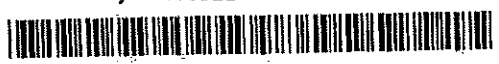


26
MP
303

Bergen County Recording Data Page
Honorable John S. Hogan
Bergen County Clerk



Official Use Only - Barcode



17-082289 Deed - Exempt
V Bk: 02771 Pg: 0546-0563 Rec. Fee \$203.00
John S. Hogan, Bergen County Clerk
Recorded 10/30/2017 03:22:28 PM

Official Use Only - Realty Transfer Fee

Date of Document:
October 19, 2017

Type of Document:
Deed

First Party Name:
The Township of Wyckoff

Second Party Name:
BCUW/Madeline Housing Partners, LLC

Additional Parties:

THE FOLLOWING SECTION IS REQUIRED FOR DEEDS ONLY

Block: 238

Lot: 2

Municipality: Wyckoff

Consideration: \$400,000.00

Mailing Address of Grantee:
6 Forest Avenue, Suite 210, Paramus, NJ 07652

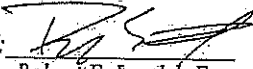
THE FOLLOWING SECTION IS FOR ORIGINAL MORTGAGE BOOKING & PAGE INFORMATION FOR ASSIGNMENTS, RELEASES, SATISFACTIONS, DISCHARGES & OTHER ORIGINAL MORTGAGE AGREEMENTS ONLY

Original Book:

Original Page:

BERGEN COUNTY RECORDING DATA PAGE
Please do not detach this page from the original document as it contains important recording information and is part of the permanent record.

PREPARED BY:


Robert E. Landel, Esq.

DEED

THIS DEED is made on October 19, 2017,

BETWEEN

THE TOWNSHIP OF WYCKOFF, a municipal corporation of the State of New Jersey, with an address of 340 Franklin Avenue, Wyckoff, New Jersey, hereinafter referred to as the "Grantor;"

AND

BCUW/MADELINE HOUSING PARTNERS, LLC, a New Jersey limited liability company, whose mailing address is 6 Forest Avenue, Suite 210, Paramus, New Jersey 07652, hereinafter referred to as the "Grantee."

Transfer of Ownership. The Grantor grants and conveys the property described below to the Grantee. This transfer is made for the sum of **FOUR HUNDRED THOUSAND DOLLARS AND 00/100 (\$400,000.00)**. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A. 46:15-1.1) Municipality of Wyckoff
Block 238, Lot 2

Property. The property consists of the land in the Township of Wyckoff, County of Bergen, and State of New Jersey. The legal description is:

SEE LEGAL DESCRIPTION ANNEXED HERETO AS EXHIBIT A AND MADE A PART HEREOF.

BEING also known as Lot 2 in Block 238 on the Official Tax Assessment Map of the Township of Wyckoff, County of Bergen, State of New Jersey.

BEING commonly known as 370 Clinton Avenue, Wyckoff, New Jersey.

BEING the same premises conveyed to THE TOWNSHIP OF WYCKOFF, a municipal corporation of the State of New Jersey, by Deed from Protection Fire Company Number One of Wyckoff NJ, a corporation of the State of New Jersey, dated May 21, 1936, and recorded in the Bergen County Clerk's Office on July 9, 1936 in Deed Book 2016, Page 655.

This Deed is being conveyed by the Grantor to the Grantee pursuant to the terms of the Transfer and Development Agreement between Grantor, The Township of Wyckoff, and Grantee, BCUW/Madeline Housing Partners, LLC, dated June 5, 2017, such Agreement which is annexed hereto as Exhibit B, fully incorporated herein, and recorded simultaneously herewith. Such Transfer and Development Agreement was authorized by Township of Wyckoff Resolution # 17-172 attached hereto as Exhibit C and Township of Wyckoff Ordinance # 1832 attached hereto as Exhibit D. The purpose of this Deed is to convey property to the Grantee so that the Grantee can build a special needs housing project consistent with applicable law and the terms of the attached Transfer and Development Agreement.

The subject property is being conveyed subject to a use restriction that the property may only be used for a community residence providing low income, supportive housing, for developmentally disabled persons. Such restriction may be enforced by the Grantor.

If the Grantee shall default with respect to the above-referenced use restriction or the terms of the Transfer and Development Agreement attached hereto, title and ownership of the property shall revert from the Grantee to the Grantor. However, the Grantee shall not be in default under the Agreement or the use restriction clause unless the Grantor shall provide prior written notice to the Grantee not less than thirty (30) days stating the claimed default and providing the Grantee with the opportunity to cure the claimed default. Should the Grantee undertake to cure the default and diligently thereafter pursue cure of such default and such default not be cured within the thirty (30) day notice period, the notice period shall be extended so long as the Grantee continues to diligently pursue the cure. Default may be claimed upon the events as articulated within the Transfer and Development Agreement attached hereto as Exhibit B.

The use restriction contained within this Deed and all restrictions and obligations of the Transfer and Development Agreement attached hereto shall run with the land and shall be assigned to and assumed by any and all successors to the Grantees' rights and ownership interest to the property. However, should title revert to the Grantor, such use restrictions and obligations pursuant to the attached Transfer and Development Agreement shall be extinguished.

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 acts" (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).

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

WITNESS:

TOWNSHIP OF WYCKOFF

By: *Joyce C. Santimauro*
JOYCE C. SANTIMAURO,
Township Clerk

BY: *Rudolf E. Boonstra*
RUDOLF E. BOONSTRA,
Mayor

STATE OF NEW JERSEY :
: SS:
COUNTY OF BERGEN :

I certify that on this 19 day of October 2017, RUDOLF E. BOONSTRA, personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed the attached document as Mayor of the TOWNSHIP OF WYCKOFF;
- (b) has the authority to sign this instrument on behalf of the TOWNSHIP OF WYCKOFF; and
- (c) signed and delivered this document as his act and deed on behalf of said municipal corporation for \$400,000.00 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).

Anna Claudia Coscia
NOTARY PUBLIC OF NEW JERSEY
Anna Claudia Coscia
Notary Public - New Jersey
My Comm Expires Oct 18, 2022

RECORD & RETURN TO:
Emery C. Duell, Esq.
BEATTIE PADOVANO, LLC
Attorneys at Law
50 Chestnut Ridge Road
P.O. Box 244
Montvale, NJ 07645

Schwanewede / Hals Engineering

9 Post Road
Suite M11
Oakland, New Jersey 07436
E-mail: staff@halsengineering.com

Professional Engineering and Land Surveying
(201) 337-0053
Fax (201) 337-0173

October 17, 2017

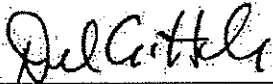
DESCRIPTION
BLOCK 238 – LOT 2
370 Clinton Avenue
TOWNSHIP OF WYCKOFF, BERGEN CO., N.J.

Beginning at the intersection of the southerly sideline of Clinton Ave. (50' wide) with the westerly sideline of Morse Ave. (50' wide) and running thence:

1. Along the westerly sideline of Morse Ave. (50' wide) S 20°-00'-00" W, 94.50' to a point, thence,
2. N 70°-00'-00" W, 125.00' to a point, thence,
3. N 20°-00'-00" E, 94.50' to a point on the southerly sideline of Clinton Ave. (50' wide), thence,
4. Along the southerly sideline of Clinton Ave. (50' wide) S 70°-00'-00" E, 125.00' to the westerly sideline of Morse Ave. (50' wide) being the point and place of beginning.

Containing: 11,812 S.F. (0.271 Ac.)

Prepared By:



David A. Hals, PE, LS, PP
NJPE & LS Lic. No. 29994

"EXHIBIT A"

SCANNED

JUN 09 2017
RE United Way Agreement
CC TC
L
JDM
Manc

370 Clinton Avenue, Wyckoff, New Jersey
Transfer and Development Agreement

This Agreement made this 5th day of June, 2017 by and between the Township of Wyckoff located at 340 Franklin Avenue, Wyckoff, NJ 07481-1907 ("Transferor") and BCUW/Madeline Housing Partners, LLC located at 6 Forest Avenue, Suite 210, Paramus, NJ 07652 ("Special Needs Housing Developer"); and

WHEREAS, the Transferor is the record owner of property commonly known as a vacant lot at 370 Clinton Avenue, Wyckoff, New Jersey also known as block 238, lot 2 on the tax assessment map of the Township of Wyckoff (the "Property"); and

WHEREAS, Transferor and the Special Needs Housing Developer seek to cause to be constructed and operated on the Property a Special Needs Housing Project which project will provide low income supportive housing units for six (6) individuals with developmental disabilities in a single two (2) story building development. The design for the site includes a building configuration for the developmentally disabled population that is based on service need (the "Project"); and

WHEREAS, the Special Needs Housing Developer applied for minor site plan variances to the Township of Wyckoff Planning Board and received approval with conditions on January 11, 2017; and

WHEREAS, the Special Needs Housing Developer shall develop the Property pursuant to the Planning Board Approval of January 11, 2017, which such Approval and memorializing Resolution is attached hereto and incorporated herein.

NOW THEREFORE WITNESSETH this Agreement that for and in consideration of the promises hereafter stated, the parties agree as follows:

1. The Transferor is to convey fee simple title to the Special Needs Housing Developer for the sum of Four Hundred Thousand and no/100 (\$400,000.00) Dollars and the restrictions, performance, and warranties hereinafter contained. The transfer is to occur promptly after a clear title report is received by the Special Needs Housing Developer.

2. The Special Needs Housing Developer will undertake the erection of the Project residences subject to, and comply with, licensing and regulations for such residences pursuant to N.J.S.A. 30:11B-1 as supervised by the New Jersey Department of Human Services. The resulting structure shall be licensed by and operated by an entity licensed by the New Jersey Department of Human Services pursuant to the conditions and regulations established in compliance with N.J.S.A. 30:11B-4 as amended from time to time.

3. Promptly upon receiving a fully signed copy of this Agreement, the Special Needs Housing Developer will apply for approvals for construction of the Project through the Transferor's municipal agencies and the agencies of the State of New Jersey. The Special Needs Housing Developer will diligently prepare, file and pursue building permits, and thereafter pursue the erection and completion of the Project. The Special Needs Housing Developer shall apply for all necessary permits within sixty (60) days from the date of this Agreement.

4. Once the transfer of title occurs and once building permits have been issued, the Special Needs Housing Developer agrees to make all efforts to complete the construction of the Project within twelve (12) months. The twelve (12) month period shall be subject to extension for delays beyond the Special Needs Housing Developer's control including, but not limited to, acts of god, adverse weather conditions, unavailability of materials from anticipated sources of supply, labor difficulties, and physical conditions discovered on the Property not anticipated by the Transferor or the Special Needs Housing Developer related to environmental conditions.

5. The Special Needs Housing Developer shall be permitted to place upon the Property title liens and encumbrances required by financing sources, HMFA, or the New Jersey Department of Human Services such as deed use restrictions for use for the Project and first priority financial liens. No such liens or encumbrances shall be permitted to finance or fund any project other than the Project proposed for the Property.

6. The Township agrees to immediately apply for an amendment to its Affordable Housing Trust Fund Spending Plan to the Court and/or Special Master to approve and permit the withdrawal and expenditure of Four Hundred Thousand and no/100 (\$400,000.00) Dollars to be paid to the Special Needs Housing Developer for use in paying the Township the purchase price for the subject land. The Township shall also make immediate application for an amendment to the Affordable Housing Trust Fund Spending Plan to the Court and/or Special Master to allow for the withdrawal and conveyance of Seventy Five Thousand and no/100 (\$75,000.00) Dollars to the Special Needs Housing Developer to be used only towards construction cost of the subject Property. This contract and the Township's obligations with respect hereto are directly contingent upon the approval of such applications for amendment to the Spending Plan by the Court and/or Special Master where applicable.

7. Prior to the Township providing the aforementioned funding to the Special Needs Housing Developer, the Special Needs Housing Developer shall provide the Township with a full-detailed construction cost estimate and proof of complete funding for the Project so that the Township is ensured that the Project will be completed.

8. The Special Needs Housing Developer represents and warrants to the Transferor that:

(a) The Special Needs Housing Developer is qualified to manage the construction of the Project and is experienced in obtaining New Jersey State funding for projects of the nature of the Project undertaken pursuant to this Agreement.

(b) Once the Project is completed and an unconditional certificate of occupancy is issued, the Special Needs Housing Developer will cause the Project to be operated by a person or entity that is properly and continuously licensed to operate such projects in compliance with the regulations of the New Jersey Department of Human Services.

(c) The Special Needs Housing Developer is a valid and existing entity created and domiciled in the State of New Jersey and is authorized to do business in the State of New Jersey including the construction of projects such as the Project contemplated by this Agreement.

9. The Property shall be conveyed subject to a use restriction that the Property may only be used for a community residence providing low income, supportive housing, for developmentally disabled persons which restriction on use may be enforced by the Transferor (the "Use Restriction"). Such use restriction and enforcement power of the Transferor shall be memorialized in a deed restriction so the use restriction may be enforced in perpetuity. The deed transferring title to the Special Needs Housing Developer shall also contain a right of reverter of title to the Transferor upon a default under this Agreement as defined below. To facilitate construction financing, Transferor agrees to subordinate the reverter to construction financing liens related solely to the Project, the Use Restriction remaining in place.

10. The Use Restriction and reverter shall not be in default under this Agreement unless the Transferor shall provide prior written notice to the Special Needs Housing Developer of not less than thirty (30) days stating the claimed default and providing the Special Needs

Housing Developer with the opportunity to cure the claimed default. Should the Special Needs Housing Developer undertake to cure the default and diligently thereafter pursue cure of the default and such default not be cured within the thirty (30) day notice period, the notice period shall be extended so long as the Special Needs Housing Developer continues to diligently pursue the cure. Defaults may be claimed upon the events including but not limited to the following:

(a) The Special Needs Housing Developer or its permitted successor ceases to exist as a legal entity under the laws of the State of New Jersey as the result of any bankruptcy or similar insolvency proceeding, voluntary dissolution or forfeiture of charter;

(b) The Special Needs Housing Developer or its permitted successor fails to obtain an unconditional certificate of occupancy for the community residence for permanent low income supportive housing for developmentally disabled persons that complies with building codes of the Transferor, the State of New Jersey or regulations satisfying requirements of N.J.S.A. 30:11B-1, et seq. for community residences for the developmentally disabled within the twelve (12) months after issuance of building permits, as extended through diligent efforts to complete construction;

(c) The Special Needs Housing Developer or its permitted successor fails to continuously provide a person or entity licensed by the New Jersey Department of Human Services or its successors to operate the developmentally disabled community residential facility for permanent supportive housing pursuant to the regulations of N.J.S.A. 30:11B-4 as amended;

(d) The Project, once licensed, ceases to be licensed by the New Jersey Department of Human Services or its successor;

(e) The Special Needs Housing Developer or its permitted successor ceases to be controlled by one or more entities recognized as charitable pursuant to Internal Revenue Code

Section 501(c)(3) during construction, and, after the unconditional certificate of occupancy is issued;

(f) The Special Needs Housing Developer attempts to transfer the ownership of the Property, the Project or its obligations under this Agreement without the prior written consent of the Transferor;

(g) The Property ceases to be occupied by low income persons in need of permanent supportive housing for the developmentally disabled within the intentions of N.J.S.A. 30:11B-1, et seq. as currently interpreted and amended in the future, but within the purposes of the currently adopted statutes and regulations; or

(h) The Special Needs Housing Developer fails to complete the Project pursuant to the terms of this Agreement.

11. In the event the reverter is implemented, the Special Needs Housing Developer and/or its permitted successors and assigns shall have the obligation to and shall immediately return to the Township the Seventy Five Thousand and no/100 (\$75,000.00) Dollars paid to the Special Needs Housing Developer towards construction costs, to the extent not expended on the physical structural improvements of the subject property.

12. The Special Needs Housing Developer and its successors in interest, shall perform the complete administration of the affordable housing function of the development, including but not limited to selection of qualified persons, verification of income eligibility, the recording of applicable deed restrictions, reporting required information to the Township of Wyckoff on an annual basis to allow the Township to report such necessary information to COAH, the court or other administrative agency, to ensure the housing units qualify and continue to qualify for affordable housing credits towards the Township of Wyckoff's fair share obligation.

13. To the extent permitted by state or federal laws, the Special Needs Housing Developer or the licensed operator of the Project shall encourage occupancy of the Project by persons who have resided in the Township of Wyckoff for not less than six (6) months prior to applying for residence.

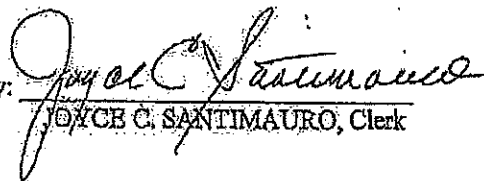
14. The Special Needs Housing Developer and the Transferor agree to execute and enter into an Agreement for Payment in Lieu of Taxes, with terms reasonably acceptable to both parties.

15. All notices with regard to this Agreement shall be in writing and delivered to the other party at the addresses stated above or to permitted successors at addresses to be designated with a copy to the party's then counsel in the following manner:

- (a) by certified mail, return receipt requested, effective one day after mailing;
- (b) by nationally recognized overnight delivery service, effective one day after delivery to the overnight service;
- (c) by facsimile initiated between 9 A.M. and 4:30 P.M. on any business day that is not a New Jersey banking holiday followed by certified mail, return receipt requested, of a copy of the notice, effective upon initiating of the facsimile;
- (d) by any other future form of electronic communication where proof of initiating the transmission can be documented in writing provided written notice by certified mail, return receipt requested is obtained which electronic notice shall be effective upon initiation; or
- (e) by personal delivery to the principal office of the party and to the person designated by that party in writing from time to time, effective upon personal delivery.

16. This Agreement contains all of the terms and conditions of the understanding of the parties. This Agreement may only be changed by written amendment executed by both parties.

17. Transferor represents that this Agreement has been reviewed on behalf of the Transferor and the execution of this Agreement has been authorized by appropriate ordinance introduced and duly adopted resolution by the governing body of the Transferor. The execution of this Agreement by the Managers of the Special Needs Housing Developer is duly authorized by executed resolution of the Members in accordance with its Operating Agreement.

By: 
JOYCE C. SANTIMAURO, Clerk

TOWNSHIP OF WYCKOFF

By: 
RUDOLF E. BOONSTRA, Mayor

BCUW/MADELINE HOUSING
PARTNERS, LLC

By: 
THOMAS TORONTO, Manager

By: 
SPARI DEPALMA, Manager

TOWNSHIP OF WYCKOFF
COUNTY OF BERGEN
STATE OF NEW JERSEY
RESOLUTION #17-172

INTRODUCED: *Carolan* SECONDED: *Scanlan*

MEETING DATE: June 5, 2017

REFERENCE: Authorize execution of an agreement between the Township of Wyckoff & Bergen County United Way Madeline Housing Partners, LLC, to build special needs housing in Wyckoff

VOTE: CAROLAN ✓ MADIGAN ✓ SCANLAN ✓ SHANLEY ✓ BOONSTRA ✓

WHEREAS, a need exists for special needs housing in the Township of Wyckoff; and,

WHEREAS, the Township Committee desires to facilitate such housing; and,

WHEREAS, an agreement dated 6/5/17 has been drafted by the Township Attorney to build special needs housing at 370 Clinton Avenue.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey that the Mayor and Municipal Clerk are authorized to sign said agreement.

CERTIFICATION

I, JOYCE C. SANTIMAURO, MUNICIPAL CLERK OF THE TOWNSHIP OF WYCKOFF, CERTIFY THE ABOVE TO BE A TRUE AND EXACT COPY OF A RESOLUTION ADOPTED BY THE TOWNSHIP COMMITTEE ON JUNE 5, 2017.

Joyce C. Santimauro
JOYCE C. SANTIMAURO
MUNICIPAL CLERK

**TOWNSHIP OF WYCKOFF
ORDINANCE #1832**

AN ORDINANCE TO REPLACE ORDINANCE #1791 "AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT TO DEED BLOCK 238 LOT 2, ALSO KNOWN AS 370 CLINTON AVENUE WITHIN THE TOWNSHIP OF WYCKOFF TO BCUW/MADELINE HOUSING PARTNERS, LLC" AND TO REPLACE IT WITH THIS ORDINANCE #1832

BE IT ORDAINED, by the Township Committee of the Township of Wyckoff, County of Bergen, State of New Jersey that ordinance #1791 is deleted in its entirety and replaced with:

WHEREAS, the Township of Wyckoff is currently the fee simple owner of a vacant lot at 370 Clinton Ave also known as Block 238 Lot 2 on the tax assessment map of the Township of Wyckoff; and

WHEREAS, the Township Committee of the Township of Wyckoff has determined that there is a need for affordable housing for adults with disabilities within the Township; and

WHEREAS, the Township Committee after consulting with its professional planner, believes that the vacant lot identified above would serve as an ideal location for such affordable housing for adults with disabilities as a result of its residential setting but close proximity to Wyckoff central commercial district; and

WHEREAS, the Township Committee has determined that Block 238, Lot 2 is not needed for municipal purposes and may be conveyed to BCUW/Madeline Housing Partners, LLC, pursuant to NJSA 40A:12-21 for consideration in the amount of Four Hundred Thousand Dollars (\$400,000); and

WHEREAS, the Township shall contribute Four Hundred Thousand Dollars (\$400,000) from its Municipal Affordable Housing Trust Fund to the BCUW/Madeline Housing Partners, LLC, for the purchase and of said property subject to deed controls and the use of the property for supportive housing for individuals with developmental disabilities; and,

WHEREAS, the Township of Wyckoff shall contribute from its Municipal Affordable Housing Trust Fund a one-time non-refundable \$75,000 toward the construction of the facility to BCUW/Madeline Housing Partnership, LLC; and,

WHEREAS, the Township Committee has determined that it is in the best interests of the Township if the property is conveyed to the BCUW/Madeline Housing Partners, LLC, to construct and manage such affordable housing for adults with disabilities; and

WHEREAS, upon completion, the Project shall be licensed by and operated by an entity licensed by the New Jersey Department of Human Services pursuant to the conditions and regulations established in compliance with N.J.S.A. 30:11B-4, as amended from time to time; and,

WHEREAS, completion of the Project will satisfy a portion of the Township's obligation to provide affordable housing; and

"EXHIBIT D"

WHEREAS, BCUW/Madeline Housing Partners, LLC, a not-for-profit partnership between Bergen County's United Way and Madeline Corporation, was created to develop community residences such as the Project and has successfully completed similar projects in other municipalities; and

WHEREAS, BCUW/Madeline Housing Partners, LLC is willing to accept title to the Property subject to a condition whereby ownership of the property would revert back to the Township upon failure to complete the project and/or failure to operate the Project in compliance with the licensing and regulations pursuant to N.J.S.A.30:11B-1, et seq, and/or failure to abide by the other conditions imposed by the Township pursuant to the proposed agreement; and

WHEREAS, the Township Committee of the Township of Wyckoff desires to adopt this Ordinance in order to authorize all necessary Township Officials to take such steps as may be necessary to effectuate in the intent of this Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Wyckoff, in the County of Bergen, State of New Jersey, as follows:

SECTION 1. The Mayor and Township Clerk are authorized and directed to execute on behalf of the Township of Wyckoff the final version of a certain written agreement entitled "370 Clinton Ave, Wyckoff New Jersey Transfer and Development Agreement" (the "Transfer Agreement") which will authorize a \$400,000 contribution from its' Municipal Affordable Housing Trust Fund to BCUW/Madeline Housing Partners, LLC, to be utilized for the purchase of the property from the Township, and a one-time non-refundable payment of \$75,000 for the construction towards the facility, as well as a contract for sale of such property to BCUW/Madeline Housing Partners, LLC for consideration in the amount of Four Hundred Thousand Dollars (\$400,000), after such documents are first duly executed by BCUW/Madeline Housing Partners, LLC.

SECTION 2. The Township Administrator, Township Attorney, and all other appropriate Township of Wyckoff officials, employees, professionals and agents are hereby authorized and directed to prepare such additional documents and to take any and all steps necessary to effectuate the purposes of this Ordinance.

SECTION 3. All other ordinances of the Township of Wyckoff that are inconsistent with the provisions of this Ordinance are hereby repealed as to the extent of such inconsistency.

SECTION 4. If any subsection, clause or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by any Court of competent jurisdiction, such decision shall not affect the remaining portion of this Ordinance.

SECTION 5. This Ordinance shall take effect following final passage and publication in accordance with law.



State of New Jersey
SELLER'S RESIDENCY CERTIFICATION/EXEMPTION

GIT/REP-3
 (9-2015)

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

The Township of Wyckoff

Current Street Address

340 Franklin Avenue

City, Town, Post Office Box

Wyckoff

State

NJ

Zip Code

07481

PROPERTY INFORMATION

Block(s)

238

Lot(s)

2

Qualifier

Street Address

370 Clinton Avenue

City, Town, Post Office Box

Wyckoff

State

NJ

Zip Code

07481

Seller's Percentage of Ownership

100%

Total Consideration

\$400,000.00

Owner's Share of Consideration

\$400,000.00

Closing Date

10/19/17

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.
 Seller did not receive non-like kind property.
8. 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.
9. 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.
10. The deed is dated prior to August 1, 2004, and was not previously recorded.
11. 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.
12. 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.
13. The property transferred is a cemetery plot.
14. 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.

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.

10/19/17

Date

Randy Brown

Signature

(Seller) Please Indicate if Power of Attorney or Attorney In Fact

Date

Signature

(Seller) Please Indicate if Power of Attorney or Attorney In Fact

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER
(Chapter 49, P.L. 1968, 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

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

COUNTY BERGEN SS. County Municipal Code 0270
MUNICIPALITY OF PROPERTY LOCATION WYCKOFF

*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, Rudolf E. Boonstra being duly sworn according to law upon his/her oath, (Name)
deposes and says that he/she is the Mayor of Twp. of Wyckoff, Grantor in a deed dated October 19, 2017 transferring (Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)
real property identified as Block number 238 Lot number 2 located at 370 Clinton Avenue, Wyckoff and annexed thereto. (Street Address, Town)

(2) CONSIDERATION \$ 400,000.00 (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. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

8(b) - Grantor is a municipal corporation of the State of New Jersey

(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. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me this 19 day of October, 2017

Rudolf E. Boonstra
Signature of Deponent

The Township of Wyckoff
Grantor Name

c/o The Township of Wyckoff
340 Franklin Avenue
Wyckoff, NJ 07481

340 Franklin Avenue
Wyckoff, NJ 07481

Deponent Address


Grantor Address at Time of Sale

XXX-XXX- 425

Landel, Bernstein & Kaiosleh, LLP

Last three digits in Grantor's Social Security Number

Name/Company of Settlement Officer


ROBERT E. LANDEL
AN ATTORNEY AT LAW
OF THE STATE OF NEW JERSEY

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 08695-0251

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed 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/ipt/localtax.htm