

#24-01

**AN ORDINANCE OF THE TOWNSHIP OF NORTH BRUNSWICK IN THE
COUNTY OF MIDDLESEX, NEW JERSEY, TO ACQUIRE BY
NEGOTIATED AGREEMENT, REAL PROPERTY LOCATED WITHIN THE
TOWNSHIP OF NORTH BRUNSWICK FOR OPEN SPACE AND OTHER
GOVERNMENTAL PURPOSES**

WHEREAS, pursuant to the Local Land and Building Law, N.J.S.A. 40A:12-1, et. seq. the Township has the power to acquire real property for a public purpose; and

WHEREAS, pursuant to N.J.S.A. 40A:61-1, et seq. the Township may acquire land for open space and conservation purposes; and

WHEREAS, pursuant to N.J.S.A. 40A:12-5, the Township has the power to acquire any real property for a public purpose through a negotiated agreement process; and

WHEREAS, the owners of the following block and lot, Edward and Joyce Shamy, has contacted municipal officials to sell the property to the Township at the current assessed value:

Block 4.02 Lot 2 Harold Street Assessed Value: \$16,000

WHEREAS, the Township desires to purchase certain land known as and designated on the Official Tax Map of the Township of North Brunswick for the purpose of open space and/or other governmental use, pursuant to a negotiated agreement for a consideration price of the assessed value; and

WHEREAS, the Chief Financial Officer for the Township of North Brunswick has determined that there are sufficient funds toward the acquisition of said property under Ordinance 00-07; and

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of the Township of North Brunswick, Middlesex County, State of New Jersey:

1. The voluntary acquisition by negotiated agreement of the Property listed herein (the "Property") for the purpose of open space and/or other governmental use in the Township of North Brunswick for a total consideration of \$16,000 be and is hereby authorized using existing Capital Ordinances;

2. The Township Attorney and Business Administrator are hereby authorized to take all actions necessary to acquire the Property through negotiation;

3. All outstanding liens (municipal and outside) shall be settled and deducted from the negotiated sale;

4. The Mayor and Council are hereby authorized to sign and witness, respectively, any contract of sale or other documents necessary to acquire the Property; and


BE IT FURTHER ORDAINED, that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

BE IT FURTHER ORDAINED, that any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.

BE IT FURTHER ORDAINED, This Ordinance shall take effect upon passage and publication in accordance with applicable law.


 Michael C. Hritz
 Director of Community Development


 Justine Progebin
 Business Administrator


 Ronald Gordon, Esq.
 Township Attorney (Approved legal form)

RECORDED VOTE FIRST READING: JANUARY 16, 2024

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
MEHTA	✓			
GUADAGNINO	✓			
ANDREWS	A			
DAVIS 2	✓			
SOCIO	✓			
HUTCHINSON 1	✓			
MAYOR WOMACK				

RECORDED VOTE SECOND READING: FEBRUARY 5, 2024

COUNCIL MEMBER	YES	NO	ABSTAIN	NOTES
MEHTA 1	✓			
GUADAGNINO	✓			
ANDREWS 2	✓			
DAVIS	A			
SOCIO	✓			
HUTCHINSON	✓			
MAYOR WOMACK				



CERTIFICATION

I hereby certify that the above Ordinance was duly adopted by the Township Council of the Township of North Brunswick, County of Middlesex, at its meeting held on February 5, 2024.

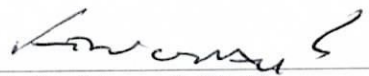


Lisa Russo, Township Clerk

EFFECTIVE DATE

This Ordinance shall take effect upon passage and publication in accordance with applicable law.

- APPROVED
- REJECTED



Francis M. Womack III, Mayor
Township of North Brunswick

Date: 2/6/24, 2024

CONTRACT FOR SALE OF REAL ESTATE

WHEREAS, Edward P. Shamy, Sr. (hereinafter referred to as the "Seller") is the owner of a certain lot in the Township of North Brunswick, County of Middlesex, State of New Jersey (hereinafter referred to as the "Property"); and

WHEREAS, the Township of North Brunswick (hereinafter referred to as the "Township") had approached the Seller to acquire the Property to increase open space and other governmental purposes within the Township; and

WHEREAS, pursuant to N.J.S.A. 40A:12-1, et seq., a municipality may adopt an ordinance to acquire real property for a public purpose and, N.J.S.A. 40:61-1, et seq., allows for the Township to acquire land for open space and conservation purposes, and pursuant to N.J.S.A. 40A:12-5, a municipality may acquire any real property for a public purpose through negotiated agreement; and

WHEREAS, pursuant to Ordinance # _____ adopted on _____, the Township of North Brunswick approved the acquisition of the Property for the preservation of open space and may enter into a contract with Edward P. Shamy, Sr., Seller, for the purpose of acquiring the said Property.

NOW, THEREFORE, this Contract for Sale is made on _____, 202__ between the

TOWNSHIP OF NORTH BRUNSWICK,

A body corporate and politic of the State of New Jersey, having a mailing address of 710 Hermann Road, North Brunswick, New Jersey 08902

And

Edward P. Shamy, Sr.

Having a mailing address of 2300 Route 27, North Brunswick, NJ 08902.

The effective date of the Contract shall be the date on which the Contract is executed by and delivered to both Parties.

1. **PURCHASE.** The Sellers agree to sell the Property described in this Contract to the Township.
2. **PROPERTY.** The Property to be sold consists of (a) vacant land; (b) buildings or structures; (b) any fixtures permanently attached to the land; and (c) all of the Seller's respective rights and interests in and relating to such lands. The real Property to be sold Block 4.02, Lot 2, and commonly known as Harold Street (the "Property"), Township of North Brunswick, Middlesex County, New Jersey at the assessed value of \$16,000.00. The Property is more fully described on the metes and bounds description attached hereto and made a part hereof as Exhibit "A".
3. **PURCHASE PRICE.** The Seller agrees to sell Property described in this Contract to Township for the total amount of SIXTEEN THOUSAND DOLLARS and 00/100 (\$16,000.00) which includes the properties listed in Paragraph 2.
4. **TIME AND PLACE OF CLOSING.** The closing shall take place on or before thirty (30) days from the effective date of this Contract. The closing will be held at the Law Offices of Rainone Coughlin Minchello, 555 U.S. Highway One South, Suite 440, Iselin, New Jersey 08830 or Town Hall, Township of North Brunswick, 710 Hermann Road, North Brunswick, New Jersey or such other place as parties reasonably agree to pending clearance of title.
5. **SELLER'S RIGHT AND ABILITY TO PAY CLAIMS AT CLOSING.** Seller shall pay off any person with a claim or right affecting the Property prior to the closing. Seller represents and warrants that the amount required to pay or cancel any such claims or rights does not now, and will not on the date of closing, exceed the amount of the purchase price or that Seller has sufficient additional monies to pay those amounts. Seller further represents and warrants that (he/she/they) is/are not the subject of a bankruptcy petition and that the property is not the subject of a foreclosure action and that, if either of the conditions change, Seller will immediately notify Township and Township shall have the option to cancel this Contract.
6. **TRANSFER OF OWNERSHIP.** At the closing, the Seller shall transfer ownership of the Property to the Township. The Seller shall provide to the Township (or to Township's legal representative) a properly executed Bargain and Sale Deed with Covenants as to Grantor's Acts, Affidavit of Title, and additional closing documents as may be deemed necessary by the Township's title company. Township 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 (if attached).

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 exceptions.

7. **OWNERSHIP.** Township agrees to accept ownership of the Property subject to any and all easements, agreements, and restrictions of record and such state of facts as an accurate survey would reveal, provided such restrictions do not interfere with Township's intended use of the Property as open space. Title shall also be subject to the rights of utility companies to maintain pipes, poles, cable and wires over, on and under the Property and any abutting street running to any house or other improvement(s), whether recorded or not.
8. **PHYSICAL CONDITION OF THE PROPERTY.** As described in further detail in Paragraph 19 hereinbelow, the Township will be provided with the opportunity to inspect the Property at its sole cost and expense and to conduct such other due diligence to the extent it is deemed necessary and appropriate to determine the following: the environmental conditions of the Property and compliance of the Property with environmental laws; compliance with zoning and other municipal requirements; and issues that could be determined by a title search and survey of the Property and/or in order to prepare a survey of the Property.

The Township represents and warrants that is/ familiar with the Property; and (2) this Contract is entered into with the Township not relying upon Seller's knowledge as to the value, character, quality and conditions of the Property.

Township shall indemnify and hold Seller's harmless from and against any claims for injuries to persons or property or other liability arising out of or related to Township's activities on the Property including any (1) claims for judgments against Seller; or (2) physical damages to the Property, caused by Township's, its agent and/or contractor's acts or omissions while on the Property prior to closing unless such claims or liability results from the negligence or willful misconduct of Seller or their agents and/or contractors.

9. **ENVIRONMENTAL REPRESENTATIONS AND INDEMNITY.** To the best of Seller's knowledge, Seller hereby represents and warrants the following:

- (a) During Seller's ownership of the Property, and to the best of its knowledge regarding any previous ownership of the Property, there has been no contamination discharge, spillage, controlled loss, seepage or filtration (an "Environmental Event") of any pollutants, contaminants, oil, petroleum, petroleum products, chemical liquids or solids, liquid or gaseous products or any hazardous waste or hazardous substance. ("Environmental Substance") as those terms are used in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, New Jersey Underground Storage Tank Act, ISRA, the New Jersey Spill Compensation and Control Act, the Superfund Amendment and Reauthorization Act, the Resource Conservations and Recovery Act, the Federal Water Pollution Control Act, the Clean Water

Act, the Clean Air Act, the New Jersey Solid Waste Management Act, the New Jersey Freshwater Wetlands Protection Act, the New Jersey Coastal Wetlands Protection Act, the New Jersey Coastal Areas Facilities Review Act, or in any other Federal, State or Local Law governing hazardous substances, as such laws may be amended from time to time (collectively, the "Environmental Laws") at, upon, under or within the Property, or to the best of Seller's knowledge, any contiguous real estate.

- (b) Seller has not caused or to their knowledge permitted to occur, and shall not permit to exist, any conditions on the Property which may cause a Hazardous Event at, upon, under or within the Property or on any contiguous real estate.
- (c) Seller nor, to the best of their knowledge, any other party has been, is or will be involved in operations at or adjacent to the Property which operations could lead to (i) the imposition of liability on Seller, Township or any other subsequent or former owner of the Property under the Environmental Laws or any other similar laws or regulations, or (ii) the creation of a lien on the Property under the Environmental Laws or under any similar laws or regulations.
- (d) Seller will not knowingly permit any person or entity to engage in any activity on the Property that could lead to the imposition of liability under the Environmental laws on any such person or entity, or on Seller or Township.
- (e) Should the Property prove to be a contaminated property under the Environmental Laws, the Township shall have the option, in its sole discretion, to declare this Contract null and void ab initio.

10. ASSESSMENTS FOR MUNICIPAL IMPROVEMENTS. Certain municipal improvements such as sidewalks and sewers may result in the municipality charging the Property owner to pay for the improvement. All unpaid charges (assessments) against the Property for work completed before the date of this Contract will be paid by Seller at or before the closing. Seller shall not be liable for any work done or ordered done after the date of the Contract by any municipality, agency or other public authority, and the Township agrees to take title subject to any lien that may be as a result thereof. If the improvement is not completed before the closing, then only the Township will be responsible. If the improvement is completed, but the amount of the charge (assessment) is not determined, Seller will pay an estimated amount and post an escrow at the closing. When the amount of the charge is finally determined, Seller will pay any deficiency to the Township (if the estimate proves to have been too low), the Township will return any excess to Seller (if the estimate proves to have been too high).

11. ADJUSTMENTS AT CLOSING. The parties agree to adjust the following expenses as of the closing date: association fees, municipal water charges, sewer

charges, taxes, interest on any mortgage to be assumed and insurance premiums. If the Property is heated by fuel oil, Township 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. Either party may require that any person with a claim or right affecting the Property be paid off from the proceeds of this sale. The parties agree that municipal liens, including interest, will be settled and deducted from the sale price. Any non municipal liens and judgments must be discharged in advance of the closing as there will be a cloud on title.

12. **POSSESSION.** The Township shall not be entitled to possession of the Property before closing. At the closing the Township will be given possession of the Property by delivery of the Bargain and Sale Deed with Covenants as to Grantor's Acts from the Seller. No Tenant will have any right to the Property unless otherwise agreed in this Contract.
13. **CONDEMNATION.** If all or part of the Property is taken or if there is received notice of condemnation between the date of this Contract and the date of closing by the exercise of the power of eminent domain by any local, state or federal body, then the party that has received such notice shall notify the other (or the other party's legal representative) in writing ("Condemnation Notification") and either party may terminate this Contract and Seller shall refund any deposit to the Township within fifteen (15) days of either party's Condemnation Notification. If the parties do not terminate the Contract in such fifteen (15) day period, then the parties shall each have fifteen (15) days thereafter to (1) terminate the Contract by written notice to each other and receive a refund of any deposit or (2) proceed to closing at the agreed upon purchase price, but with an entitlement to the condemnation proceeds.
14. **DEFAULT BY SELLER.** In the event that Seller does not close in accordance with the terms hereof or is in default under any of the terms and conditions of this Contract, any payments made on account thereof by the Township shall be refunded or the Township, at Township's sole option, shall have the right to pursue any and all legal and equitable rights and remedies pursuant to applicable law.
15. **DEFAULT BY TOWNSHIP.** In the event that Township does not close in accordance with the terms hereof or is in default under any of the terms and conditions of this Contract, the Seller shall have the right to pursue any and all legal and equitable rights and remedies pursuant to applicable law.
16. **RECORDING.** Neither of the Parties may record this Contract or any memorandum of the Contract in any recording office. Any recording or attempt at recording will be deemed a breach of this Contract.
17. **ASSIGNMENT.** Neither of the Parties shall assign this Contract.
18. **BROKER CLAUSE.** Each of the parties warrants and represents that it has not dealt with any real estate agent, broker or salesperson and that each of the parties covenants to indemnify the other against claims of any such third party. Each of the

parties' obligation hereunder shall survive the closing. Each of the parties represents that it has not dealt with any real estate broker or agent in connections with the subject transaction.

19. **INSPECTION AND DUE DILIGENCE.** Township, its agents, contractors, engineers, surveyors, attorneys, employees and invitees shall have the right for a period of thirty (30) days from execution of this Agreement (the "Due Diligence Period"), at any time, to enter the Property to make studies, tests, analyses, or other determinations desired by Township including but not limited to soil borings, drainage studies, surveying, soil testing and the like. Township shall have no right to perform any physically invasive inspections of the improvements on the Property or any other tests that may damage the same, without Seller's prior written consent, which may not be unreasonably withheld nor delayed. Township agrees to indemnify and hold Seller harmless for any direct damage to personal or real property resulting from the exercise of those rights granted by this Paragraph to Township. Township shall reasonably restore the Property if it is changed as a result of the exercise of any of the rights granted herein. Township shall deliver copies of the Seller of the studies and reports it receives in connection with the exercise of its rights pursuant to this Paragraph 19.
20. **BUILDING AND ZONING LAWS.** The Township intends to use the Property for vacant land for Open Space purposes. The Seller represents and warrants that to the best of his/her/their knowledge this does not violate any applicable zoning law. The Township will obtain and pay for all inspections required by law. This includes any municipal "certificate of occupancy".
21. **PROPERTY LINES.** Both parties state that all buildings, driveways, and other improvements on the Property are within the said boundary lines. Additionally, no improvements on adjoining properties extend across the boundary lines of the Property.
22. **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. Township shall have fifteen (15) days to determine whether the Property is in a "flood area" and advise whether they intend to proceed with the acquisition of the Property.
23. **CORRECTING DEFECTS.** If the Property does not comply with paragraphs 8, 9 and 19 of this Contract, the Seller will be notified and given thirty (30) days to make the Property comply. If the Property still does not comply after that date, the Township may cancel this Contract.
24. **RISK OF LOSS.** Seller is responsible for any damage to the Property, except for normal wear and tear, until closing. If there is damage, each of the parties can proceed with the closing and either:
 - (a) Require that the Seller repair the damage before closing; or
 - (b) Deduct from the Purchase Price a fair and reasonable estimate of the cost to repair the Property.
 - (c) Terminate the contract if the cost of repair is more than 10% of the total purchase price.
25. **CANCELLATION OF CONTRACT.** If the Contract is canceled in accordance

with Paragraphs 8, 13, 14 and 23 of this Contract, the Purchaser recoups any deposit and the parties will be free of liability to each other.

26. **COSTS OF LITIGATION.** In the event of litigation between Township and Seller arising out of this Contract, the party which prevails in such litigation shall be entitled to recover from the other party the cost of such litigation, including court costs and reasonable attorneys' fees.
27. **COMPLETE AGREEMENT.** This Contract is the entire and only agreement between both Parties. This Contract replaces and cancels any previous agreements between the Parties. This Contract can only be changed by an agreement in writing signed by both Parties.
28. **PARTIES LIABLE.** This Contract is binding upon the Parties, their successors and assigns.
29. **BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Each party agrees to furnish to the other, upon demand, a corporate resolution or other appropriate and customary documentation evidencing the due authorization of such party to enter into this Contract and consummate the transactions contemplated hereunder.
30. **NOTICES.** All notices under this Contract must be in writing. The notices must be delivered personally, sent via recognized overnight courier, or sent by certified mail, return receipt requested, to the Parties (or the Parties' legal representative(s)) at the address included in the Contract as follows.

Notices to the Township Party shall be sent to the attention of:

JUSTINE PROGEBIN
Business Administrator
Township of North Brunswick
710 Hemlann Road
North Brunswick, New Jersey 08902

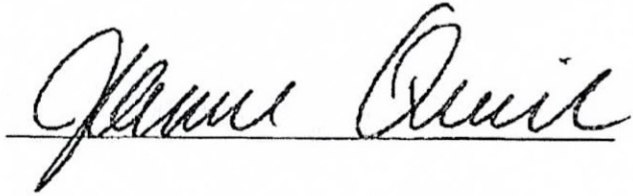
With a copy to:

RONALD H. GORDON, ESQ.
Rainone Coughlin Minchello
555 U.S. Highway One South, Suite 440
Iselin, New Jersey 08830
(Attorney for Township)

Notices to the Seller shall be sent to the attention of:

SIGNED AND AGREED TO BY:


WITNESSED:



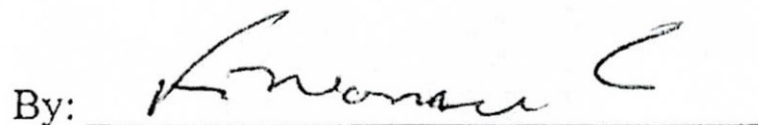
WITNESSED:


Lisa Russo, Township Clerk

SELLER

By: 
Edward P. Shamy, Sr. BY HIS ATTORNEY IN FACT
EDUARDO P. SHAMY JR.

THE TOWNSHIP OF NORTH BRUNSWICK
A municipal corporation of the State of New
Jersey

By: 
Francis Womack, III, Mayor

SCHEDULE A

Being known and designated as Block No. 4.02, Lot No. 2 (Formerly known as Lots 20, 21, 22, 23, and 24 in Block 3570), Township of North Brunswick, County of Middlesex, and State of New Jersey, which map is filed in the Middlesex County Clerk's Office.