

MONROE TOWNSHIP, MIDDLESEX COUNTY

ORDINANCE NO.: O-6-2020-013

AN ORDINANCE OF THE TOWNSHIP OF MONROE IN COUNTY OF MIDDLESEX, NEW JERSEY, TO ACQUIRE, BY NEGOTIATED AGREEMENT, REAL PROPERTY KNOWN AND DESIGNATED AS TAX BLOCK 36, LOT 32 ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF MONROE, MIDDLESEX COUNTY, NEW JERSEY, LOCATED OFF ENGLISHTOWN ROAD FOR OPEN SPACE AND 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; 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 Township desires to purchase certain land known as and designated as Tax Block 36, Lot 32 on the Official Tax Map of the Township of Monroe located on Englishtown Road (the "Property") from the Estate of Salvatore Casale for the purposes of open space and/or other governmental use pursuant to a negotiated agreement for a consideration of \$300,000.00; and

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

- 1. The voluntary acquisition by negotiated agreement of the Property known as Block 36, Lot 32 located on Englishtown Road (the "Property") from the Estate of Salvatore Casale for the purpose of open space and/or other governmental use in the Township of Monroe for a consideration of \$300,000.00 be and is hereby authorized using Ordinance O-9-2016-032 as a funding source.
2. The Township Attorney and Business Administrator are hereby authorized to take all actions necessary to acquire the Property through negotiation.
3. The Mayor and Clerk are hereby authorized to sign and witness, respectively, any contract of ale or other documents necessary to acquire the Property.

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 in effect; and

BE IT FURTHER ORDAINED, that any ordinance or parts thereof in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict; and

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

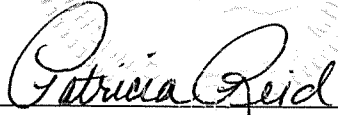
Miriam Cohen (handwritten signature)

MIRIAM COHEN, Council President

Table with 7 columns: COUNCIL, MOTION, SECOND, AYE, NAY, ABSTAIN, ABSENT. Rows include Councilman Baskin, Councilman Dalina, Councilman Dipierro, Council V. President Schneider, and Council President Cohen.

NOTICE

Notice is hereby given that the foregoing Ordinance was introduced and passed on first reading at a meeting of the Monroe Township Council held on June 22, 2020. Said Ordinance will again be read and considered for final passage at the next scheduled meeting of the Monroe Township Council to be held on August 3, 2020 at 6:30 p.m. at the Monroe Township Municipal Building, 1 Municipal Plaza, Monroe Township, New Jersey 08831. At said time and place all persons having an interest in the foregoing Ordinance will be granted an opportunity to be heard concerning the same prior to consideration for final passage by the Council.



PATRICIA REID, Township Clerk

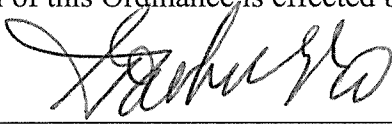
RECORDED VOTE – SECOND READING & FINAL ADOPTION– August 3, 2020						
COUNCIL	MOTION	SECOND	AYE	NAY	ABSTAIN	ABSENT
Councilman Baskin			X			
Councilman Dalina		X	X			
Councilman Dipierro				X		
Council V. President Schneider	X		X			
Council President Cohen			X			

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NEW JERSEY, TO ACQUIRE, BY NEGOTIATED AGREEMENT,
REAL PROPERTY KNOWN AND DESIGNATED AS TAX BLOCK 36, LOT 32
ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF MONROE, MIDDLESEX
COUNTY, NEW JERSEY, LOCATED OFF ENGLISHTOWN ROAD
FOR OPEN SPACE AND GOVERNMENTAL PURPOSES**

MAYORAL APPROVAL

By virtue of the Optional Municipal Charter Law of 1950 and Chapter 3, Section 19 of the Code of the Township of Monroe, my approval of this Ordinance is effected by the affixing of my signature hereto.



GERALD W. TAMBURRO, Mayor

Date signed: August 4, 2020



**Middlesex County
Document Summary Sheet**

MIDDLESEX COUNTY CLERK
PO BOX 871
JOHN F. KENNEDY SQUARE
NEW BRUNSWICK NJ 08901

INSTR # 2021002878
O BK 18219 PG 1708
RECORDED 01/07/2021 03:09:41 PM
NANCY J. PINKIN, COUNTY CLERK
MIDDLESEX COUNTY, NEW JERSEY
RECORDING FEES \$105.00

Official Use Only

Transaction Identification Number		4887086	4722114
Submission Date (mm/dd/yyyy)		12/31/2020	Return Address <i>(for recorded documents)</i> FOUNDATION TITLE, LLC 13000 LINCOLN DRIVE WEST MARLTON, NJ 08053
No. of Pages <i>(excluding Summary Sheet)</i>		7	
Recording Fee <i>(excluding transfer tax)</i>		\$105.00	
Realty Transfer Tax		\$0.00	
Total Amount		\$105.00	
Document Type	DEED - NO CONSIDERATION		
Municipal Codes		MONROE	MNR
Batch Type	L2 - LEVEL 2 (WITH IMAGES)		
456319			

Additional Information (Official Use Only)

** DO NOT REMOVE THIS PAGE.
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MIDDLESEX COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.*



**Middlesex County
Document Summary Sheet**

DEED - NO CONSIDERATION	Type	DEED - NO CONSIDERATION				
	Consideration	\$300,000.00				
	Submitted By	SIMPLIFILE, LLC. (SIMPLIFILE)				
	Document Date	11/29/2020				
	Reference Info					
	Book ID	Book	Beginning Page	Instrument No.	Recorded/File Date	
	GRANTOR	Name			Address	
		FLORA L CASALE			41 LEXINGTON COURT, WASHINGTON TOWNSHIP, NJ 07676	
		ESTATE OF SALVATORE CASALE			41 LEXINGTON COURT, WASHINGTON TOWNSHIP, NJ 07676	
	GRANTEE	Name			Address	
		TOWNSHIP OF MONROE			1 MUNICIPAL PLAZA, MONROE TOWNSHIP, NJ 08831	
	Parcel Info					
	Property Type	Tax Dist.	Block	Lot	Qualifier	Municipality
	MN	36	32		MNR	

* DO NOT REMOVE THIS PAGE.
COVER SHEET [DOCUMENT SUMMARY FORM] IS PART OF MIDDLESEX COUNTY FILING RECORD.
RETAIN THIS PAGE FOR FUTURE REFERENCE.

Prepared by: _____
EDWARD S. SERADZKY, ESQ.

DEED

This Deed is made on DECEMBER 1, 2020

BETWEEN

FLORA L. CASALE, Executrix of the Estate of SALVATORE CASALE
whose address is 41 Lexington Court, Washington Township, NJ 07676,
referred to as the Grantor,

AND

TOWNSHIP OF MONROE

whose address is 1 Municipal Plaza, Monroe Township, New Jersey 08831,
referred to as the Grantee,

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

Transfer of Ownership. The grantors grants and conveys (transfers ownership) interest in the property described below to the Grantee. This transfer is made for the sum of **THREE HUNDRED THOUSAND (\$300,000.00) DOLLARS**. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A.46:15-2.1b) Township of Monroe
Block No. 36 Lots No. 32 Acct.

No property tax identification number is available on the date of this Deed. (Check box if applicable).

Property. The property consists of the interest in the land and all of the buildings and structures on the land in the Township of Monroe, County of Middlesex and State of New Jersey. The legal description is: **SEE ATTACHED DESCRIPTION RIDER**

BEING the same premises conveyed to Salvatore Casale by Deed from Amariah H. Cubberley, unmarried dated January 7, 1982 and recorded March 4, 1982 in the Middlesex County Clerk/Register's Office in Deed Book 3227 at Page 977.

The Said Salvatore Casale died on February 10, 2012 leaving a Will dated March 19, 2010 wherein Flora L. Casale was named Executrix. Letters Testamentary were issued to Flora L. Casale on February 22, 2012 by the Bergen County Surrogate's Court under Docket No. 2012-0701.

SUBJECT to grants, easements and restrictions contained in prior deeds of record, and to local zoning ordinances and other governmental rules and regulations affecting the use of said premises.

LEGAL DESCRIPTION - Rider
Foundation Title, LLC - East Brunswick
a Policy Issuing Agent for **Fidelity National Title Insurance Company**
File No. 626-153251

All that certain tract or parcel of land, situated, lying and being in Monroe Township, County of Middlesex, and State of New Jersey, more particularly described as follows:

FIRST TRACT:

Bounded and described as follows: BEGINNING at a point on the west side of the public highway leading from Old Bridge to Englishtown which point is located 338 feet 6 inches southerly from the center of a road known as the Gertler Road and also is the southeasterly corner of the land of Patterson, thence westerly approximately N 64 degrees 35' W. along the line of Patterson 500 feet, thence along Patterson's line N 21 degrees 197 feet; thence N 64 degrees W 524.8 feet along the line of Patterson land to a stake in the center of a small stream which is the southwesterly corner of the land of Patterson, where it meets the land of Gertler, thence S 20 degrees 33-1/2 minutes W 146 feet 6 inches along the center line of a small stream which is the easterly line of the land of Gertler, thence westerly along the southerly line of the land of Gertler, for a distance of 365 feet more or less, which line is located at the center line of an old dam that forms one side of a Cranberry Bog, and this line runs parallel to the Small Stream which here turns westerly at right angles and is approximately parallel to the line, thence southerly along the easterly line of Gertler land 139 feet 6 inches S, 64 degrees 33 minutes 30 seconds E 1300 feet, be it more or less, in a direct straight line to a point on the dividing line between the land of Smith and the land of McBride; thence N 52 degrees 45 minutes 21 seconds E as the compass pointed June 14th, 1931 232 feet six inches along the dividing line of the land of Smith and the land of McBride, to a point at the side of the Public Highway, thence N 21 degrees E 112 feet one inch along the westerly line of the aforementioned Public Highway to the point and place of BEGINNING.

BEING the same premises conveyed to A. M. Cubberly by deed of Myer Smith and Sarah Smith, his wife, and Sarah Robbins and Louis Robbins, her husband, dated August 15, 1931, recorded November 4, 1931 in the Middlesex County Clerk's Office in Book 1018, page 566.

SECOND TRACT:

BEGINNING at a point on the dividing line between the land of Cubberley and the land of Elizabeth McBride, and which point is also the most extreme south easterly corner of approximately ten (10) acres of land formerly conveyed to A. H. Cubberly by Myer Smith, et als, and thence

(1) along the southerly line of the above mentioned 10 acres north sixty four degrees thirty-five minutes west twelve hundred seventy three and forty six hundredths feet to the southwesterly corner of the above mentioned ten acres, thence

(2) north twenty degrees thirty three minutes and thirty seconds along the westerly line of the above mentioned 10 acres for a distance of one hundred ninety four and forty seven hundredths feet thence

(3) South sixty nine degrees twenty nine minutes and thirty seconds east for a distance of three hundred and sixty five feet thence

(4) north twenty degrees thirty nine minutes and thirty seconds east for a distance of one hundred forty six and five tenths feet to the extreme southwesterly corner of the land of Patterson where it touches the boundary of the land of Gertler, thence

(5) south twenty nine degrees and thirty five minutes west along the land of Gertler for a distance of one hundred and twenty eight and five tenths feet thence

This page is only a part of a 2016 ALTA® Commitment for Title Insurance [Issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

LEGAL DESCRIPTION - Rider

(6) north 61 degrees two minutes west along the land of Gertler for a distance of four hundred forty feet thence

(7) south twenty seven degrees and forty eight minutes west along the land of Gertler for a distance of thirteen hundred fifty eight and forty five hundredths feet, thence

(8) north eighty nine degrees and thirty nine minutes east along the land of Brown for a distance of seven hundred sixty nine feet, thence

(9) south one degrees and twenty five minutes west along the land of Brown one hundred eighty eight feet, thence

(10) south sixty degrees fifty five minutes east along the land of Brown for a distance of two hundred feet more or less to the point where the boundary reaches the land of Elizabeth McBride thence

(11) north fifty one degrees and forty minutes east ten hundred and twenty five and two tenths feet more or less along the land of Elizabeth McBride to the point or place of beginning, same to contain twenty six and three one hundredths acres be the same more or less.

The above description shall at no time include any more acreage except owned and conveyed by last deed of Samuel Brown to Myer Smith et als.

THIRD TRACT:

This a reconveyance of the First Exception Piece, and is therein described.

EXCEPTING from the foregoing tracts

1. So much was conveyed to Mrs. Kezia Lovett and Mrs. Harold Lovett (no marital status) by deed dated 4/20/34, and recorded 8/6/34, in Deed Book 1068, page 51, which exception piece is described as follows:

ALL of that tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the Township of Monroe, in the County of Middlesex and State of New Jersey.

BEGINNING at a point on the side of the cement highway (20' 7-1/2" from the center) and this point is also 383' 6" southerly from the center of a road known as the Gertler Road and thence:

(1) north 64° 35' west (but parallel to the southerly line of the land of Patterson, one hundred and fifty feet; thence

(2) south 21 _ west, fifty feet; thence

(3) south 64° 35' east, one hundred and fifty feet; thence

(4) north 21° east parallel to the side of the cement highway for a distance of fifth feet to the point and place of BEGINNING.

Said deed recites the exceptions is from Deed Book 1019 (should be 1018), 566.,

2. So much as was conveyed to Mrs. Lillian Katz, a widow, by deed dated 11/18/52, and recorded 11/28/52, in Deed Book 1652, Page 26, and which exception piece is described as follows:

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NEW JERSEY LAND TITLE
INSURANCE RATING BUREAU

NJRB 3-09
Last Revised: 05/23/17

LEGAL DESCRIPTION - Rider

All that certain tract or parcel of land and premises, situate, lying and being in the Township of Monroe, County of Middlesex, and State of New Jersey and more particularly described as follows:

BEGINNING at a point, which is the most Northerly corner of the present property of the said Lillian Katz, THENCE

(1); North 8.5 degrees 28 minutes West for a distance of 554 feet; THENCE

(2); South 24 degrees 32 minutes West for a distance of 214 feet plus two tenths of a foot (215.2 feet); THENCE

(3); South 65 degrees 28 minutes East, a distance of 225 1/2 feet; which point is also the most South-Westerly corner of the present land of Lillian Katz; THENCE

(4); North 51 degrees 17 minutes East along the present boundary line of the said Mrs. Lillian Katz for a distance of 241 feet approximately, to the point and place of BEGINNING.

Said deed recites said exception piece is from Deed Book 1055, page 554.

FOURTH TRACT

All of that tract or parcel of land and premises hereinafter particularly described, situate, lying and being in the Township of Monroe in the County of Middlesex and State of New Jersey.

BEGINNING:- At a point in the center of the public highway that runs between Old Bridge and Englishtown which point is 562 1" S. 21° W. from the intersection of the center line of this public highway with a road known as the Gertler Road, and which point is also 225' 7" from a point in the center of the public highway, in line with the southerly boundary line of the land of Patterson thence;

1 N. 69° W. 93.25 ft. to a point on the dividing line between formerly Smith and McBride, thence;

2. N. 52° 45' 21" E. as the compass pointed June 14th, 1931 130' 3-1/2" to the west side of the public highway, and continuing on in a directly straight line along the line of Smith to the center of the Matchaponix river; thence

3. southerly and northerly up the center line of the Matchaponix river; its bends and curves to a point where center line of the said river is intersected by a line which is marked by an iron stake located on the west side of the river bank, which line, when extended N 69° W. 440' more or less) passes through the point and place of beginning.

NOTE FOR INFORMATION:

BEING known as Englishtown Road, Monroe Township, Middlesex County, State of New Jersey, Block 36, Lot 32 on the tax map of Monroe Township.

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GIT/REP-3
(8-19)
(Print or Type)

**State of New Jersey
Seller's Residency Certification/Exemption**

Seller's Information

Name(s)
FLORA L. CASALE, Executrix of the Estate of Salvatore Casale

Current Street Address
41 Lexington Court

City, Town, Post Office
Washington Township

State
NJ

ZIP Code
07676

Property Information

Block(s)
36

Lot(s)
32

Qualifier

Street Address
Englishtown Road

City, Town, Post Office
Monroe Township

State
NJ

ZIP Code
08831

Seller's Percentage of Ownership
100%

Total Consideration
300,000.00

Owner's Share of Consideration
300,000.00

Closing Date
12/11/2000

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is 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 an individual, estate, or trust and is not required to make an estimated Gross Income Tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey Income Tax return for the year of the sale and report the recognized gain.
8. Seller did not receive non-like kind property.
9. The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
10. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
11. The deed is dated prior to August 1, 2004, and was not previously recorded.
12. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
13. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
14. The property transferred is a cemetery plot.
15. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
16. The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
17. The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

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 may 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. By checking this box I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

12/11/2000 Date Flora L. Casale Signature (Seller) Flora L. Casale, Executrix Indicate if Power of Attorney or Attorney in Fact

Date _____
Signature (Seller) Indicate if Power of Attorney or Attorney in Fact

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L.1988, as amended through Chapter 33, P.L. 2006) (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 ESSEX } SS. County Municipal Code
1213

FOR RECORDER'S USE ONLY
Consideration \$ _____
RTF paid by seller \$ _____
Date By _____

MUNICIPALITY OF PROPERTY LOCATION MONROE

*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, FLORA I. CASALE being duly sworn according to law upon his/her oath,
(Name)
deposes and says that he/she is the Grantor in a deed dated December 1, 2020 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 36 Lot number 32 located at
Englishtown Road, Monroe Township, NJ - County of Middlesex County and annexed thereto.
(Street Address, Town)

(2) CONSIDERATION \$ 300,000.00 (Instructions #1 and #5 on reverse side) no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:
(See Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ _____ + _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 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 C. 68, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

8(b) By or to the United States of America, this State, or any instrumentality, agency or subdivision.

(5) PARTIAL EXEMPTION FROM FEE (Instruction #9 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, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, 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. * (Instruction #9 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 persons, or disabled persons must also meet all of the following criteria:
 Owned and occupied by grantor(s) at time of sale Resident of State of New Jersey.
 One or two-family residential premises. Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY

- C. LOW AND MODERATE INCOME HOUSING (Instruction #9 on reverse side)
 Affordable according to H.U.D. standards. Reserved for occupancy.
 Meets income requirements of region. Subject to resale controls.

- (6) NEW CONSTRUCTION (Instructions #2, #10 and #12 on reverse side)
 Entirely new improvement. Not previously occupied
 Not previously used for any purpose. NEW CONSTRUCTION* printed clearly at top of first page of the deed.

- (7) RELATED LEGAL ENTITIES TO LEGAL ENTITIES (Instructions #5, #12, #14 on reverse side)
 No prior mortgage assumed or to which property is subject at time of sale
 No contributions to capital by either grantor or grantee legal entity.
 No stock or money exchanged by or between grantor or grantee legal entities.

(8) 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 33, P.L. 2006.

Subscribed and sworn to before me
this 1st day of December, 2020

Flora L. Casale Signature of Deponent Flora L. Casale Grantor Name

41 Lexington Court Deponent Address 41 Lexington Court Grantor Address at Time of Sale
Washington Township, NJ 07876

Edward S. Seradzky
Attorney at Law
State of New Jersey

XXX-XXX-669 Last three digits in Grantor's Social Security Number Foundation Title LLC Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY
Instrument Number _____ County _____
Deed Number _____ Book _____ Page _____
Deed Dated _____ Date Recorded _____

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to: STATE OF NEW JERSEY
PO BOX 251
TRENTON, NJ 08646-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has presented this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: www.state.nj.us/treasury/taxation/rtf1.htm

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 act" (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).

Premises being commonly known as Englishtown Road, Monroe Township, New Jersey 08831 (Block 36 - Lot 32)

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

Witnessed by:

Edward S. Seradzky
EDWARD S. SERADZKY

Estate of Salvatore Casale

Flora L. Casale
FLORA L. CASALE, Executrix
ESTATE OF SALVATORE CASALE

STATE OF NEW JERSEY :S.S.:
COUNTY OF ESSEX :

I CERTIFY that on DECEMBER 1, 2020, FLORA L. CASALE,
came before me and acknowledged under oath, to my satisfaction, that this person (or if more than
one, each): *Executrix of the Estate of Salvatore Casale*

- (a) is named in and personally signed this Deed;
- (b) signed, sealed and delivered this Deed as his or her act and deed; and
- (c) made this Deed for \$300,000.00 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).

Edward S. Seradzky
EDWARD S. SERADZKY
Attorney at Law/State of NJ

DEED

Dated: DECEMBER 1, 2020

FLORA L. CASALE, EXECUTRIX
OF THE ESTATE OF SALVATORE CASALE

Record & Return to:

To

TOWNSHIP OF MONROE

Edward S. Seradzky, Esq.
307 Montgomery Street
Bloomfield, NJ 07003



Township of Monroe


County of Middlesex

PATRICIA REID
Township Clerk

Municipal Complex
1 Municipal Plaza
Monroe Township, NJ
08831-1900
Phone (732) 656-4573
Fax (732) 521-3190

Affidavit of Publication

I, Patricia Reid, Township Clerk, of the Township of Monroe, County of Middlesex, State of New Jersey, do hereby certify that the attached legal notice is a true copy of such notice, which was published in the Home News Tribune, the official newspapers of Monroe Township and newspaper of general circulation in the County of Middlesex on August 10, 2020.



Patricia Reid, Township Clerk

Ad Number: 0004320312

Run Dates: 08/10/2020

MONROE TOWNSHIP, MIDDLESEX COUNTY NOTICE OF FINAL ADOPTION

Notice is hereby given that the following entitled Ordinance was introduced and passed on First Reading at the regular meeting of the Monroe Township Council held on June 22, 2020. Furthermore, this Ordinance was adopted after a Public Hearing was held at the August 3, 2020 regular meeting of the Monroe Township Council which was held via Zoom at the following website <https://us04web.zoom.us/j/106827708>, and was thereafter approved and signed by the Mayor on August 4, 2020.

MONROE TOWNSHIP, MIDDLESEX COUNTY ORDINANCE NO.: O-6-2020-013

"AN ORDINANCE OF THE TOWNSHIP OF MONROE IN COUNTY OF MIDDLESEX, NEW JERSEY, TO ACQUIRE, BY NEGOTIATED AGREEMENT, REAL PROPERTY KNOWN AND DESIGNATED AS TAX BLOCK 36, LOT 32 ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF MONROE, MIDDLESEX COUNTY, NEW JERSEY, LOCATED OFF ENGLISH TOWN ROAD FOR OPEN SPACE AND GOVERNMENTAL PURPOSES"

PATRICIA REID, R.M.C.
Monroe Township Municipal Clerk

(\$23.22)

0004320312-01



Township of Monroe

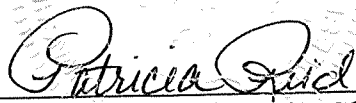
County of Middlesex

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Affidavit of Publication

I, Patricia Reid, Township Clerk, of the Township of Monroe, County of Middlesex, State of New Jersey, do hereby certify that the attached legal notice is a true copy of such notice, which was published in the Home News Tribune, the official newspapers of Monroe Township and newspaper of general circulation in the County of Middlesex on June 26, 2020.



Patricia Reid, Township Clerk

Ad Number: 0004253232

Run Dates: 06/26/2020

MONROE TOWNSHIP NOTICE OF PENDING ORDINANCE

ORDINANCE NO.: O-6-2020-013
NOTICE IS HEREBY GIVEN THAT AN ORDINANCE ENTITLED:
"AN ORDINANCE OF THE TOWNSHIP OF MONROE IN COUNTY OF MIDDLESEX, NEW JERSEY, TO ACQUIRE, BY NEGOTIATED AGREEMENT, REAL PROPERTY KNOWN AND DESIGNATED AS TAX BLOCK 36, LOT 32 ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF MONROE, MIDDLESEX COUNTY, NEW JERSEY, LOCATED OFF ENGLISHTOWN ROAD FOR OPEN SPACE AND GOVERNMENTAL PURPOSES", has been introduced and passed on first reading at the regular meeting of the Monroe Township Council held telephonically on June 22, 2020 and will be further considered for final passage after a Public Hearing during the council meeting to be held on August 3, 2020 at 6:30 p.m. in the Monroe Twp. Municipal Building, One Municipal Plaza, Monroe Twp., N.J. 08831 or held telephonically. Due to the current circumstances this has yet to be determined. At said time and place, all persons will be granted the opportunity to be heard concerning this Ordinance prior to its consideration for adoption by Council.

The purpose of this Ordinance is to authorize the Township to purchase certain land known as and designated as Tax Block 36, Lot 32 on the Official Tax Map of the Township of Monroe located on Englishtown Road (the "Property") from the Estate of Salvatore Casale for the purposes of open space and/or other governmental use pursuant to a negotiated agreement for a consideration of \$300,000.00.

The proposed Ordinance in its entirety can be viewed on the Township website, www.monroetwp.com and is on file in the Municipal Clerk's Office. Copies may be obtained without charge between the hours of 8:30am and 4:30pm. Monday through Friday.
Patricia Reid, Municipal Clerk
(\$30.96)

0004253232-01