

RESOLUTION NO. 2025-064

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE OF 7 GIFFORD ROAD, BLOCK 276.01, LOTS 15-17 ON THE TAX MAP OF THE TOWNSHIP OF LITTLE EGG HARBOR WITH FAMILY PROMISE OF THE JERSEY SHORE

WHEREAS, the Township of Little Egg Harbor is the owner of property located at Block 276.01, Lots 15-17, on the Tax Map of the Township of Little Egg Harbor, also known as 7 Gifford Road, and desires to sell said property to the Township; and

WHEREAS, pursuant to N.J.S.A. 40A:12-21, when the governing body of municipality shall determine that all or any part of a tract of land, with or without improvements, owned by the municipality, is not then needed for municipal purposes, said governing body, by ordinance, may authorize a private sale and conveyance of the same, or any part thereof without compliance with any other law governing disposal of lands municipalities, for a consideration, which may be nominal, and containing a limitation that such lands or buildings shall be used only for the purposes of such organization or association, and to render such services or to provide such facilities as may be agreed upon, and except as provided by N.J.S.A. 40A:12-21(n), not for commercial business, trade or manufacture, and that, unless waived, released, modified, or subordinated pursuant to N.J.S.A.40:60-51.2 to any duly incorporated nonprofit organization or association, other than a political, partisan, sectarian, denominational, or religious organization or association, which includes among its principal purposes the provision of educational, gardening, recreational, medical, or social services to the general public, including residents of the county or municipality pursuant to N.J.S.A. 40A:12-21(k); and

WHEREAS, the Township has obtained an appraisal and desires to sell Block 276.01, Lots 15-17, on the Tax Map of the Township of Little Egg Harbor, also known as 7 Gifford Road to

Family Promise of Jersey Shore, a duly incorporated nonprofit organization or association, for \$650,000; and

WHEREAS, the Township has adopted Ordinance 2024-25, to authorize the transfer of title of 7 Gifford Road; and

WHEREAS, the Township and Family Promise of the Jersey Shore have come to an agreement as to the terms of the Contract for Sale of 7 Gifford Road.

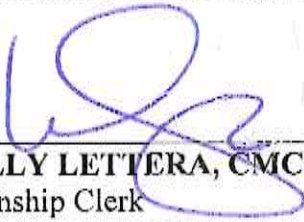
NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body desires to sell Block 276.01, Lots 15-17 on the Tax Map of the Township of Little Egg Harbor, also known as 7 Gifford Road, to Family Promise of Jersey Shore, a duly incorporated nonprofit organization or association, for \$650,000 pursuant to N.J.S.A. 40A:12-21(k).
2. That the governing body hereby further authorizes execution of the Contract for Sale hereto attached as well as any and all documentation necessary to effectuate the transfer of title of Block 276.01, Lots 15-17 on the Tax Map of the Township of Little Egg Harbor, also known as 7 Gifford Road, to Family Promise of Jersey Shore, a duly incorporated nonprofit organization or association, subject to the approval of the Township Attorney.
3. That the Mayor is hereby authorized to execute and the Township Clerk to attest to said Contract for Sale as well as any and all such other related, necessary documentation.
4. That the Township Attorney is authorized to prepare any and all necessary documentation to effectuate the closing of title and transfer of ownership of Block 276.01, Lots 15-17 to Family Promise of Jersey Shore.

5. That the Township Clerk shall forward a certified copy of this Resolution to the Township Administrator, Township Attorney, and Family Promise of Jersey Shore.

CERTIFICATION

I, **KELLY LETTERA, CMC, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the 9th day of **January, 2025**.



KELLY LETTERA, CMC, RMC
Township Clerk
Little Egg Harbor Township

CONTRACT FOR SALE OF REAL ESTATE

WHEREAS, N.J.S.A. 40A:12-21 provides that when the governing body of a municipality shall determine that all or any part of a tract of land, with or without improvements, owned by the municipality, is not then needed for municipal purposes, said governing body, by ordinance, may authorize a private sale and conveyance of the same, or any part thereof without compliance with any other law governing disposal of lands by municipalities, for a consideration, which may be nominal, and containing a limitation that such lands or buildings shall be used only for the purposes of such organization or association, and to render such services or to provide such facilities as may be agreed upon, and except as provided in subsection (n) [cultivation and sale of fresh fruits and vegetables on a tract of land of less than five acres] not for commercial business, trade or manufacture, and that, unless waived, released, modified, or subordinated pursuant to N.J.S.A. 40:60-51.2 if said lands or buildings are not used in accordance with said limitation, title thereto shall revert to municipality without any entry or reentry made thereon on behalf of such municipality, to any duly incorporated nonprofit organization or association, other than a political, partisan, sectarian, denominational, or religious organization or association, which includes among its principal purposes the provision of educational, gardening, recreational, medical, or social services to the general public, including residents of the county or municipality; and

WHEREAS, Family Promise of the Jersey Shore is a non-profit corporation within the provisions of the statute; and

WHEREAS, the Township of Little Egg Harbor desires to sell 7 Gifford Road, also known as Block 276.01, Lots 15-17, on the Tax Map of the Township of Little Egg Harbor, to Family Promise of the Jersey Shore, a non-profit corporation for fair market consideration as follows:

This CONTRACT made this _____ day of _____, 2024 between the Township of Little Egg Harbor whose address is 665 Radio Road, Little Egg Harbor, New Jersey, 08087 hereinafter referred to as the "Seller", and Family Promise, a non-profit corporation, whose address is _____ hereinafter referred to as "Purchaser".

1. PURCHASE CONTRACT. The Seller agrees to sell and the Purchaser agrees to buy the Property described in this contract, known as 7 Gifford Road, in Little Egg Harbor.
2. PURCHASE PRICE. \$650,000.00
3. PROPERTY. The Property to be sold together with the buildings and improvements thereon consists of land and all of the Seller's rights and privileges relating to the land thereto ("Property"), appertaining, situated, lying and being in the municipality of Little Egg Harbor Township in the County of Ocean and the State of New Jersey known as Block 276.01, Lots 15-17.
4. PAYMENT OF PURCHASE PRICE. The Purchaser will pay the purchase price as follows:

Initial deposit in the form of a bank cashier's check Township of Little Egg Harbor on date of auction.

none

Balance to be paid at closing of title by certified or bank cashier's check drawn on a Federal Deposit Insurance Corporation member institution (subject to adjustment at closing), on delivery of Quitclaim Deed on the terms and conditions provided in this Contract, to be delivered at the office of Rothstein, Mandell, Strohm, Halm & Cipriani Attorney Escrow Account on or before 45 days after the execution of this contract.

\$650,000.00

Total

\$650,000.00

5. OTHER FEES. Purchaser shall pay an additional \$550.00 which shall constitute the cost of preparation and Attorney's review and approval of the documents.
6. TRANSFER OF OWNERSHIP. At the closing, the Seller will transfer ownership of the Property to the Purchaser. The Seller will give the Purchaser a properly executed Deed and an adequate Affidavit of Title. Seller shall also provide Purchaser with a Release of Mortgage or funds for the release of any Mortgage which may affect the Property.
7. 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 Purchaser agrees to accept a Deed known as Bargain and Sale Deed with Covenant against grantor's acts. Purchaser shall record the deed. Deed shall contain a restriction such that that such lands or buildings shall be used only for the purposes of such organization or association, and to render such services or to provide such facilities as may be agreed upon, and if said lands or buildings are not used in accordance with said limitation, title thereto shall revert to municipality without any entry or reentry made thereon on behalf of such county or municipality, with the only remedy to Purchaser shall be payment of the purchase price from Seller of \$650,000.00.
8. Purchaser shall provide proof of non-profit corporation status to Seller prior to closing of title.
9. PHYSICAL CONDITION OF THE PROPERTY. This Property is being sold "AS IS". PURCHASER ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE PROPERTY IN "AS IS" AND "WHERE IS" CONDITION, WITH ANY AND ALL FAULTS AND DEFECTS, WHETHER LATENT OR PATENT, AND SUBJECT TO ORDINARY WEAR AND TEAR FROM THE DATE HEREOF THROUGH THE CLOSING DATE. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING UPON, AND THAT SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, PROMISES, BROKER'S "SET-UPS", STATEMENTS, REPRESENTATIONS OR INFORMATION REGARDING THE PROPERTY' PHYSICAL OR ENVIRONMENTAL CONDITION, INCOME, EXPENSES, OPERATION, USE, COMPLIANCE WITH LAWS, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE

SPECIFICALLY SET FORTH IN THIS CONTRACT. The Seller, or anyone on behalf of the Seller, does not make any claims or promises about the condition, zoning or uses, or value of any of the Property included in this sale. The Purchaser acknowledges and agrees that it has inspected the Property or Purchaser hereby waives such right to inspect the Property.

10. **CONDITION OF TITLE - TITLE INSURANCE.** Quality of Title. Title to be transferred by Seller to Purchaser shall be marketable and insurable by any title insurance company licensed to do business in the State of New Jersey at regular rates, subject to easements and restrictions of record providing the easements and restrictions do not render title uninsurable. If title is not insurable, the Purchaser's sole remedy shall be to terminate this Contract, and upon termination all of the deposit monies paid, if any, shall be returned to the Purchaser.
11. **SURVEY.** The Purchaser and Seller agree that any survey will be at the expense of the Purchaser. If the Purchaser does not obtain the applicable survey and submit it to the title company within the time appropriate to the title company prior to the closing date hereof, Purchaser agrees to take title subject to the survey exception set forth in the Title Report.
10. **ASSESSMENT FOR MUNICIPAL IMPROVEMENTS.** Certain municipal improvements (such as sidewalks and sewers) may result in the municipality charging Property owners to pay for the improvements. All charges (assessments) against the Property levied prior to closing of title will be the responsibility of the Seller.
11. **ADJUSTMENTS AT CLOSING.** Taxes, Rents and any other municipal liens are to be apportioned as of the Closing Date. The collected rents, if any, security deposits, if any, water, sewer, taxes, fuel, and all other items normally adjusted shall be apportioned and allowed as of midnight of the day immediately prior to the Closing Date. The parties shall split evenly any real estate transfer tax associated with this transaction. The Purchaser shall be responsible for obtaining any municipal certificates required in connection with this purchase and sale.
12. **POSSESSION.** At the closing the Purchaser will be given possession of the Property. This conveyance shall be subject to the rights, if any, of the public and others in and to any streets and waterways on or abutting the Property.
13. **PARTIES LIABLE.** This contract is binding upon all parties who sign it. Neither this Contract, nor any right or rights under this Contract, shall be assigned by the Purchaser without the prior written consent of the Seller. Any assignment made in violation of these provisions shall be null and void. Purchaser represents that he/she has sufficient cash and/or financing available to consummate the within transaction. Unless the conditions of this Contract shall in all respects be complied with by Purchaser in the manner provided in this Contract, Purchaser shall lose all rights, remedies or actions either at law or equity under this Contract, and Seller shall be released from all obligations to convey said Property and retains the right to seek further damages due to Purchaser's default. This Contract shall become null and void and neither party shall have further rights against the other. Purchaser agrees that this Contract shall not be recorded. If Seller is unable to convey title as set forth herein, Purchaser's sole remedy shall be to consider the Contract null and void.

14. 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. Service shall be deemed effective upon the earlier of actual notice or two (2) business days after placing such notice in the mail.
15. COMPLETE CONTRACT. This contract is the entire and only Contract between the Purchaser and the Seller. This contract replaces and cancels any previous Contract between the Purchaser and the Seller. This contract can only be changed by a Contract in writing signed by both Purchaser and Seller. The Seller states that the Seller has not made any other contract to sell the Property to anyone else.
16. FARMLAND ASSESSMENT, Property is/is not presently under farmland assessment. Rollback taxes, if any, as a result of a change in use by Purchaser, will be the responsibility of the Purchaser.
17. TENANCIES. The Property is sold free of all tenancies.
18. ATTORNEY REVIEW. This Contract was reviewed and prepared by Seller's counsel. Both parties agree that the three (3) day attorney review period does not apply to this transaction.
19. MEGAN'S LAW STATEMENT: UNDER NEW JERSEY LAW, THE COUNTY PROSECUTOR DETERMINES WHETHER AND HOW TO PROVIDE NOTICE OF THE PRESENCE OF CONVICTED SEX OFFENDERS IN AN AREA. IN THEIR PROFESSIONAL CAPACITY, REAL ESTATE LICENSEES ARE NOT ENTITLED TO NOTIFICATION BY THE COUNTY PROSECUTOR UNDER MEGAN'S LAW AND ARE UNABLE TO OBTAIN SUCH INFORMATION FOR YOU. UPON CLOSING, THE COUNTY PROSECUTOR MAY BE CONTACTED FOR SUCH FURTHER INFORMATION AS MAY BE DISCLOSABLE TO YOU.
20. NOTICE ON OFF-SITE CONDITIONS: PURSUANT TO THE NEW RESIDENTIAL CONSTRUCTION OFF-SITE CONDITIONS DISCLOSURE ACT, P.L. 1995 C. . .253, THE CLERKS OF MUNICIPALITIES IN NEW JERSEY MAINTAIN LISTS OF OFF-SITE CONDITIONS WHICH MAY AFFECT THE VALUE OF RESIDENTIAL PROPERTIES IN THE VICINITY OF THE OFF-SITE CONDITION. PURCHASERS MAY EXAMINE THE LISTS AND ARE ENCOURAGED TO INDEPENDENTLY INVESTIGATE THE AREA SURROUNDING THIS PROPERTY IN ORDER TO BECOME FAMILIAR WITH ANY OFF-SITE CONDITIONS WHICH MAY AFFECT THE VALUE OF THE PROPERTY. IN CASES WHERE A PROPERTY IS LOCATED NEAR THE BORDER OF A MUNICIPALITY, PURCHASERS MAY WISH TO ALSO EXAMINE THE LIST MAINTAINED BY THE NEIGHBORING MUNICIPALITY.
21. CLOSING: The closing shall take place on or before forty-five (45) days after the execution of this Contract (the "Closing Date") at TBD. In the event that the closing has not taken place by the Closing Date, either party may declare a TIME OF THE ESSENCE Closing Date upon ten (10) calendar days prior written notice to the other party. At the closing, Purchaser shall deliver payment of the Purchase Price along with all closing

documents for the benefit of Seller, and Seller shall deliver an executed Deed conveying the Property to Purchaser along with all closing documents for the benefit of Purchaser.

22. BUYER'S RIGHT TO INSPECTIONS.

- A. Physical Defects and Environmental Conditions. Buyer has the right, at its own expense, to have the improvements and all other conditions of the Property inspected and evaluated by professional inspectors. If Buyer chooses to make the inspections, such inspections must be completed within ten (10) days of the Effective Date and all written reports must be furnished to Seller within three (3) days of their receipt. Within three (3) days of the receipt of all written inspection reports, Buyer shall (a) notify Seller in writing that the reports are acceptable; (b) notify Seller in writing that the reports are unacceptable and that Buyer has elected to void the Contract; or (c) furnish Seller with a written list of all unacceptable conditions and request Seller to correct or repair those conditions prior to Closing. If Buyer elects option (c), Seller shall, within seven (7) days of receipt of the list of unacceptable conditions, agree in writing to correct and repair all unacceptable conditions or, in the alternative, declare the Contract null and void.
- B. Termite Inspection. Buyer has the right, at its own expense, to have the Property inspected by a licensed exterminating company of its choice, for the purpose of determining if the Property is free from infestation or damage from termites or other wood-destroying insects. If Buyer chooses to make the inspections, such inspections must be completed within ten (10) days of the Effective Date and all written reports must be furnished to Seller within three (3) days of their receipt. Within three (3) days of the receipt of all written inspection reports, Buyer shall (a) notify Seller in writing that the reports are acceptable; (b) notify Seller in writing that the reports are unacceptable and that Buyer has elected to void the Contract; or (c) furnish Seller with a written list of all unacceptable conditions and request Seller to correct or repair those conditions prior to Closing. If Buyer elects option (c), Seller shall, within seven (7) days of receipt of the list of unacceptable conditions, agree in writing to correct and repair all unacceptable conditions or, in the alternative, declare the Contract null and void.
- C. Radon Inspection. Buyer shall be permitted to have the property inspected for the existence of excess levels of radon gas. For the purposes of this Contract, a radon level of 4.0 picocuries per liter or less shall be deemed an acceptable radon level. The radon inspection shall be conducted at Buyer's cost and expense and shall be completed and Seller notified of any negative test results no later than twenty (20) days from the Effective Date. In the event of an unacceptable level of radon, Seller shall have seven (7) days from receipt of notice from Buyer to agree to perform at Seller's own cost and expense a satisfactory radon remediation or Buyer shall have the right to cancel the Contract and obtain a full refund of all deposit monies.
- D. Environmental Review: This Agreement is contingent upon the mutual and individual commitments of the County and Buyer contained in the SLFRF and most particularly, the commitment of SLFRF funds is subject to the County completing an Environmental Review pursuant to the provisions of Federal Regulation 24 CFR 92,352 and its issuance of a proceed order to the Buyer certifying completion of said environmental review and commitment to the Project which is the subject of this Agreement. Costs incurred by the Buyer prior to receipt of a notice to proceed from the County are the sole responsibility of the Buyer and the County shall not be obligated to provide funding for such costs unless the above stated conditions are met and a notice to proceed is issued by the County.

23. RELEASE. Purchaser releases, quit claims and forever discharges Seller, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or

indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Contract, or in violation of any seller disclosure law or regulation, this release does not deprive Purchaser of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

24. DUE DILIGENCE AND RIGHT OF REVERTER CONTINGENCY.

- A. The contract is contingent upon the Purchaser obtaining approval by the Little Egg Harbor Township Planning Board for the planned use of Property in accordance with the purposes of Purchaser's non-profit corporation.
- B. At the time of closing of title, the Seller shall execute the Bargain and Sale Deed in favor of Purchaser, and said Deed shall be held in escrow by Seller. Purchaser shall remit \$650,000.00 to Seller, which will be held in escrow by Seller.
 - 1. As a condition subsequent to the closing of title, Purchaser shall make such land use application to the Township Planning Board within 90 days of the date of closing of title as delineated in Paragraph 24(A) above.
 - 2. If the land use application is approved by the Township Planning Board, upon passage of a Resolution of Approval, the aforementioned Deed shall be released from escrow and recorded to vest title in Purchaser, and the purchase price funds of \$650,000.00 shall also be released from escrow and deposited by Seller, with no further action required.
- C. If Purchaser submits a land use application as required under Paragraph 24(B)(1) and the Planning Board does not approve the land use application concerning the planned use of the property by Purchaser, Purchaser shall notice Seller in writing within 10 days of the date of the Resolution of Denial. Upon such notice, purchase price funds in the amount of \$650,000.00 shall be released from escrow and returned to Purchaser and simultaneously, the Deed held in escrow shall be deemed null and void. Upon return of the purchase price funds of \$650,000.00, Purchaser shall forfeit any further remedy or right to title in the Property.
- D. If Purchaser fails to submit an application to the appropriate Township Land Use Board within 90 dates of the title closing, the aforementioned Deed shall be released from escrow and recorded, and title shall vest with Purchaser. Purchase price funds shall be released from escrow and deposited by Seller.

IN WITNESS THEREOF, the parties hereto have duly executed this Contract this day and year first above written.

Witness

Family Promise of the Jersey Shore
Name: Elizabeth Golla, Executive Director

Date: _____

Attested by:
Township Clerk
LITTLE EGG HARBOR TOWNSHIP
Kelly Lettera, CMC, RMC

LITTLE EGG HARBOR TOWNSHIP (SELLER)
Mayor Daniel Maxwell

Date: _____