

9/19/12

**RESOLUTION OF THE BOARD OF FIRE COMMISSIONERS
FIRE DISTRICT NO.1 MONROE TOWNSHIP AUTHORIZING
THE ACQUISITION OF LOT 19 IN BLOCK 159.1 AS SHOWN
ON THE TAX MAP OF THE TOWNSHIP OF MONROE FOR
THE PURPOSE OF CONSTRUCTING A NEW FIREHOUSE
ON SAID PROPERTY**

WHEREAS; On February 17, 2008 The Board of Fire Commissioners of Fire District No.1 Monroe Township obtained voter approval to acquire land for the purpose of constructing a new firehouse; and

WHEREAS; The Board has determined that property known and identified as 467 Spotswood-Englishtown Road, also known and identified as Lot 19 in Block 159.1 consisting of 2.48 acres having 397 linear feet of frontage along Brandy Lane and 427 linear feet along Spotswood-Englishtown Road is well-suited for the construction of a new firehouse; and

WHEREAS; The Board retained the services of Sockler Realty Services Group, Inc. of Hightstown, New Jersey to determine the fair market value of the subject property and then entered into good faith, arms length negotiations with the property owner; and

WHEREAS; Adequate funds exist in the current and/or previously approved budgets and bond resolutions of the Board of Fire Commissioners to fund the proposed purchase of the above identified real property.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Fire Commissioners of Fire District No.1 Monroe Township that the Chairman and Clerk of the Board are authorized to execute a purchase contract for the above-identified real property and to execute any and all documents necessary to effectuate the purposes expressed herein.

Moved by: *Comm. LeBlun*

Seconded by: *Comm. Perry*

Roll Call Vote:

Ayes: *4*

Nays:

Absent: */*

Abstain:

Certified to be a true copy of a Resolution adopted by the Board of Fire Commissioners Fire District No.1 Monroe Twp. on the 19th day of September 2012.

[Signature], Clerk

Contract for Sale of Real Estate

This Contract for Sale is made on
BETWEEN Denise Helstowski

(Soc. Sec. No.)

whose address is 21 Brandy Place
Monroe Twp., N.J. 08831

referred to as the "Seller,"
AND Fire District No. 1
Monroe Twp., N.J. 08831

(Soc. Sec. No.)

whose address is 24 Harrison Ave.
Monroe Twp., N.J. 08831

referred to as the "Buyer."
The words "Buyer" and "Seller" include all Buyers and all Sellers listed above.

1. **Purchase Agreement.** The Seller agrees to sell and the Buyer agrees to buy the Property described in this Contract.

2. **Property.** The property (called the "Property") to be sold consists of: (a) the land and all the buildings, other improvements and fixtures on the land; (b) all of the Seller's rights relating to the land; and (c) all personal property specifically included in this Contract. The real property to be sold is commonly known as 467 Spotswood-Englishtown Rd. in the Twp. of Monroe in the County of Middlesex and State of New Jersey. It is shown on the municipal tax map as lot 19 in block 159.1. This Property is more fully described in the attached addendum.

3. **Purchase Price.** The purchase price is Five Hundred Seventy Five Thousand \$ 575,000.00

4. **Payment of Purchase Price.** The Buyer will pay the purchase price as follows:

Previously paid by the Buyer (initial deposit) \$

Upon signing of this Contract (balance of deposit) \$

Amount of mortgage (paragraph 6) \$

By assuming the obligation to pay the present mortgage according to its terms. This mortgage shall be in good standing at the closing. Either party may cancel this Contract if the Lender does not permit the Buyer to assume the mortgage (estimated balance due). \$

By the Seller taking back a note and mortgage for _____ years at _____ % interest with monthly payments based on a _____ year payment schedule. The Buyer will pay the Seller's attorney \$ _____ for the preparation of the necessary documents. The Buyer will also pay all recording costs and provide the Seller with an adequate Affidavit of Title. \$

Balance to be paid at closing of title, in cash or by certified or bank cashier's check or attorney's trust account check (subject to adjustment at closing). \$575,000.00

5. **Deposit moneys.** All deposit moneys will be held in trust by Antonio J. Toto, Esq. until

6. **Mortgage Contingency.** The Buyer agrees to make a good faith effort to obtain a first mortgage loan upon the terms listed below. The Buyer has until _____, to obtain a commitment from a lender for this mortgage loan or to agree to buy the Property without this loan. If this is not done before this deadline, and any agreed-upon extensions, either party may cancel this Contract.

Type of Mortgage: ☐ conventional ☐ FHA ☐ VA ☐ other _____

Amount of Loan: \$ _____ Interest Rate: _____ %

Length of Mortgage: _____ years with monthly payments based on a _____ year payment schedule.

Points: The Buyer agrees to pay _____ points for a total of \$ _____
The Seller agrees to pay _____ points for a total of \$ _____

7. **Time and Place of Closing.** The closing date cannot be made final at this time. The Buyer and Seller agree to make 11/15/12, the estimated date for the closing. Both parties will fully cooperate so the closing can take place on or before the estimated date. The closing will be held at Buyer's Attorney's office.

8. Transfer of Ownership At the closing, the Seller will transfer ownership of the Property to the Buyer. The Seller will give the Buyer a properly executed deed and an adequate affidavit of title. If the Seller is a corporation, it will also deliver a corporate resolution authorizing the sale.

9. Type of Deed. A deed is a written document used to transfer ownership of property. In this sale, the Seller agrees to provide and the Buyer agrees to accept a deed known as bargain and sale with covenants against grantors' acts.

10. Personal Property and Fixtures. Many items of property become so attached to a building or other real property that they become a part of it. These items are called fixtures. They include such items as fireplaces, patios and built-in shelving. All fixtures are **INCLUDED** in this sale unless they are listed below as being **EXCLUDED**.

a) The following items are **INCLUDED** in this sale: gas and electric fixtures, chandeliers, wall to wall carpeting, linoleum, mats and matting in halls, screens, shades, awnings, storm windows and doors, television antenna, water pump, sump pump, water softeners.

b) The following items are **EXCLUDED** from this sale:

11. Physical Condition of the Property. This Property is being sold "As Is." The Seller does not make any claims or promises about the condition or value of any of the Property included in this sale. The Buyer has inspected the Property and relies on this inspection and any rights which may be provided for elsewhere in this Contract. The Seller agrees to maintain the grounds, buildings and improvements subject to ordinary wear and tear. Seller agrees to leave the Property in broom-clean condition, free of debris.

12. Inspection of the Property. The Seller agrees to permit the Buyer to inspect the Property at any reasonable time before the closing. The Seller will permit access for all inspections provided for in this Contract.

13. Building and Zoning Laws. The Buyer intends to use the Property as a firehouse ~~family home~~. The Seller states that this use does not violate any applicable zoning ordinance building code or other law. The Seller will obtain and pay for all inspections required by law. This includes any municipal "Certificate of Occupancy." If the Seller fails to correct any violations of law, at the Seller's own expense, the Buyer may cancel this Contract.

14. Flood Area. The federal and state governments have designated certain areas as "flood areas." This means they are more likely to have floods than other areas. If this Property is in a "flood area" the Buyer may cancel this Contract within 30 days of the signing of this Contract by all parties.

15. Property Lines. The Seller states that all buildings, driveways and other improvements on the Property are within its boundary lines. Also, no improvements on adjoining properties extend across the boundary lines of this Property.

16. Ownership. The Seller agrees to transfer and the Buyer agrees to accept ownership of the Property free of all claims and rights of others, except for:

a) the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the Property next to the street or running to any house or other improvement on the Property;

b) recorded agreements which limit the use of the Property, unless the agreements: (1) are presently violated; (2) provide that the Property would be forfeited if they were violated, or (3) unreasonably limit the normal use of the Property; and

c) all items included in Schedule A as part of the description of the Property.

In addition to the above, the ownership of the Property must be insurable at regular rates by any title insurance company authorized to do business in New Jersey subject only to the above exception.

17. Correcting Defects. If the Property does not comply with paragraphs 15 or 16 of this Contract, the Seller will be notified and given 30 days to make it comply. If the Property still does not comply after that date, the Buyer may cancel this Contract or give the Seller more time to comply.

18. Inspection of Property by Buyers:

a) **Kind of Inspections.** The Buyer may have the Property inspected by a home inspection service or by a construction expert at the Buyer's expense. The inspection may include the structural and mechanical condition of the Property, the presence of radon gas, along with an inspection of the plumbing, heating, cooling and electrical systems. The Buyer may also inspect the septic or other sewerage disposal system and test the well, water system and the quality of the water. The Buyer may also make an inspection to determine if the Property is free of any damage or infestation caused by termites, dry rot, fungi, wood-destroying insects and other pests or organisms.

b) **Time and Access for Inspections.** All inspections must be completed and Seller notified of the results within 30 days of the date this Contract is executed by all parties. The Seller agrees to provide the Buyer with reasonable access to make all of the inspections provided for in this Contract.

c) **Results of Inspections and Remedies.** If the inspections reveal any serious defects and the parties do not agree on what corrective actions or repairs are to be made by the Seller, either party may cancel this Contract.

19. Lead paint. The Buyer acknowledges that:

- ☐ The Seller has provided the Buyer with an EPA-approved lead hazard information pamphlet.
- ☐ The Seller has attached to this Contract a Lead Warning Statement. (See ALL-STATE form NC 132)
- ☐ The Seller has disclosed the presence of known lead-based paint and/or lead-based paint hazards and has provided additional information concerning the known lead-based paint and/or lead-based paint hazards, or has indicated no knowledge of the presence of lead-based paint and/or lead-based paint hazards.
- ☐ The Seller has provided the Buyer with a list of any records or reports available to the Seller pertaining to lead-based paint and/or lead-based paint hazards or Seller has indicated that no such records or reports are available.

20. Lead Paint Sale Contingency. This Contract is contingent upon a risk assessment or inspection of the Property for the presence of lead-based paint and/or lead-based paint hazards at the Buyer's expense until 9 p.m. on the tenth calendar-day after the signing of this Contract by all parties for housing built before 1978. [Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet, "Protect Your Family from Lead in Your Home," for more information.] This contingency will terminate at the above predetermined deadline unless the Buyer (or Buyer's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within _____ days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Buyer with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Buyer shall have _____ days to respond to the counter-offer or remove this contingency and take the Property in "As Is" condition or this Contract shall become void. The Buyer may remove this contingency at any time without cause.

(42 U.S.C. 4852d) (61FR 9064)

21. Private Well Testing Act (N.J.S.A. 58:12A-26 et seq.)

(a) **Applicability:** If the property (i) has a potable water supply furnished by a private well located on the property, or (ii) the potable water supply is furnished by a well that has fewer than 15 service connections or that does not regularly service an average of at least 25 individuals daily at least 60 days out of the year, then the water supply must be tested as a condition of the sale.

(b) **Testing Parameters:** The water test must conform with the parameters established in the Private Well Testing Act and any additional parameters as required by the Department of Environmental Protection.

(c) **Disclosure:** Closing of title shall not occur unless both the Buyer and the Seller have received and reviewed a copy of the water test results. At closing, the Buyer and Seller shall certify in writing that they have received and reviewed the water test results.

22. Risk of Loss. The Seller is responsible for any damage to the Property, except for normal wear and tear, until the closing. If there is damage, the Buyer can proceed with the closing and either:

a. require that the Seller repair the damage before the closing, or

b. deduct from the purchase price a fair and reasonable estimate of the cost to repair the Property

In addition, either party may cancel this Contract if the cost of repair is more than 10% of the purchase price.

23. Cancellation of Contract. If this Contract is legally and rightfully canceled, the Buyer can get back the deposit and the parties will be free of liability to each other. However, if the Contract is canceled in accordance with paragraphs 13, 14, 17, 18, or 19 of this Contract, the Seller will pay the Buyer for all title and survey costs.

24. Assessments for Municipal Improvements. Certain municipal improvements such as sidewalks and sewers may result in the municipality charging Property owners to pay for the improvement. All unpaid charges (assessments) against the Property for work completed before the closing will be paid by the Seller at or before the closing. If the improvement is not completed before the closing, then only the Buyer will be responsible. If the improvement is completed, but the amount of the charge (assessment) is not determined, the Seller will pay an estimated amount at the closing. When the amount of the charge is finally determined, the Seller will pay any deficiency to the Buyer (if the estimate proves to have been too low), or the Buyer will return any excess to the Seller (if the estimate proves to have been too high).

25. Adjustments at Closing. The Buyer and Seller agree to adjust the following expenses as of the closing date: rents, municipal water charges, sewer charges, taxes, interest on any mortgage to be assumed and insurance premiums. If the Property is heated by fuel oil, the Buyer will buy the fuel oil in the tank at the closing date. The price will be the current price at that time as calculated by the supplier. The Buyer or the Seller may require that any person with a claim or right affecting the Property be paid off from the proceeds of this sale.

26. Possession. At the closing the Buyer will be given possession of the Property. No tenant will have any right to the Property unless otherwise agreed to in this Contract.

27. Complete Agreement. This Contract is the entire and only agreement between the Buyer and the Seller. This Contract replaces and cancels any previous agreements between the Buyer and the Seller. This Contract can only be changed by an agreement in writing signed by both Buyer and Seller. The Seller states that the Seller has not made any other contract to sell the Property to anyone else.

28. Parties Liable. This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

29. Notices. All notices under this Contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this Contract, or to that party's attorney.

30. New Residential Construction. If this Contract is for the sale of a New Residential Property, a Notification Regarding Off-Site Conditions MUST be attached to notify the purchaser regarding off-site conditions which may affect the value of this property. New Residential Construction Off-Site Conditions Disclosure Act, P.L. 1995, c. 253 (C. 46:3C-1 et seq.). (See All-State Form #132)

31. Realtor's Commission. The Seller agrees to pay the **REALTOR(s)** a commission for services rendered in procuring this sale as follows:

Name of REALTOR

Commission

Address

Tel. No.

Fax No.

Name of REALTOR

Commission

Address

Tel. No.

Fax No.

This commission will not be earned until the title is transferred and the purchase price is paid. This commission will be paid at the closing. Parties acknowledge that no realtor was utilized.

32. Attorney Review (NJAC 11:5-6.2).

a) **Study by Attorney.** The Buyer or the Seller may choose to have an attorney study this Contract. If an attorney is consulted, the attorney must complete his or her review of the Contract within a three-day period. This Contract will be legally binding at the end of this three-day period unless an attorney for the Buyer or Seller reviews and disapproves of the Contract.

b) **Counting the Time.** You count the three days from the date of delivery of the signed Contract to the Buyer and the Seller. You do not count Saturdays, Sundays or legal holidays. The Buyer and the Seller may agree in writing to extend the three-day period for attorney review.

c) **Notice of Disapproval.** If an attorney for the Buyer or the Seller reviews and disapproves of this Contract, the attorney must notify the Broker(s) and the other party named in this Contract within the three-day period. Otherwise this Contract will be legally binding as written. The attorney must send the notice of disapproval to the Broker(s) by certified mail, by telegram, or by delivering it personally. The telegram or certified letter will be effective upon sending. The personal delivery will be effective upon delivery to the Broker's office. The attorney may, but need not, inform the Broker(s) of any suggested revisions in the Contract that would make it satisfactory.

d) The names and full addresses of all persons to whom a Notice of Disapproval must be sent in order to be effective as provided in item "c" above of this Attorney Review Provision are as indicated below.

SIGNED AND AGREED TO BY:

Witnessed or Attested by:

Date Signed:

BUYER Charles Dipierro
Chairman

As to Buyer(s)

BUYER

SELLER Denise Helstowski

As to Seller(s)

SELLER

CONTRACT ADDENDUM

33. Performance by the Buyer is specifically contingent upon the Board of Fire Commissioners of Fire District No.1 Township of Monroe adopting a Resolution Authorizing the purchase of the subject premises in accordance with the provisions of "The Local Land And Buildings Law" N.J.S.A. 40A:12-5(a)(1) et. seq. and obtaining project financing approval from the Local Finance Board of the State of New Jersey in accordance with the provisions of a Bond Resolution in accordance with the provisions of "The Local Bond Law" N.J.S.A. 40A:2-1 et. seq. to provide funding for the purchase of the subject property. Should the Board fail to adopt either of the necessary resolutions, or should a Court of competent jurisdiction invalidate either resolution upon a challenge to Board action being filed, the Board shall notify Seller and either party may then declare this contract a nullity without further obligation to the other.

34. Performance by the Buyer is specifically contingent upon the Buyer, obtaining at its own cost and expense, a preliminary assessment and site investigation of the subject property as defined in the Hazardous Discharge Site Remediation Act, N.J.S.A. 58:10B-1 et. seq. that indicates that the subject property is free from hazardous substances discharges and environmental contamination of any nature whatsoever including, but not limited to abandoned or leaking underground storage tanks used for home heating oil. Should the preliminary assessment reveal the existence of an undisclosed underground fuel storage tank on site and/or the existence of hazardous materials on site, the Buyer may cancel this contract unless the Seller agrees to be responsible for the costs of remediation and agrees further to hold the Buyer harmless and indemnify the Buyer against any and all costs, claims, fees and expenses arising out of or in connection with remediation of the site.