

**TOWNSHIP OF JEFFERSON  
COUNTY OF MORRIS, NEW JERSEY**

**ORDINANCE #17-01**

**“ORDINANCE AUTHORIZING THE PURCHASE BY THE TOWNSHIP OF JEFFERSON OF REAL PROPERTY  
KNOWN AS BLOCK 271, LOT 2 FROM WINGS ADVENTURE, INC.”**

**SECTION I**

**Whereas**, the Township is desirous of entering into a Contract to effectuate the purchase a portion of property known as **Lot 2, Block 271, from Wings Adventure, Inc.**, at a price of five hundred and seventy thousand dollars **(\$570,000)**, contingent on receiving the necessary grant and funding; and

**Whereas**, the Township has obtained an appraisal for this property and the purchase price is within the range of the value fixed by the appraisal; and

**Whereas**, the Township has received a grant for the above purchase from the Morris County Open Space Trust Fund; and

**Whereas**, the Township has made application to Green Acres for additional funding in the amount of one hundred and seventy thousand dollars **(\$170,000)**; and

**Whereas**, the balance of the funds shall be paid out of the Township Open Space Trust Fund.

**NOW, THEREFORE, BE IT ORDAINED** by the Township Council of the Township of Jefferson, County of Morris, State of New Jersey, as follows:

1. The Township is authorized to purchase a portion of property known as **Lot 2, Block 271, from Wings Adventure, Inc.**, at a price of five hundred and seventy thousand dollars **(\$570,000)**, contingent on receiving the necessary grant and funding.
2. The Mayor and Township Clerk are hereby authorized to execute all necessary documents, including the Contract of Sale, to purchase said property.

**SECTION II**

All Ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistencies.

**SECTION III**

If any article, section, subsection, paragraphs, phrase or sentence is, for any reason, held to be unconstitutional or invalid, said article, section, subsection, paragraph, phrase or sentence shall be deemed severable.


**SECTION IV**

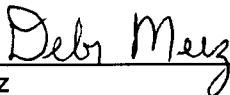
This Ordinance shall take effect immediately upon final publication as provided by law.

| Council Member           | By | 2 <sup>nd</sup> | Yes | No | Abstain | Absent | By | 2 <sup>nd</sup> | Yes | No | Abstain | Absent |
|--------------------------|----|-----------------|-----|----|---------|--------|----|-----------------|-----|----|---------|--------|
| Mr. Birmingham           |    |                 | X   |    |         |        |    | X               | X   |    |         |        |
| Mr. Dunham               |    |                 | X   |    |         |        |    |                 | X   |    |         |        |
| Mrs. Finnegan            |    | X               | X   |    |         |        |    |                 | X   |    |         |        |
| Vice President Sanchelli | X  |                 | X   |    |         |        | X  |                 | X   |    |         |        |
| President Merz           |    |                 | X   |    |         |        |    |                 | X   |    |         |        |

ATTEST:

COUNCIL OF THE TOWNSHIP OF JEFFERSON

  
MICHELE REILLY  
Township Clerk

  
Debi Merz  
Council President

INTRODUCED:            January 18, 2017  
ADOPTED:

RUSSELL W. FELTER, MAYOR  


DATE AND TIME PRESENTED TO MAYOR FOR SIGNATURE:

February 1<sup>st</sup> 2017 8 pm

**CERTIFICATION**

I, MICHELE REILLY, Clerk of the Township of Jefferson, do hereby certify that the foregoing Ordinance #17-01 was duly adopted by the Township of Jefferson Council on the 1<sup>st</sup> of February 2017

  
MICHELE REILLY, RMO  
TOWNSHIP CLERK

TOWNSHIP OF JEFFERSON  
COUNTY OF MORRIS, NEW JERSEY

ORDINANCE #17-01

"ORDINANCE AUTHORIZING THE PURCHASE BY THE TOWNSHIP OF JEFFERSON OF REAL PROPERTY KNOWN AS BLOCK 271, LOT 2 FROM WINGS ADVENTURE, INC."

TAKE NOTICE that Ordinance 17-01 was introduced at a Regular meeting of the Township Council of the Township of Jefferson, in the County of Morris and State of New Jersey, held on January 18, 2017, and passed its first reading; and that said Ordinance will be considered for final passage at a meeting of the Township Council of said Township, to be held on February 1, 2017 at 7:00 pm or soon thereafter, in the Municipal Building, 1033 Weldon Road, Lake Hopatcong, New Jersey, 07849, at which time and place all persons who may be interested will be given an opportunity to be heard. Copies of said Ordinance are available at the office of the Township Clerk during regular office hours.

ORDINANCE AUTHORIZING THE PURCHASE BY THE TOWNSHIP OF JEFFERSON OF REAL PROPERTY KNOWN AS BLOCK 271, LOT 2 FROM WINGS ADVENTURE, INC."

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SECTION IV

This Ordinance shall take effect immediately upon final publication as provided by law.

Michele Reilly, RMC, Township Clerk  
(\$66.88)

**AFFIDAVIT OF PUBLICATION**

**Publisher's Fee \$66.88 Affidavit \$35.00**

**State of New Jersey } SS.**

**Morris County**

Personally appeared

Denise Gurney

Of the **Daily Record**, a newspaper printed in Freehold, New Jersey and published in Parsippany, in said County and State, and of general circulation in said county, who being duly sworn, depose and saith that the advertisement of which the annexed is a true copy, has been published in the said newspaper 1 times, once in each issue as follows:

01/23/17 A.D 2017

Denise Gurney

Melanie C. Aliz

Sworn and subscribed before me, this 23 day of January, 2017

Ad Number: 0001875361



## CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on the 1<sup>st</sup> day of February 2017, between **WINGS ADVENTURE, INC.**, whose address is 830 Route 15 South, Lake Hopatcong, New Jersey 07849, hereinafter referred to as "Seller" and the **TOWNSHIP OF JEFFERSON**, a municipal corporation, whose address is 1033 Weldon Road, Lake Hopatcong, New Jersey 07849, hereinafter referred to as "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 (called the "Property") described in this Contract.

**2. Property.** The Property to be sold consists of: (a) the land and all of the buildings, other improvements and fixtures on the land; and (b) all of the Seller's rights relating to the land. The real Property to be sold is shown on the Municipal Tax Map of the Township of Jefferson, County of Morris and State of New Jersey as a portion of **Block 271, Lot 2**, more particularly described in accordance with Schedule A attached hereto.

**3. Purchase Price.** The purchase price is **Five Hundred and Seventy Thousand Dollars (\$570,000)**, to be paid at Closing.

**4. Deposit Monies.** None.

**5. Ordinance Approval.** Pursuant to law, the Township Council, prior to accepting title, is obligated to pass an Ordinance approving the purchase.

**6. Time and Place of Closing.** Closing date cannot be made final at this time. Closing shall take place within thirty (30) days after the obtaining of a survey and an environmental audit of the property which shows there are no environmental hazards. The Closing shall be held at the Jefferson Township Municipal Building.

**7. 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.

**8. 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 a Bargain and Sale with Covenants Against Grantor's Acts.

**9. Personal Property and Fixtures.** None.

**10. Inspection of the Property.** The Buyer shall have a right to conduct a Phase I Environmental Study of the Property and, should the Phase I investigation indicate any type of contamination, Buyer shall have a right to conduct a subsequent environmental investigation. In the event that any environmental report discloses contamination which is not acceptable to the Township or pursuant to the State Green Acres guidelines, then the Buyer shall have a right to terminate this Contract, in which event no further obligation shall exist between the parties. Seller represents that there are no underground storage tanks. The Phase I Environmental Study will be ordered by the Buyer within 30 days of the execution of this Contract.

The Seller hereby grants to Buyer and its agents the right to enter the Property for the purpose of conducting surveys and environmental audits. The Buyer shall be responsible for all liability arising out of the entry of said persons for such purposes, and indemnifies and saves the Seller harmless from any such liability. If any intrusive testing is done, the Buyer shall require that the property be returned to its pre-existing condition.

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

- a. The rights of utility companies to maintain pipes, poles, cable and wires over, on and under the street, the part of the Property next to the street or running to the house or other improvement on the Property; and
- b. Recorded agreements which limit the use of the Property, unless the agreements:
  - i. Are presently violated:

**13. Use of the Property.** Buyer will accept the Property in the "as is" condition, subject to the environmental reports stated above.

**14. Adjustments at Closing.** The Buyer and Seller agree to adjust the following expenses as of the Closing date: municipal real estate taxes. The Buyer or Seller may require that any person with a claim or right affecting the Property be paid off from the proceeds of this sale.

**15. Possession.** At the Closing, the Buyer will be given possession of the Property.

**16. 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.

**17. Real Estate Broker.** Buyer and Seller represent that no real estate broker is involved in this transaction.

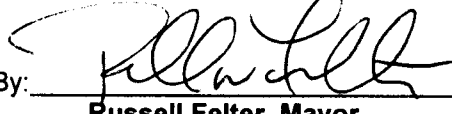
**18. Parties Liable.** This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

**19. 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.

**SIGNED AND AGREED TO BY:**

  
Attest-Michele Reilly, Township Clerk

**TOWNSHIP OF JEFFERSON (Buyer)**

By:  2/01/19  
Russell Felter, Mayor Dated

**WINGS ADVENTURE, INC. (Seller)**

\_\_\_\_\_  
Attest

By: \_\_\_\_\_  
Dated

**SCHEDULE A**

*Description*

**MICHAEL KOLODY, P.E.&L.S.**

New Jersey Civil Engineer, Land Surveyor, Planner

105 VIA CAPRI, NEW SMYRNA BEACH, FL 32169

(973) 222-5813

kolodyeng@gmail.com

TRACT DESCRIPTION (PORTION OF TRACT ONE AND TRACT TWO IN ITS  
ENTIRETY TO BE CONVEYED TO THE TOWNSHIP OF JEFFERSON)

The tract description is based a review of title documents and field measurements collected from a survey completed on May 14, 2016

The subject premises are known as a portion of

Lot - 2

Block - 271

Township of Jefferson , Morris County, New Jersey

TRACT ONE

The following metes and bounds description includes lands described as a portion of the first tract of the current owner deed noted below.

BEGINNING AT A POINT, said point being located the following 2 courses from the intersection of the southerly most line of line of Lot 2, Block 271 and the centerline of Taylor Road. Said intersection as described in a deed recorded in the Morris County Clerk's Office on September 21, 1993 in Deed Book 3850, Page 87;

- a. Along said southerly most line North 54 degrees 38 minutes 34 seconds West 1203.99 feet to a cedar stake set in stones; thence
- b. North 17 degrees 51 minutes 48 seconds East to a point on a 12 foot diameter split boulder found marking a corner said point being the point of BEGINNING; thence
1. North 36 degrees 12 minutes 23 seconds East 292.44 feet to a stone heap found marking a corner; thence
2. South 68 degrees 19 minutes 01 seconds East 699.59 feet; thence
3. South 87 degrees 00 minutes 44 seconds East 541.20 feet; thence
4. South 70 degrees 36 minutes 42 seconds West 35.71 feet; thence
5. South 50 degrees 41 minutes 45 seconds East 47.04 feet to a point on the newly created northwesterly sideline of Taylor Road; thence along said sideline of Taylor Road
6. Along said sideline of Taylor Road South 36 degrees 53 minutes 51 seconds West 115.76 feet; thence
7. North 53 degrees 06 minutes 09 seconds West 194.97 feet to an iron pipe found marking a corner; thence
8. South 36 degrees 54 minutes 33 seconds West 179.89 feet; thence
9. South 53 degrees 05 minutes 27 seconds East 194.72 feet to a point on the northwesterly sideline of Taylor Road; thence along said sideline of Taylor Road
10. South 27 degrees 01 minutes 03 seconds West 245.36 feet to an angle point; thence

11. North 66 degrees 06 minutes 42 seconds West 490.22 feet making a new line through TRACT ONE to an angle point; thence continuing to make a new line through TRACT ONE
12. North 60 degrees 58 minutes 43 seconds West 718.83 feet to a point, said point being the point and place of BEGINNING.

Said tract contains 9.946 acres

#### TRACT TWO

The following metes and bounds description includes lands described as the second through fourth tracts of the current owner deed recorded in the Morris County Clerk's Office on September 21, 1993 in Deed Book 3850, Page 87

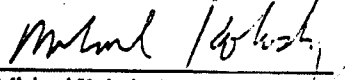
BEGINNING AT A POINT, said point being marked by stone heap found at the beginning point of the fourth course of TRACT ONE as previously described; thence

1. North 82 degrees 32 minutes 26 seconds West 267.67 feet to a stone heap found marking a corner; thence
2. North 31 degrees 58 minutes 16 seconds East 1,466.34 feet; thence
3. North 56 degrees 01 minute 44 seconds West 277.00 feet; thence
4. North 37 degrees 47 minutes 25 seconds East 1,881.92 feet; thence
5. South 19 degrees 35 minutes 11 seconds West 686.39 feet; thence
6. South 70 degrees 24 minutes 52 seconds East 349.80 feet; thence
7. South 01 degree 54 minutes 23 seconds East 1159.54 feet to a cross cut found marking a corner on a 10 foot diameter boulder; thence
8. South 57 degrees 32 minutes 40 seconds West 511.84 feet; thence
9. South 60 degrees 15 minutes 50 seconds East 748.72 feet to an iron pipe found marking a corner; thence
10. South 43 degrees 12 minutes 05 seconds West 876.74 feet; thence
11. North 76 degrees 27 minutes 39 seconds West 1224.59 feet to a point, said point being the point and place of BEGINNING.

Said tract contains 69.481 acres

Total area of both tracts is 79.427 acres

I certify that this description has been prepared based on a field survey and is accurate.

  
Michael Kolody, P.E. & L.S. No. 20365