF NONE, STATE "NONE."

82 4. TENANTS IF ANY.

83 This sale is made subject to the following tenancies. The Seller warrants that these tenancies are not in violation
84 of existing Municipal, County, State, or Federal rules, regulations or laws. IF NONE, STATE "NONE." If written
85 lease attach copy. NAME LOCATION RENT TERM

86 5. INSURABILITY OF TITLE.

87 Title to be conveyed shall be marketable and insurable, at regular rates, by any title insurance company
88 licensed to do business in the State of New Jersey, subject only to the easements and restrictions of title record that
89 do not affect the proposed use of the property.

90 6. QUALITY OF TITLE.

91 This sale will be subject to easements and restrictions of record, if any, and such state of facts as an accurate
92 survey might disclose. Generally, an easement is a right of a person other than the owner of Property to use a
93 portion of the property for a special purpose. A restriction is a recorded limitation on the manner in which a Property
94 owner may use his property. The Purchaser does not have to complete the purchase, however, if any easements,
95 restriction or facts disclosed by an accurate survey or title search would substantially interfere with the use of the
96 Property for residential purposes.

97 The sale will also be made subject to applicable zoning ordinances. Seller represents that neither the property nor
98 the property's current use violates applicable zoning ordinances.

99 7. SELLER'S RIGHT TO PAY CLAIMS AT CLOSING.

100 The Seller shall have the privilege of paying off existing mortgages, judgments or debts affecting the property
101 from the proceeds of this sale at the time of closing. With the exception of a mortgage assumption by the Purchasers
102 the seller authorizes the closing attorney to disburse these monies from the proceeds to pay off these encumbrances
103 at closing.

104 8. SELLER'S WARRANTIES.

105 Seller warrants and represents that the plumbing, air conditioning, electrical, heating, intercom, well and pumps,
106 ventilating and septic systems (where applicable) are in working order and shall be so at the time of closing. Seller
107 further warrants that they know of no existing defects in any of these systems. IT IS THE RESPONSIBILITY OF THE
108 PURCHASER to ascertain that these systems are in working order as this warranty shall not survive the closing
109 of title. This paragraph also pertains to existing appliances included in the selling price.

110 9. BUYER'S INSPECTION.

111 Seller agrees to permit the Purchaser and/or his duly authorized representative to examine the subject premises
112 and systems at any reasonable time before the closing of title.

113 10. NO RELIANCE ON OTHERS.

114 This agreement is entered into based on the knowledge of the parties as to the value of the land and whatever
115 buildings are upon the property and not on any representations made by the Seller, the named REALTOR(S) or their
116 agents as to character or quality.

117 11. NO ASSIGNMENT.

118 This agreement shall not be assigned without the written consent of the Seller. This means that Purchaser may not
119 transfer his right under this Agreement to buy the Property to anyone else.

120 12. ATTORNEY REVIEW:

121 1. Study by Attorney

122 The Buyer or the Seller may choose to have an attorney study this contract. If an attorney is consulted,
123 the attorney must complete his or her review of the contract within a three-day period. This contract will
124 be legally binding the end of this three-day period unless an attorney for the Buyer or the Seller reviews
125 and disapproves of this contract.

126 2. Counting the Time

127 You count the three days from the date of delivery of the signed contract to the Buyer and the Seller.
128 You do not count Saturdays, Sundays or legal holidays. The Buyer and the Seller may agree in writing to
129 extend the three-day period for attorney review.

130 3. Notice of Disapproval

131 If an attorney for the Buyer or the Seller reviews and disapproves of this contract, the attorney must
132 notify the REALTOR(S) and the other party named in this contract within the three-day period. Otherwise this
133 contract will be legally binding as written. The attorney must send the notice of disapproval to the
134 REALTOR(S) by certified mail, by telegram, or by delivering it personally. The telegram or certified letter will be
135 effective upon sending. The personal delivery will be effective upon delivery to the REALTOR'S office. The
136 attorney may also, but need not, inform the REALTOR(S) of any suggested revision(s) in the contract that
137 would make it satisfactory.

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SELLER(S) INITIALS

BUYER(S) INITIALS

ADDENDUM TO AGREEMENT OF SALE

PURCHASER'S HOME INSPECTION OPTION

This sale is contingent upon purchasers, obtaining at their own expense, a satisfactory structural inspection of the subject property within 10 days of the effective date of this agreement.

In the event of any major structural defect, either party reserves the right to correct such defects or void this agreement as herein provided. In the event that this agreement is voided then all deposit monies paid hereunder shall be returned to the purchaser with no further obligations to either party under the terms of this agreement.

All notices as to the correction of any major structural defects shall be in writing and must be recieved within three days of the expiration of this contingency. In the event notification is not delivered within this time frame by certified mail or hand delivery, then this contingency shall be automatically waived by all parties.

Witness of Purchaser

[Signature]

Purchaser

Date

Purchaser

Date

Witness of Seller

[Signature]

Seller

Date

Seller

Date

CENTURY 21[®]

Real Estate Fact Sheet

REST HOME LOCATED IN THE HEART OF ATLANTIC COUNTY WITH
33 BEDS - PLUS ADDITIONAL HOUSE & GARAGE. STATE APPROVED

POSITIVE CASH FLOW



PARADE OF HOMES
 20 New Jersey Avenue
 Absecon, New Jersey 08201
 Business (609) 646-1900
 Evenings (609) 652-1124



MARLENE P. FRANKEL
 Broker-Salesperson

Each Office Is Independently Owned And Operated

Address: 637 DOUGHTY ROAD
PLEASANTVILLE, N.J.

Exclusive Features: THIS IS A STATE
CERTIFIED REST HOME. INDIVIDUALS
ARE PAID BY STATE AND PRIVATE. SOME
RESIDENTS HAVE BEEN THERE FOR 17 YEARS.
ADDITIONAL HOUSE & APARTMENT ON
PREMISES. INCOME DOES INCREASE
BY PATIENTS WHO STAY FOR A SHORT
TIME. THIRTY PATIENTS HAVE BEEN THERE
CONTINUOUSLY FOR MANY YEARS.

This Property Marketed By: CENTURY 21 PARADE OF HOMES
MARLENE FRANKEL, BROKER/SALESPERSON

Put your trust in Number One™

® and ™ trademarks of Century 21 Real Estate Corporation
 Equal Housing Opportunity ®
 EACH OFFICE IS INDEPENDENTLY OWNED AND OPERATED.

Price: ~~\$445,000~~ 395,000 Reduced

Style: REST HOME Age: 50±

#Bdrs: 17/33 BEDS #Baths: 7

L.R. 20.5x12.6 D.R. 20.8x14.4

F.R. 11.7x9 KIT. 18.2x16

Bdrm. SEE ATTACHED SHEET m.

Bdrm. Bdrm.

Fireplace Deck

Basement FULL Garage 2 LEAN TO

Lot Size 140 x 157

Taxes 1990 - \$8,116

Heat GAS Air

Other SEE ATTACHED SHEET



Century 21
 PARADE OF HOMES

VINLY SIDING, ASBESTES-CONCRETE FRAME , VERY GOOD CONDITION

Pleasant Manor Rest Home floor lay out & room sizes

There are a total of three buildings, Main unit- New addition - & house
There is a porch which is used for smoking, NO SMOKING ALLOW IN THE BUILDING.
There is an additional house, in which the owner has an apartment with
two bedrooms, living room, kitchen, This house has a boarding license, which
owner does not use.

This house has a private bedroom down stairs & a dining area which is used
for employees 15.5x6' Upstairs there is a bath & three bedrooms
GARAGE FOR TWO CARS (9x120-12x13.3 -10.2x15.4)

Main unit has:

BASEMENT WITH FRONT ENTRANCE TO LET IN SUPPLY PEOPLE. ALSO HAS AN ENTRANCE
THROUGH MAIN BUILDING. THE BASEMENT HAS A BATH & FINISHED BEDROOM FOR MAINTAINACE MA
SECURITY MAN, ALSO HAS UTILITY ROOM WITH TWO HOT WATER HEATERS & HEATER,
THREE HEATING SYSTEMS, WASHER, DRYER, 2 REFRIGERATORS, 2 FREEZERS, LOCKED
SUPPLY ROOM.

MAIN FLOOR HAS

ROOM #17 PRIVATE ROOM	6.6x11
LIVING ROOM, FAN PANELLED	20.5x12.6
ROOM #1 PRIVATE	8.x7.6
ROOM #6 DOUBLE WITH BATH	15x8
LINEN ROOM	
ROOM #2 PRIVATE	8x9
ROOM #3 DOUBLE (HALL BATH) (650.)	14x10
ROOM #5 PRIVATE (700)	8x10
ROOM #4 DOUBLE PRIVATE BATH	
DINING ROOM	20.8x14.4wide
with outside exit	
vinly flooring or linol. throughout	
KITCHEN TWO GAS STOVES, CABINETS FOUR SINKS	18.2x6
DISHWASHER, PORTABLE, MEDICINE CABINETS,	
REFRIGERATOR, NEW EXHAUST SYSTEM JUST PUT IN	
COST OF \$8,000.. FIRE ALARN & SPRINKLER SYSTEM	
CENTRAL SYSTEM, WATER TEMPERATURE CONTROLLED	

EXIT DOWN HALL FROM KITCH, THERE IS A SITTING
ROOM OFF KITCHEN

ROOM # 7 THREE BEDS - SHOWER & BATH	17x10
ROOM # 8 THREE BEDS - SHOWER & BATH SHARE	17x10
SITTING ROOM WITH PHONE	11.7x9

BATH & SHOWER

OUT SIDE EXIT TO PORCH

1/2 BATH

FULL BATH

ROOM #9 double	14x10
ROOM #10 FOUR BEDS	20x15.4
OFFICE SMALL FOR DOCTOR	
ROOM # 11 DOUBLE	12x10
ROOM #16 SINGLE (600)	8x11
ROOM # 15 DOUBLE	11x13.1
ROOM #12 DOUBLE	11.x13.1
ROOM # 13 DOUBLE	12x13
ROOM #14 DOUBLE	12x13

EXIT

SHED, UTILITY ROOM FOR WATER HEATER & SPRINKLERS FOR L SHAPE

EXPENSES	MONTHLY	YEARLY
ACCOUNTANT	\$180.00	\$2,160.00
TAXES	\$676.33	\$8,116.00
FUEL, GAS & ELECTRIC	\$1,000.00	\$12,000.00
SEWERAGE \$100.00		
PER PERSON	\$275.00	\$3,300.00
FOOD	\$1,400.00	\$16,800.00
EMPLOYEE'S		
7 PART TIME	\$1,500.00	\$18,000.00
INSURANCE, FIRE		
& LIABILITY		\$2,500.00
NURSE		\$6,000.00
TELEPHONE	\$200.00	\$2,400.00
OWNER SALARY		\$20,000.00
SECURITY/FIRE	\$90.00	\$1,080.00

Total debts

\$92,356.00

INCOME

YEARLY

21-22 S.S.I. STATE APPROVED INCOME OF	\$477.05 monthly.	
	\$10,495.10 month	\$125,941.20
1 person per. month	\$700.00 month	\$ 8,400.00
5 people per. month	\$550.00	
1 person per month	\$2750.00 month	\$ 33,000.00
	\$600.00	\$ 7,200.00

Income for S.S.I. is a total of \$536.05, less \$59.00 a month for people to spend for spending money leaves a total of \$477.05 monthly per person

Rest Home is required to give each person 3 meals per day one washing per week & to wash sheets & linens twice a month.

2 times a year SSI gives energy money back to patients \$275.00 winter. \$175.00 in Spring. Patient keeps 60%. Rest Home keeps 40%

winter \$3,300.00
Spring \$2,100.00

Total income

\$179,941.20

NET INCOME

\$ 87,585.20

637 Doughty Road, Pleasantville

Pleasant Manor

PROPERTY RECORD AND APPRAISAL CARD

25 REAL ESTATE DESCRIPTION

BLOCK 46 4.29
LOT 55 25

PROPERTY ADDRESS

633-35 Doughty Rd.
City of Pleasantville, N.J.

OWNERSHIP RECORD
NAME DATE VALUE

DATE VALUE

SALES RECORD

SALES AND ASSESSMENT RECORD

REMARKS

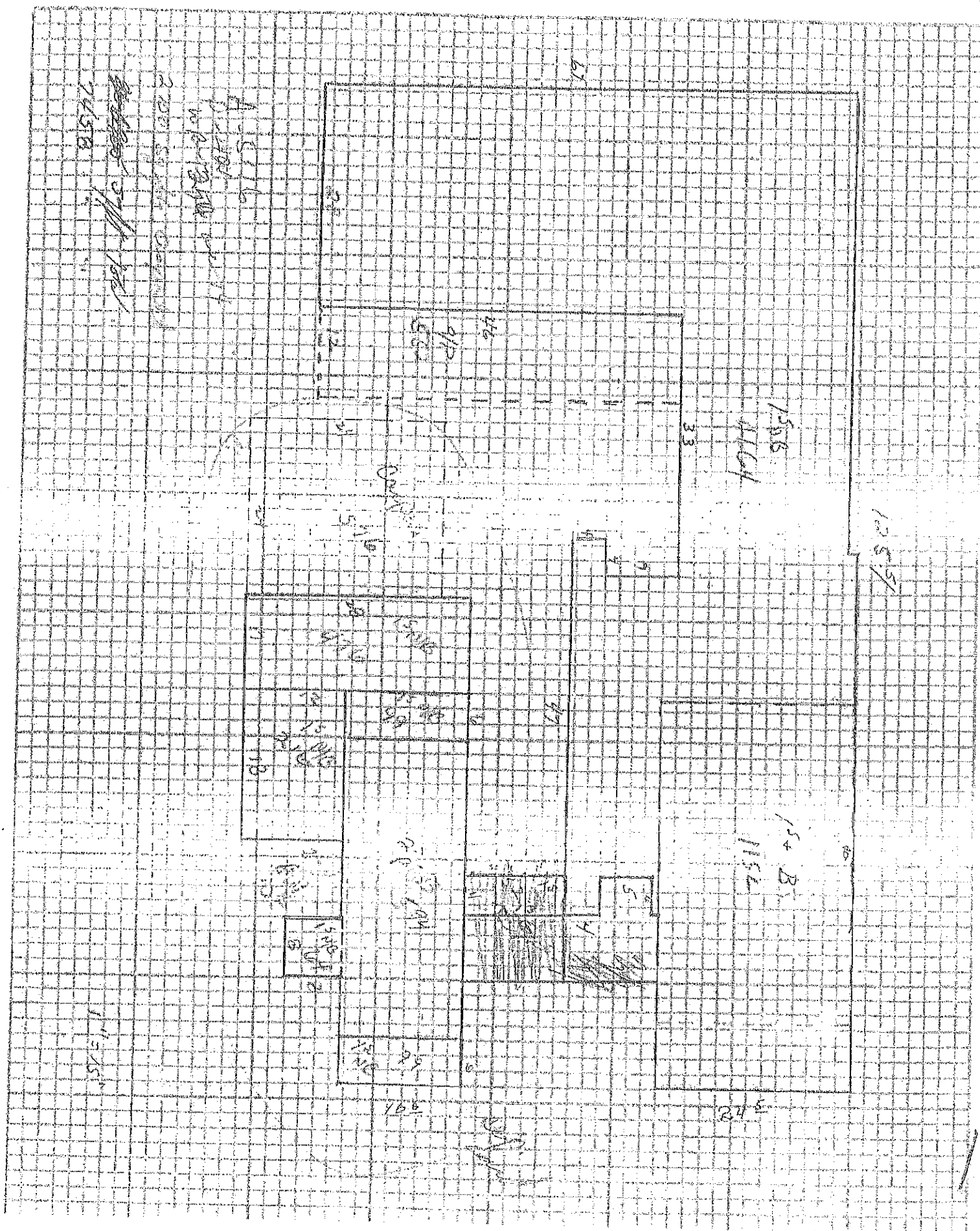
Date	Sale Price	Ratio	Year	Land	Building	Personal	Exemption	Total	REMARKS
12/18/82	285,000	2.25	1970	300	72,570		5.0	77,570	
12/18/82	285,000		1971	300	72,570		5.0	77,570	
12/18/82	285,000		1972	300	72,570		5.0	77,570	
12/18/82	285,000		1973	300	72,570		5.0	77,570	
12/18/82	285,000		1974	300	72,570		5.0	77,570	
12/18/82	285,000		1975	300	72,570		5.0	77,570	
12/18/82	285,000		1976	300	72,570		5.0	77,570	
12/18/82	285,000		1977	300	72,570		5.0	77,570	
12/18/82	285,000		1978	300	72,570		5.0	77,570	
12/18/82	285,000		1979	300	72,570		5.0	77,570	
12/18/82	285,000		1980	300	72,570		5.0	77,570	
12/18/82	285,000		1981	300	72,570		5.0	77,570	
12/18/82	285,000		1982	300	72,570		5.0	77,570	
12/18/82	285,000		1983	300	72,570		5.0	77,570	
12/18/82	285,000		1984	300	72,570		5.0	77,570	
12/18/82	285,000		1985	300	72,570		5.0	77,570	
12/18/82	285,000		1986	300	72,570		5.0	77,570	
12/18/82	285,000		1987	300	72,570		5.0	77,570	
12/18/82	285,000		1988	300	72,570		5.0	77,570	
12/18/82	285,000		1989	300	72,570		5.0	77,570	
12/18/82	285,000		1990	300	72,570		5.0	77,570	
12/18/82	285,000		1991	300	72,570		5.0	77,570	
12/18/82	285,000		1992	300	72,570		5.0	77,570	
12/18/82	285,000		1993	300	72,570		5.0	77,570	
12/18/82	285,000		1994	300	72,570		5.0	77,570	
12/18/82	285,000		1995	300	72,570		5.0	77,570	
12/18/82	285,000		1996	300	72,570		5.0	77,570	
12/18/82	285,000		1997	300	72,570		5.0	77,570	
12/18/82	285,000		1998	300	72,570		5.0	77,570	
12/18/82	285,000		1999	300	72,570		5.0	77,570	
12/18/82	285,000		2000	300	72,570		5.0	77,570	
12/18/82	285,000		2001	300	72,570		5.0	77,570	
12/18/82	285,000		2002	300	72,570		5.0	77,570	
12/18/82	285,000		2003	300	72,570		5.0	77,570	
12/18/82	285,000		2004	300	72,570		5.0	77,570	
12/18/82	285,000		2005	300	72,570		5.0	77,570	
12/18/82	285,000		2006	300	72,570		5.0	77,570	
12/18/82	285,000		2007	300	72,570		5.0	77,570	
12/18/82	285,000		2008	300	72,570		5.0	77,570	
12/18/82	285,000		2009	300	72,570		5.0	77,570	
12/18/82	285,000		2010	300	72,570		5.0	77,570	
12/18/82	285,000		2011	300	72,570		5.0	77,570	
12/18/82	285,000		2012	300	72,570		5.0	77,570	
12/18/82	285,000		2013	300	72,570		5.0	77,570	
12/18/82	285,000		2014	300	72,570		5.0	77,570	
12/18/82	285,000		2015	300	72,570		5.0	77,570	
12/18/82	285,000		2016	300	72,570		5.0	77,570	
12/18/82	285,000		2017	300	72,570		5.0	77,570	
12/18/82	285,000		2018	300	72,570		5.0	77,570	
12/18/82	285,000		2019	300	72,570		5.0	77,570	
12/18/82	285,000		2020	300	72,570		5.0	77,570	

TOPOGRAPHY		ZONING OR USE		TOPOGRAPHY		TRADING CTR.		ACRES		LAND VALUE CALCULATION						
Level	Residential	Level	Level	Distance to Trading Center	Cultivable	Size of lot or Number of Acres	Soil Class	Base Unit Value	Depth, Corner, or Other Influence				Adjusted Unit Value	Total Value		
High	Apartment	Rolling	Low	WATER	Pasture				Table	Factor	Table	Factor				
Low	Commercial	Light Indust.			Forest Trees											
IMPROVEMENTS		Heavy Indust.	ROAD		Waste											
Sidewalk	Asphalt		Paved Road		Roads, Streams											
Curbs	Brick		All-Weather Rd.													
Wells	Concrete		Dir Road		Stream											
Sewers	Mosaic or Gravel		No Road Outlet	DRAINAGE	Total Acres											
Gas			Distance to At-Weather Rd.	Natural Artificial	MIN/RL LANDS											
	Unpaved Driv.			Type	Total Acres											
ADDITIONAL INFORMATION ON MAJOR ALTERATIONS TO PRINCIPAL BUILDING —																
OTHER SPECIAL NOTES																

ADDITIONAL INFORMATION ON MAJOR ALTERATIONS TO PRINCIPAL BUILDING -
OTHER SPECIAL NOTES

6/3/74 - 2594 - Addition - \$6,000.00
3/28/78 - 2594 - Addition - \$9,500.00
2/26/81 - 2594 - Addition - \$1,000.00
12/30/81 - 2594 - Addition - \$2,300.00

ADJUSTMENT FOR RURAL LAND		LOCATION ADJUSTMENT FACTOR	
Type of Road	Adjusted Value	Location Adjustment Factor	Adjusted Value
Distance to all-weather road			
Distance to local trading center			
Total			





NEW JERSEY STATE DEPARTMENT OF HEALTH
Application - Certificate of Need

FOR STATE USE ONLY

CYCLE _____ APPLICATION NO. _____

Category 1 - Transfer of Ownership

- ☐ Skilled Nursing Facility
☐ Intermediate Care Facility
☒ Sheltered Care Facility

Name of Facility The Pleasant Marion Rest Home Telephone 641-2070

Facility Address: Street 637 Doughty Road
City Pleasantville County Atlantic Zip Code 08232

Type of Facility Residential Health Care Type of Ownership _____

Facility Representative Myongja Foss

Representative Address: Street 637 Doughty Road
City Pleasantville County Atlantic Zip Code 08232

Title Owner/Operator Telephone: Business 641-2070
Home 641-2070

A. 1. Type of Transfer

- ☒ Purchase of Facility/Operation
☐ Leasehold of Facility/Operation
☐ Sale/Transfer of 51% or more Stock
☐ Other (specify) _____

A. 2. Name of Present Owner Maryjo Foss Telephone 644-2070

Address: Street 637 Doughty Road

City Pinebluff County Atlantic Zip Code 28232

3. Name of Prospective Owner Somson Enterprises, Inc Telephone (609) 267-5993

Address: Street Cape St & Weymouth St

City Elwood County Atlantic Zip Code 08217

4. Effective date of Transfer of Ownership April 22, 1991

5. Total Costs of the Transfer of Ownership as noted in A.1. \$ 360,000

B. Project Narrative: Provide below a narrative for each of the following topics. Use additional sheets, if necessary, and attach to application.

1. Identification of those factors which indicate a need for this transfer of ownership; for example, death or retirement for any reason of present owner, sale of facility or of stock of the facility corporation, or any other similar reason. *The transfer of ownership is due to the sale of the facility from the present owner Maryjo Foss to Somson Inc.*
2. Objectives of the transfer with respect to benefits and efficiencies resulting from the transfer.

3. Other supplemental information for consideration of this project.

1. The previous owner has a very sick mother and she does not have enough time to attend to the needs of her clients.

C. Proposed Method of Financing the Project:

1. Available Cash		\$ <u>87,000</u>
2. Cash from Current Income		<u> </u>
3. Mortgage	} Give details in "D"	<u>223,000</u>
4. Loans <i>Secured Mort.</i>		<u>50,000</u>
5. Lease Agreements		<u> </u>
6. Other (specify)		<u> </u>
<u> </u>		<u> </u>
<u> </u>		<u> </u>
<u> </u>		<u> </u>
TOTAL		\$ <u>360,000</u>

D. Mortgage/Loans/Lease Agreements

Attach a copy of any mortgage, loan or lease agreements.

LENDER/LENDING INSTITUTION	AMOUNT	RATE OF INTEREST	ANNUAL PAYMENT	MATURITY DATE
<i>Assumable mortgage</i>	<i>\$223,000</i>	<i>10 1/2 %</i>	<i>\$</i>	<i>10 years</i>
<i>Loan for Secured Mort.</i>	<i>50,000</i>	<i>10 %</i>		<i>5 years</i>
	<i>\$273,000</i>	<i>10 1/4 %</i>	<i>\$</i>	

E. 1. Statistics - Skilled Nursing Beds

ITEM	CURRENT YEAR 19	P R O J E C T I O N S	
		1st YEAR 19	2nd YEAR 19
Number of maintained beds			
% of occupancy	%	%	%
Number of patient days			
Average charge per patient day	\$	\$	\$

2. Schedule of Estimated Charges - Skilled Nursing Beds
(For Projected Years)

<u>Bed Accommodation</u>	<u>Rate</u>	<u>No. of beds in this category</u>
Single	\$ per	
Double	\$ per	
Three-Bed	\$ per	
Four-Bed	\$ per	
TOTAL		

3. Income

INCOME (Based on above Statistics)	PATIENT MIX	CURRENT YEAR 19	P R O J E C T I O N S	
			1st YEAR 19	2nd YEAR 19
Room, Board:	*****	*****	*****	*****
Self-Pay		\$	\$	\$
Medicare				
Medicaid				
Other (Specify)				
	100%			
Sub-Total				
LESS: Allowance for Bad Debts				
Total		\$	\$	\$

G. 1. Statistics - Sheltered Care Beds

ITEM	CURRENT YEAR <i>April 1991</i>	P R O J E C T I O N S	
		1st YEAR 1992	2nd YEAR 1993
Number of maintained beds	33	33	33
% of occupancy	100%	100%	100%
Number of patient days	365	365	365
Average charge per patient day	\$ 16.50	\$ 16.50	\$ 16.50

2. Schedule of Estimated Charges - Sheltered Care Beds
(For Projected Years)

Bed Accommodation	Rate	No. of beds in this category
Single	\$ 700 ⁵⁵⁰ per <i>Month</i>	5 ⁵
Double	\$ 600 ⁵⁵⁰ per	9 ⁹
Three-bed	\$ 495.00 ^{495.00} per	2 ²
Four-bed	\$ 495.00 ^{495.00} per	2 ⁴
TOTAL		<u>33</u>

3. Income

INCOME (Based on above Statistics)	PATIENT MIX	CURRENT YEAR 1991	P R O J E C T I O N S	
			1st YEAR 19	2nd YEAR 19
Room, Board:	*****	*****	*****	*****
Self-Pay		\$41,876.00	\$	\$
Medicare		38,280.00		
Medicaid		120,994.00		
Other (specify) <i>HA</i>		2,004.00		
<i>Energy for SSTC</i>				
<i>Winter 280 x 40</i> <i>Spring 17 x 40</i>	100%			
Sub-Total	33			
LESS: Allowance for Bad Debts				
TOTAL		\$	\$	\$

H. Operating Expenses

EXPENSE	CURRENT YEAR 19	P R O J E C T I O N S	
		1st YEAR 19	2nd YEAR 19
<u>Administration</u>	20,000		
Salaries <i>owner</i>	\$	\$	\$
Accounting	2,160.00		
Advertising	—		
Auto	—		
Dues	—		
Insurance	2,500.00		
Interest	—		
Legal	—		
✓ Office Supplies			
✓ Postage			
Taxes	8,116.00		
Telephone & Telegraph	2,400.00		
Travel & Entertainment			
Other			
<u>Health Care Services</u>			
Salaries <i>nurse</i>	6,000		
Professional Fees	—		
Rental of Equipment	—		
Supplies	—		
Drugs	—		
Others	—		
<u>Ancillary Services</u>			
Pharmacy	—		
Physio-Therapy	—		
Laboratory	—		
X-Ray	—		
Occupational Therapy	—		
<u>Dietary</u>			
Salaries	18,000		
Raw Food	16,800		
Supplies			

Salary — Laundry
 Salary — Dietary
 Salary — Housekeeping

7 Part time — How many hours

H. Operating Expenses Continued

EXPENSE	CURRENT YEAR 19	P R O J E C T I O N S	
		1st YEAR 19	2nd YEAR 19
<u>Laundry & Linen</u>			
✓ Salaries			
✓ Supplies			
✓ Linens			
<u>Housekeeping</u>			
✓ Salaries			
✓ Supplies			
Contract Services			
<u>Plant Operation & Maintenance</u>			
Salaries			
Electric, Gas, Water & Sewer	12,000 - 3,300		
✓ Exterminator			
✓ Repairs			
✓ Supplies			
Rental			
✓ Depreciation			
Other			
<u>Miscellaneous</u>			
Alarm	1080.		
Total Expenses	()		
Total Patient Days	365		
Cost per Patient Day			
<u>Income</u>			
Skilled Nursing			
Intermediate Care			
Sheltered Care			
Total Income			
Total Expenses			
Net - Income/Loss	\$	\$	\$

I. Supplementary Information

1.

DEPRECIATION	HISTORICAL COST	ESTIMATED LIFE	PROJECTED AMOUNTS	
			1st YEAR	2nd YEAR
Buildings	\$		\$	\$
Fixed Equipment				
Major Movable Equipment				
Other				
Total	\$		\$	\$

2.

FOOD SERVICE	P R O J E C T I O N S	
	1st YEAR	2nd YEAR
Number of patient meals	3/day	3/day

3. Service

Laundry	<input type="checkbox"/> Contract	<input checked="" type="checkbox"/> Processed by Facility
Maintenance	<input type="checkbox"/> Contract	<input checked="" type="checkbox"/> Performed by Facility
Housekeeping	<input type="checkbox"/> Contract	<input checked="" type="checkbox"/> Performed by Facility

4. State any other health care facility operated or owned by applicant of this Certificate of Need:

HEALTH CARE FACILITY	LOCATION	NUMBER OF BEDS
Pennington HCF	Rock + Weymouth, Elwood	12

J. Assurances:

The applicant gives assurance that:

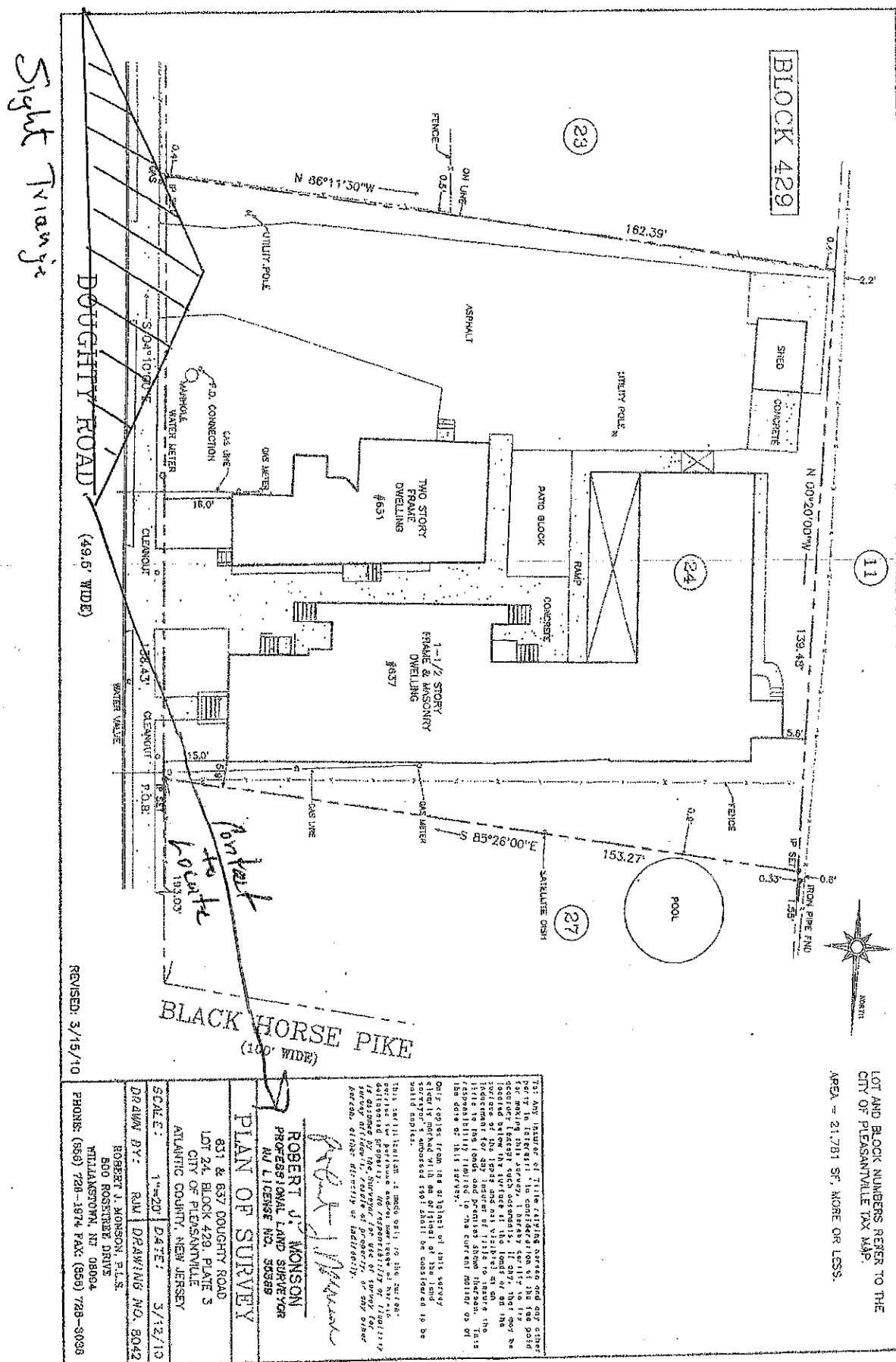
1. The attached statements and schedules are complete and correct to the best of the applicant's knowledge and belief.
2. If approved, the applicant will submit to the Commissioner of Health of the State of New Jersey for prior approval changes that would alter significantly the submitted application.
3. The applicant will cause the transfer to be completed as stated in the application and assures that no permanent change of bed capacity, expansion or modernization or acquisition of major moveable equipment, will be made at the time of transfer of the ownership of the health care facility.
4. The applicant further certifies that if this application is approved, this transfer will take place within twelve months from the date of issuance of the Certificate of Need. It is further understood that if this requirement is not met within the time limit stated, this application shall become null and void.
5. The health care facility will be operated and maintained in accordance with the standards prescribed by law for the maintenance and operation of such facilities.

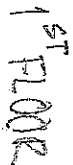
Current Owner:

<u>Responsible Officer</u>	<u>Title</u>
<u>Myongja Lee</u>	<u>owner/operator</u>
<u>Signature</u>	<u>Date</u>

Prospective Owner:

<u>Responsible Officer</u>	<u>Title</u>
<u>Pravda Jensen</u>	<u>Manager</u>
<u>Signature</u>	<u>Date</u>
<u>Pravda Jensen</u>	<u>4/10/91</u>





637 DOUGLASS RD
ALEXANDRIA, N.J. 07002
3045 1=10'

Record and return to:
Perskie Nehmad & Perillo, P.C.
P.O. Box 730
Somers Point, New Jersey 08244
ATTN: Keith A. Davis, Esq.

ATLANTIC COUNTY, NJ
MICHAEL J GARVIN, COUNTY CLERK
RCPT # 56936 RECD BY yvette
REC FEE 80.00 CON 1.00
RTF 0.00 VOL 12122
RECD 08/29/2005 05:06:01 PM
INST # 2005091917

DEED

Prepared by:


Keith A. Davis, Esquire

This Deed is made on ^{August}~~July~~ 23, 2005

BETWEEN

Cynthia Samson, whose address is 10 Huron Avenue, Unit 11D, Jersey City, New Jersey 07306, referred to as the **GRANTOR**,

AND

Pleasant Manor Rest Home, LLC, a New Jersey Limited Liability Company whose address is 10 Huron Avenue, Unit 11D, Jersey City, New Jersey 07306, referred to as the **GRANTEE**.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of One Dollar and No Cents (\$1.00). The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Pleasantville
Block No.: 429 Lot No.: 24 Account No.:
☐ No property tax identification number is available on the date of this Deed.
(Check box if applicable)

Property. The property consists of the land and all the buildings and structures on the land in the Municipality of Pleasantville, County of Atlantic, and State of New Jersey. The legal description is:

SEE EXHIBIT "A" ATTACHED

5
PV
E



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

GIT/REP-3
(7-04)

(Please Print or Type)

SELLER(S) INFORMATION (If Multiple Sellers, Each Seller Must Complete a Certification)

Name(s)

Cynthia Samson

Current Resident Address:

Street: 10 Huron Avenue, Unit 11D

City, Town, Post Office

Jersey City

State

NJ

Zip Code

07306

Home Phone

()

Business Phone

(609) 641-6665

PROPERTY INFORMATION (Brief Property Description)

Block(s)

429

Lot(s)

24

Qualifier

Street Address:

631-637 Doughty Road

City, Town, Post Office

Pleasantville

State

NJ

Zip Code

08232

Seller's Percentage of Ownership

100%

Consideration

\$1.00

Closing Date

8-23-05

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.

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.

8-23-05

Date

Signature

(Seller) Please Indicate If Power of Attorney or Attorney in Fact

Cynthia Samson

Date

Signature

(Seller) Please Indicate If Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION

(Chapter 49, P.L. 1988, as amended through Chapter 66, P.L. 2004)
To be recorded with deed pursuant to Chapter 49, P.L. 1988, as amended by Chapter 308, 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 Atlantic

} ss.

FOR RECORDER'S USE ONLY

Consideration \$ _____
RTF paid by seller \$ _____
Date _____ By _____

*Use symbol "C" to indicate that fee is exclusively for county use.

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

Deponent, Cynthia Samson, being duly sworn according to law upon his/her oath,
(Name)
deposes and says that he/she is the Grantor in a deed dated July 23 2005 transferring
(Grantor, Grantee, Legal Representative, Corporate Officer, Officer of Title Co., Lending Institution, etc.)

real property identified as Block number 429 Lot number 24 located at

631-637 Doughty Road, Pleasantville, NJ 08232

and annexed thereto.

(Street Address, Municipality, County)

(2) CONSIDERATION \$ 1.00 (See Instructions #1 and #5 on reverse side)

(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. 1988, as amended through Chapter 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

~~(a) For consideration of less than \$100.~~

(4) PARTIAL EXEMPTION FROM FEE (See Instruction #7 on reverse side)

PARTIAL EXEMPTION FROM FEE EXEMPTION FROM FEE (See Instructions #7 on reverse side)

NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption.

Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 119, P.L. 2004 and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s) ☐ 62 years of age or over. * (See Instruction #7 on reverse side for A or B)
B. { BLIND PERSON Grantor(s) ☐ legally blind or;
DISABLED PERSON Grantor(s) ☐ permanently and totally disabled ☐ Receiving disability payments ☐ Not gainfully employed*

Senior citizens, blind or disabled persons must also meet all of the following criteria.

- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of the State of New Jersey.
☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN THE CASE OF HUSBAND AND WIFE, ONLY ONE GRANTOR NEEDS TO QUALIFY IF OWNED AS TENANTS BY THE ENTIRETY.

C. LOW AND MODERATE INCOME HOUSING (See Instruction #7 on reverse side)

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
☐ Meets income requirements of region. ☐ Subject to resale controls.

(5) NEW CONSTRUCTION (See Instructions #8 and #10 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.
☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

Deponent makes this Affidavit to induce 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. 1988, as amended through Chapter 66, P.L. 2004.

Subscribed and sworn to before me
this 23 day of July, 2005
August

Kathleen M. Walters
KATHLEEN M. WALTERS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 8, 2008

Cynthia Samson
Signature of Deponent
10 Huron Ave., 11D
Deponent Address
Jersey City, NJ 07306

Cynthia Samson
Grantor Name

Grantor Address at Time of Sale

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

Exhibit "A"
To Deed between Cynthia Samson
and Pleasant Manor Rest Home LLC
Dated: August 23, 2005

Legal Description

BEGINNING at a point in the Westerly line of Doughty Road (49.5 feet wide) a distance of 193.03 feet Southwardly of the Southwesterly line of Black Horse Pike; and extending thence

(1) South 4 degrees 10 minutes East, along the Westerly line of Doughty Road, 140 feet to a point; thence

(2) North 86 degrees 11 minutes 30 seconds West, 155.20 feet to a point; thence

(3) North 01 degrees 53 minutes 44 seconds East, along lands now or formerly of Henry Reiners and Mark Risley, ~~137.80 feet~~ ^{137.80 feet} to a point in line of lands now or formerly of Alice C. Leeds; thence

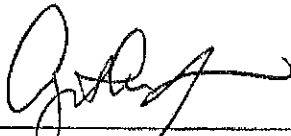
(4) South 85 degrees 26 minutes East, along same, 149.449 feet to the point and place of BEGINNING.

COMMONLY KNOWN as 637 Doughty Road

BEING THE SAME lands and premises granted and conveyed unto Cynthia Samson by Quit Claim Deed dated April 26, 2005 and recorded by the Atlantic County Clerk on May 3, 2005 as Instrument No. 2005047345.

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

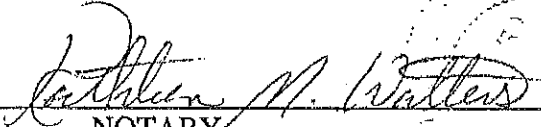
Signatures. The Grantor signs this Deed as of the date at the top of the first page.

By: 
Cynthia Samson

STATE OF NEW JERSEY :
: SS.:
COUNTY OF Atlantic :

I CERTIFY that on ~~July~~ ^{August} 23, 2005, Cynthia Samson personally came before me and stated to my satisfaction that this person:

- (a) was the maker of the attached deed;
- (b) executed this deed as his/her own act; and,
- (c) made this deed for One Dollar and No Cents (\$1.00) 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).


NOTARY
KATHLEEN M. WALTERS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 8, 2008

Affordable Fire Protection, Inc.

Linwood, NJ 08221
 609-927-9220
 F: 609-927-9001
 Linwood, NJ 08221

10/4/2017

Invoice

DATE	INVOICE NO
10/9/2017	15433

BILL TO
Pleasant Manor Rest Home 631-637 Doughty Road Pleasantville, NJ 08232

Phone #	609-927-9220
Fax #	609-927-9001

TERMS	DUE DATE	PROJECT	ACCOUNT #
Net 30	11/8/2017		I-982:631 Doughty Road

DESCRIPTION	AMOUNT
Inspection: October 4, 2017	330.00
Annual Fire Sprinkler Inspection : 631 Doughty Road, Pleasantville, NJ	
No Backflow present	
NOTE: Additional remarks and comments exist, these must be address.	
NJ Sales Tax - 6.875 %	22.69
All work is complete!	Total \$352.69
Your prompt payment is appreciated. Payments received after 30 days of the date of this invoice may be subject to a 1.5% penalty. If you have any questions regarding your invoice, please contact our office at (609) 927-9220. Thank You	Payments/Credits \$0.00
	Balance Due \$352.69

11/10/17
 HVS
 11/10/17

Prepared by:

B. J. Callaghan
BRIAN J. CALLAGHAN, ESQUIRE

MARY CAMPBELL AFFIDAVIT REGARDING 637 DOUGHTY ROAD

I, **Mary Campbell**, residing at 411 Shell Lane, Township of Egg Harbor Township, County of Atlantic, State of New Jersey, do hereby certify as follows:

I originally met Mrs. Leidenberger, the owner of the property known as 637 Doughty Road, City of Pleasantville, County of Atlantic, State of New Jersey, in the early 1970s. Mrs. Leidenberger sold the property to Mrs. Foss. I knew both owners, as I was involved in running Hesson House as a residential care facility, formerly located on 30 E. Black Horse Pike, which closed in 2016. I met Mrs. Samson in the early 1990s, as the use of the Black Horse Pike project and Mrs. Samson's use of the 33-bed rest home were substantially similar. I have known the Samsons from the 1990s until the present, and can attest that the Pleasantville Rest Home, from its original use in the 1970s until today, has existed as a rest home with 33 beds.

In preparing this Affidavit, I have had the opportunity to walk through the property with Mrs. Samson, and can confirm that the property is substantially similar to how it was in the early 1970s.

Witness B. J. Callaghan Date 11/9/19 Mary Campbell (Seal)
Mary Campbell

Sworn to and subscribed
before me this 9th day of November, 2019.

Linda M. Smith
Notary Public

LINDA M. SMITH
Commission #60070076
Notary Public, State of New Jersey
My Commission Expires
October 15, 2022

Praxedes Samson
637 Doughty Road
Pleasantville, NJ 08232
Block 429 Lot 24



PLEASANTVILLE LAND MANAGEMENT CODE

CHECKLIST A. General Requirements & Instructions

See §300-26 and 27 for further details regarding submission requirements and procedures.

Each page of this Checklist must be signed and dated by the Applicant.

The following series of Checklists were crafted to provide the City and its professionals with detailed information pertinent to each of the specific types of approvals or relief available to applicants. Applicants shall complete this Checklist A. for all applications except Applications for Zoning Permits, and shall complete Checklists C. through L. as applicable. Applicants requesting multiple approvals shall complete the appropriate Checklist for each approval requested.

Applications for Zoning Permits need only complete Checklist B.

Site Plans which include design of drainage, pavement, curbing, walkways, embankments, horizontal and vertical geometries, utilities and other pertinent structures shall be prepared, signed and sealed by a New Jersey licensed Professional Engineer. A New Jersey Registered Architect may prepare a Site Plan if limited to general locations.

Topographical and Boundary Survey information, including all subdivisions, shall be provided by or attributed to a New Jersey licensed Professional Land Surveyor.

- _____ 1. One (1) original and fourteen (14) copies of:
 - ___ A. the completed Application Forms, all certifications and other components;
 - ___ B. all required checklist(s) in completed form; and
 - ___ C. all documents, reports, plats, plans, drawings and photographs relating to the Application.
- _____ 2. All plats, plans and drawings shall contain a Title Block, including:
 - ___ A. The name and title of the Application / Project, City of Pleasantville, Atlantic County;
 - ___ B. The name, title, address, telephone and fax number of the Applicant;
 - ___ C. The name, title, address, telephone and fax number of the person who prepared the plat, plan or drawing, including the New Jersey License number and original embossed seal with signature if the preparer is a New Jersey Licensed Land Surveyor, Professional Engineer, Professional Planner or Architect;
 - ___ D. The name, address, telephone and fax number of the owner(s) of record of the Subject Property;

I, as applicant for the subject Application, acknowledge that I have read and am familiar with the procedures set forth herein for submitting and acting upon applications for Land Use Approval in the City of Pleasantville and agree to be bound by same.

Brian J. Callaghan

Signature of Applicant

Date



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- E. Written and graphic (bar) scale in inches to feet;
- F. North Arrow
- G. The original date that the plans were prepared, the date of each subsequent revision thereof and a list of specific revisions entered on each sheet.
- 3. Unless otherwise specified in Checklists C. through L., no plat, plan or drawings shall be accepted unless:
 - A. drawn to a scale of 1"=10', 1"=20', 1"=30', 1"=40', 1"=50' or 1"=60' for engineering drawings or 1/8"=1', 3/8"=1', 1/4"=1', 1/2"=1', 3/4"=1' or 1"=1' for architectural drawings, as per standard scales commercially available at any office supply store. Items drawn to such scales but subsequently reduced or enlarged shall be summarily rejected.
 - B. submitted on 24"x36" or larger sheet sizes, folded into eighths, with title block revealed. If one sheet is not sufficient to depict the entire tract, the plat, plan or drawing may be divided into sections and shown on separate sheets of equal size, with reference on each sheet as to the location of all adjoining sheets.
 - C. fully dimensioned to confirm conformity with all requirements.
 - D. dimensions are expressed to the nearest tenth of an acre when describing acreage or 2 decimal places when describing square feet of area or linear feet of distance. Bearings shall be given to the nearest 10 seconds and the error of closure shall not exceed 1 to 10,000.
- 4. A Key Map showing the entire parcel to be developed, the proposed development and the proposed street pattern, if any, within it, and the relationship of the tract to the surrounding area, with the proposed development shown in place, including all intersections and waterways within 300', at a scale not less than 1"=100', based on the City's official tax map. Where the scale of the map results in a street name not appearing, the Applicant shall legibly hand-print the missing street name.
- 5. Existing tax sheet with existing block and lot number(s) of the Subject Property(ies) as they appear on the current City Tax Map as well as all properties within 200' of the subject. Existing Street names of all streets bounding the subject property shall be clearly visible. Where the scale of the map results in a street name not appearing, the Applicant shall legibly hand-print the missing street name.

I, as applicant for the subject Application, acknowledge that I have read and am familiar with the procedures set forth herein for submitting and acting upon applications for Land Use Approval in the City of Pleasantville and agree to be bound by same.

Brian I. Callaghan
Signature of Applicant

Date



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6. Existing Zoning Map with existing block and lot number(s) of the Subject Property(ies) as they appear on the current City Tax Map as well as all properties within 200' of the subject. Existing Street names of all streets bounding the subject property shall be clearly visible. Where the scale of the map results in a street name not appearing, the Applicant shall legibly hand-print the missing street name.

Matrix containing the requirements of the Zoning District(s) in which the Subject Property(ies) are located, including the use(s) proposed, the bulk requirements of such District(s), and whether or not the proposed project conform(s) to such regulations. Such information shall be indicated on the plot or plan as well as a separate table.

7. Recent Aerial photograph depicting the Subject Property and one (1) block in each direction from the Subject Property, dated and showing the location and size of structures and from other land uses as well as all access points to such uses.

2007 aerial photography is available at no charge from the NJGIN Information Warehouse (https://njgin.state.nj.us/NJ_NJGINExplorer/TW.jsp?DLayer=NJ%202007%20Orthophotography). Should an applicant not be able to download such information, aerial photography from Google Earth, Microsoft Virtual Earth, Bing or other commercially available sources is acceptable.

8. Neighborhood characteristic photographs depicting the Subject Property from the opposite side of the street as well as all properties fronting both sides of the street of the block on which the Subject Property is located.

Such photography shall be dated and keyed to a reproduction of the City's official tax map, at a scale of not less than 1"=60', with the Subject Property and all photographed properties indicated.

9. A certified list of all property owners whose property is located within 200' of the extreme limits of the Subject Property, as they appear on the most recent tax list prepared by the Tax Assessor. Such list must be certified as current within three (3) months prior to the date of submission of the Subject Application. Such list shall include Owner's Name and Mailing Address as well as the Block number, Lot number and Property Address of the property within 200' of the Subject.

In addition to the Tax Assessor's (8½"x11") printout, such list shall be depicted on the plans.

10. Certification that there are no outstanding uncollected fees or escrows resulting from past applications or prior submissions by the Applicant, or any entity now or previously related to the applicant, involving this property or any other properties connected with the Applicant within the City of Pleasantville. No applications will be processed if the applicant owes the City or its professionals monies from previous applications.

I, as applicant for the subject Application, acknowledge that I have read and am familiar with the procedures set forth herein for submitting and acting upon applications for Land Use Approval in the City of Pleasantville and agree to be bound by same.

Brian I. Callaghan
Signature of Applicant

Date



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- ____ 11. Certification from the Zoning Officer and/or City Engineer that any conditions required as a result of any prior approval granted for the Subject Property have been fulfilled.
- ____ 12. Certification from the City Tax Collector that all taxes and assessments are paid and current as of the date the Application is submitted, or that adequate provision for payments has been made in a matter satisfactory to the City.
- ____ 13. Statement regarding any prior Planning Board or Zoning Board of Adjustment appeal, approval or denial related to the Subject Property.
- ____ 14. Copies of protective covenants or deed restrictions affecting any portion of the Subject Property or any adjacent property (if obtainable).
- ____ 15. The location, width, legal (metes and bounds) description, use(s) for which they are intended, any limitations thereof and the manner of control or maintenance for all existing or proposed utility easements, right-of-way dedications and/or sight triangle dedication(s) affecting the Subject Property.

Items 14. and 15. are intended to address, but are not limited to, existing or proposed easements to telephone, electric, gas, water and sewer utilities; deed restrictions and covenants, master deeds and proposed by-laws of any homeowner's or community associations; proposed deeds to dedicate any portion of the affected property for public use or for ownership by any public body.

- ____ 16. Detailed narrative describing the existing use and condition of and the development proposed for the Subject property, addressing the individual lands and buildings therein, including a statement of the applicant's intent with respect to the ownership, sale and leasing of the project or the various components thereof.
- ____ 17. Detailed narrative justification for any requested waivers from any Checklist requirement. **Items which are not applicable shall be addressed as N/A.**
- ____ 18. Detailed narrative justification for any requested waiver(s) from any development standard and/or regulation where a variance is not required.
- ____ 19. Evidence that the Applicant has sufficient control over the Subject Property to effectuate the proposed development. Including, as appropriate:
 - ____ A. Property Owner's authorization to file the application when the Owner is not the Applicant.

I, as applicant for the subject Application, acknowledge that I have read and am familiar with the procedures set forth herein for submitting and acting upon applications for Land Use Approval in the City of Pleasantville and agree to be bound by same.

Brian J. Callaghan
Signature of Applicant

Date

Praxedes Samson
637 Doughty Road
Pleasantville, NJ 08232
Block 429 Lot 24



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Each page of this Checklist must be signed and dated by the Applicant.

____ B. Notarized signature of the Applicant or Agent for the Applicant.

- ____ 20. All Application Fee(s) and Escrow Deposit(s), including Tax Map Update Fees for subdivisions or lot consolidations. No application will be processed which does not include the appropriate Fees and Escrows.

The Applicant shall be responsible to insure that Fees and Escrow Deposits are sufficient to address all approvals required, consistent with the Fee Schedule under §300-9. The City reserves the right to require additional Application Fees and Escrow Deposits should the review of the Application find that additional approvals are required.

Once such additional approvals have been identified, the City, and or its professionals shall immediately cease review of the subject application and issue a letter to the Board Secretary informing the Secretary of the situation. The Board Secretary shall immediately inform the Applicant of the necessity for additional funds. The review of the application shall not resume until the appropriate funds have been submitted.

- ____ 21. The Zoning Officer, Planning & Redevelopment Advisory Committee, Planning Board or Zoning Board of Adjustment, through their respective professionals, reserves the right to require such additional information as may be deemed necessary and appropriate for a full consideration of the entirety of the Subject Application.

While no application shall be deemed Incomplete for the lack of such information, the entities so indicated reserve the right to delay the granting of approvals until such information has been submitted and appropriately reviewed.

I, as applicant for the subject Application, acknowledge that I have read and am familiar with the procedures set forth herein for submitting and acting upon applications for Land Use Approval in the City of Pleasantville and agree to be bound by same.

Brian J. Callaghan
Signature of Applicant

Date



PLEASANTVILLE LAND MANAGEMENT CODE

CHECKLIST J. Certificate of Nonconformity Pursuant to N.J.S.A. 40:55d-68.

See §300-20, 26 & 27 for further details regarding submission requirements and procedures.

Each page of this Checklist must be signed and dated by the person completing the Checklist.

APPLICATIONS FOR CERTIFICATE OF NONCONFORMITY

Pursuant to N.J.S.A. 40:55d-68:

any nonconforming use or structure existing at the time of the passage of the Land Management Code may be continued upon the lot or in the structure so occupied and any such structure may be restored or repaired in the event of partial destruction thereof.

A prospective purchaser, prospective mortgagee or any other person interested in any land upon which a nonconforming use or structure exists may apply in writing for the issuance of a Certificate of Nonconformity, certifying that the use or structure existed before the adoption of the section of the Land Management Code which rendered the use or structure nonconforming.

The Applicant for a Certificate of Nonconformity shall have the burden of proof.

Application for a Certificate of Nonconformity may be made to the Zoning Officer within one (1) year of the adoption of the section of the Land Management Code which rendered the use or structure nonconforming, or at any time to the Zoning Board of Adjustment.

The Pleasantville Land Management Code was adopted on the date indicated under §300-1 therein. Until such time as the Land Management Code is amended, such date shall be the Test Date for any nonconformity. Upon any amendment to the Land Management Code, the date of adoption of an ordinance amending a specific section of the Land Management Code shall become the Test Date for such section.

I, as applicant for the subject Application, acknowledge that I have read and am familiar with the procedures set forth herein for submitting and acting upon applications for Land Use Approval in the City of Pleasantville and agree to be bound by same.

B. Rullyh 0/22/19
Signature of Applicant Brain J. Callaghan Date



PLEASANTVILLE LAND MANAGEMENT CODE

CHECKLIST J.

Certificate of Nonconformity
Pursuant to N.J.S.A. 40:55d-68.

See §300-20, 26 & 27 for further details regarding submission requirements and procedures.

Each page of this Checklist must be signed and dated by the person completing the Checklist.

Certificate of Nonconformity is being sought for nonconforming:

() Use () Building (X) Both

Explain in detail the present nature of the nonconformity (use additional sheets if necessary):

The property is a residential health care facility for 33 people.

List all submitted evidence supporting the claim of nonconformity (use additional sheets if necessary):

1. Application with attachment showing the Items 1-10.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

I, as applicant for the subject Application, acknowledge that I have read and am familiar with the procedures set forth herein for submitting and acting upon applications for Land Use Approval in the City of Pleasantville and agree to be bound by same.

B. Rully
Signature of Applicant Brain J. Callaghan

10/22/16
Date



PLEASANTVILLE LAND MANAGEMENT CODE

CHECKLIST J.

Certificate of Nonconformity
Pursuant to N.J.S.A. 40:55d-68.

See §300-20, 26 & 27 for further details regarding submission requirements and procedures.

Each page of this Checklist must be signed and dated by the person completing the Checklist.

- X 1. All General Checklist Requirements in such number as indicated in Checklist A.
- X 2. Topographical Outbound Survey of the Subject Property, at a scale of not less than 1"=50', prepared by a New Jersey Licensed Land Surveyor. If Survey is dated more than 2 years prior to the date of submission of the Subject Application, an Affidavit of No Change, prepared by a New Jersey Licensed Land Surveyor, certifying that the submitted survey depicts the true existing conditions on the subject property, shall also be required. The Survey shall include the distances between the proposed building(s) and any other buildings on adjacent lots (on both sides and the rear of the Subject Property).
- X 3. Lot area expressed both in acreage and square feet, to the nearest tenth of an acre.
- X 4. **Test Date** for the portion of the Land Management Code which rendered the use or structure nonconforming. 1978.
- X 5. **Detailed narrative** supporting the lawful use of the Subject Property or the lawful existence of the nonconforming nature of the structure prior to the Test Date.
5. The applicant has a residential health care facility for 33 people. Based upon the attached documentation the health care facility has been ongoing since 1969. The applicant purchased it in 1991 and have maintained the property in health care facility. It has been not used for a number of years, but the floor plan has never changed. The case law specifically indicates that for an abandonment to take place two items need to incur:

A. The applicant needs to have an intent to abandon.

B. The applicant needs to take overt actions to abandon the property.

In the case at hand, there was never an intent to abandon and there were no overt acts to abandon as the floor plans show the property in pristine shape ready to open. Case law further states that mere nonuse of the property does not constitute abandonment.

I, as applicant for the subject Application, acknowledge that I have read and am familiar with the procedures set forth herein for submitting and acting upon applications for Land Use Approval in the City of Pleasantville and agree to be bound by same.

Brain J. Callaghan 10/22/16
Signature of Applicant Brain J. Callaghan Date



APPLICATION PACKAGE
for
LAND USE APPROVAL
City of Pleasantville

FORM 9: CERTIFICATION OF PAYMENT OF TAXES

Date: _____

Applicant's Name: Praxedes Samson & Cynthia Birney

Subject Property

Address: 637 Doughty Road, Pleasantville, NJ 08232

Block: 429 Lot(s): 24

Qualification Code(s): _____

TO BE COMPLETED BY THE PLEASANTVILLE TAX COLLECTOR

Taxes are paid and current through and including:

1Q

2Q

3Q

4Q

2019

The following taxes are unpaid and delinquent: \$ _____ with interest
calculated until: _____, 2019.

Flor M. Roman
Pleasantville Tax Collector

NO APPLICATION FOR LAND USE APPROVAL SHALL BE DEEMED COMPLETE WHERE
TAXES ARE DUE



APPLICATION PACKAGE
for
LAND USE APPROVAL
City of Pleasantville

FORM 10: CERTIFICATIONS

APPLICANT: I certify that the foregoing statements and the materials submitted are true. I further certify that I am that the individual Applicant or that I am an Officer of the Corporation who is the Applicant, and that I am authorized to sign the application for the Corporation, or that I am general partner of the partnership Applicant. If the Applicant is a Corporation, an authorized Corporate Officer must sign this Certification. If the Applicant is a Partnership, a General Partner must sign this Certification. If the Applicant is an LLC, the Managing Member must sign this Certification.

Brian J. Callaghan
Applicant's Signature

Sworn to and subscribed before me this
10th Day of October, 2019

Linda M. Smith
Notary Public of New Jersey

LINDA M. SMITH
Commission #50070076
Notary Public, State of New Jersey
My Commission Expires
October 15, 2022

PROPERTY OWNER WHERE NOT APPLICANT: I certify that I am the Owner of the property which is the subject of this application, that I have authorized the Applicant to make this Application and that I agree to be bound by the Application, the representations made by the Applicant and the decision of the Board in the same manner as if I were the Applicant. If the owner is a Corporation, an authorized Corporate Officer must sign this Certification. If the owner is a Partnership, the General Partner must sign this Certification. If the owner is an LLC, the Managing Member must sign this Certification.

Brian J. Callaghan
Applicant's Signature Brian J. Callaghan

Sworn to and subscribed before me this
10th Day of October, 2019

Linda M. Smith
Notary Public of New Jersey

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