

**AN ORDINANCE OF THE TOWNSHIP OF NORTH BRUNSWICK IN THE COUNTY OF  
MIDDLESEX, NEW JERSEY, TO ACQUIRE, BY NEGOTIATED AGREEMENT,  
REAL PROPERTY KNOWN AND DESIGNATED AS TAX BLOCK 224.02, LOT 25.01  
ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF NORTH BRUNSWICK,  
MIDDLESEX COUNTY, NEW JERSEY  
LOCATED ON OLD GEORGES ROAD FOR GOVERNMENTAL PURPOSES**

**WHEREAS**, in June of 2010, pursuant to municipal Ordinance 10-13, the Township acquired property known and designated as Tax Block 224, Lots 19 and 20 (formerly known as “Nob Valley”) located on Old Georges Road for the future purposes of open space and/or other governmental use pursuant to a negotiated agreement for a consideration of \$250,000.00; and

**WHEREAS**, in April of 2020, pursuant to municipal Ordinance 20-11, the Township acquired property known and designated as Tax Block 224, Lots 21 (known as “486 Old Georges Road”) located on Old Georges Road for the future purposes of open space and/or other governmental use pursuant to a negotiated agreement for a consideration of \$360,000.00; and

**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 224.02, Lot 25.01 on the Official Tax Map of the Township of North Brunswick located on Old Georges Road for the purpose of open space and/or other governmental use pursuant to a negotiated agreement for a consideration of \$600,000.00; and

**WHEREAS**, said property will provide additional accessibility from Old Georges Road to existing Block 224, Lots 19, 20 and 21; and

**WHEREAS**, the Township has previously adopted Ordinance 00-27 for the expenditure of public funds for the acquisition of real property and Ordinance 20-17 for park development; and

**WHEREAS**, the Chief Financial Officer for the Township has determined that there are sufficient funds toward the acquisition of said property; and

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

1. The voluntary acquisition by negotiated agreement of the Property known as Block 224.02, Lot 25.01 (the "Property") for the purpose of open space and/or other governmental use in the Township of North Brunswick for a consideration of \$600,000.00 be and is hereby authorized using Capital Ordinances 00-27 and 20-17,
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 sale or other documents necessary to acquire the Property; and

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

Approved       Yes       No  
 Rejected       Yes       No

\_\_\_\_\_  
 Francis "Mac" Womack III, Mayor  
 Township of North Brunswick

Reconsidered by Council \_\_\_\_\_

Override Vote    Yes       No

\_\_\_\_\_  
 Council President

\_\_\_\_\_  
 Clerk, Township of North Brunswick

**ROLL CALL**

First Reading \_\_\_\_\_

| COUNCIL MEMBER | YES | NO | ABSTAIN | NOTES |
|----------------|-----|----|---------|-------|
| MEHTA          |     |    |         |       |
| LOPEZ          |     |    |         |       |
| GUADAGNINO     |     |    |         |       |
| ANDREWS        |     |    |         |       |
| DAVIS          |     |    |         |       |
| SOCIO          |     |    |         |       |
| MAYOR WOMACK   |     |    |         |       |

Second Reading \_\_\_\_\_

| <b>COUNCIL MEMBER</b> | <b>YES</b> | <b>NO</b> | <b>ABSTAIN</b> | <b>NOTES</b> |
|-----------------------|------------|-----------|----------------|--------------|
| MEHTA                 |            |           |                |              |
| LOPEZ                 |            |           |                |              |
| GUADAGNINO            |            |           |                |              |
| ANDREWS               |            |           |                |              |
| DAVIS                 |            |           |                |              |
| SOCIO                 |            |           |                |              |
| MAYOR WOMACK          |            |           |                |              |

CONTRACT FOR SALE OF REAL ESTATE

**WHEREAS**, Dorothy McNally (hereinafter referred to as the “Seller”) is the owner of Lot 25.01 in Block 224.02, Township of North Brunswick, County of Middlesex, State of New Jersey (hereinafter referred to as the “Property”); and

**WHEREAS**, the Township of North Brunswick (hereinafter referred to as the “Township or Purchaser”) had approached the Seller to acquire the Property to increase open space within the Township; and

**WHEREAS**, pursuant to N.J.S.A. 40:48-2, a municipality may adopt an ordinance for the preservation of public health, safety and welfare and, pursuant to N.J.S.A. 40A:12-5, a municipality may acquire any real property for a public purpose through negotiated agreement; and

**WHEREAS**, pursuant to Ordinance #21-\_\_\_ adopted on December 6, 2021, the Township of North Brunswick approved the acquisition of the Property for the preservation of open space and may enter into a contract with Dorothy McNally, Seller, for the purpose of acquiring the said Property.

**NOW, THEREFORE**, this Contract for Sale is made on January\_\_\_\_, 2022 between the

TOWNSHIP OF NORTH BRUNSWICK,

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

**And**

**DOROTHY MCNALLY**

Having a mailing address of 478 Old Georges Road, North Brunswick, New Jersey 08902

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

1. **PURCHASE.** The Seller's agrees to sell the Property described in this Contract to the Township.
2. **PROPERTY.** The Property to be sold consists of (a) property improvements and land; (b) any fixtures permanently attached to the land; and (c) all of the Seller's respective rights and interests in and relating to such lands. The real Property to be sold is commonly known as: (1) Block 224.02, Lot 25.01, Township of North Brunswick, Middlesex County, New Jersey and is commonly known as 478 Old Georges Road, North Brunswick, NJ 08902. The Property is more fully described on the metes and bounds description attached hereto and made a part hereof as Exhibit "A".
3. **PURCHASE PRICE.** The Seller agrees to sell Property described in this Contract to Township for the amount of **SIX HUNDRED AND SIXTY THOUSAND DOLLARS** and 00/100 (**\$600,000.00**).
4. **TIME AND PLACE OF CLOSING.** The closing shall take place on or before ninety (90) days from the effective date of this Contract. The closing will be held at Town Hall, Township of North Brunswick, 710 Hermann Road, North Brunswick, New Jersey or by U.S. Mail or at such other place as the Seller and Purchaser may agree.
5. **USE OF MUNICIPAL PROPERTY.** The Seller has compensated the municipality for the exclusive use of an undeveloped municipal right-of-way commonly known as Block 224.02, Lot 25.07. As part of this transaction, the Seller agrees waive any respective rights and interests and continuance of use relating to such lands.
6. **SELLER'S RIGHT AND ABILITY TO PAY CLAIMS AT CLOSING.** Seller shall have the right to pay off any person with a claim or right affecting the Property from the proceeds of this sale at the closing. Seller represents and warrants that the amount required to pay or cancel any such claims or rights does not now, and will not on the date of closing, exceed the amount of the purchase price or that Seller has sufficient additional monies to pay those amounts. Seller further represents and warrants that (he/she/they) is/are not the subject of a bankruptcy petition and that the property is not the subject of a foreclosure action and that, if either of the conditions change, Seller will immediately notify Township and Township shall have the option to cancel this Contract.
7. **TRANSFER OF OWNERSHIP.** At the closing, the Seller shall transfer ownership of the Property to the Township. The Seller shall provide to the Township (or to Township's legal representative) a properly executed Bargain and Sale Deed with Covenants as to Grantor's Acts and an Affidavit of Title plus any additional closing documents as may be deemed necessary by the Township's title company. Township agrees to accept ownership pf the Property free of all claims and rights of others except for:
  - (a) the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the Property next to the street or running to any house or other improvement on the Property;

- (b) recorded agreements which limit the use of the Property, unless the agreements: (1) are presently violated; (2) provide that the Property would be forfeited if they were violated, or (3) unreasonably limit the normal use of the Property; and
- (c) all items included in Schedule A was part of the description of the Property (if attached).

In addition to the above, the ownership of the Property must be insurable at regular rates by any title insurance company authorized to do business in New Jersey subject only to the above exceptions.

- 8. OWNERSHIP.** Township agrees to accept ownership of the Property subject to any and all easements, agreements, and restrictions of record and such state of facts as an accurate survey would reveal, provided such restrictions do not interfere with Township's intended use of the Property as open space. Title shall also be subject to the rights of utility companies to maintain pipes, poles, cable and wires over, on and under the Property and any abutting street running to any house or other improvement(s), whether recorded or not.
- 9. PHYSICAL CONDITION OF THE PROPERTY.** As described in further detail in Paragraph 20 hereinbelow, the Township will be provided with the opportunity to inspect the Property at its sole cost and expense and to conduct such other due diligence to the extent it is deemed necessary and appropriate to determine the following: the environmental conditions of the Property and compliance of the Property with environmental laws; compliance with zoning and other municipal requirements; and issues that could be determined by a title search and survey of the Property and/or in order to prepare a survey of the Property.

The Seller represents and warrants that 1) he/she/they is/are familiar with the Property; and (2) this Contract is entered into with the Township relying upon Seller's knowledge as to the value, character, quality and conditions of the Property.

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

- 10. ENVIRONMENTAL REPRESENTATIONS AND INDEMNITY.** To the best of Seller's knowledge, Seller hereby represents and warrants the following:
  - (a) During Seller's ownership of the Property, and to the best of its knowledge regarding any previous ownership of the Property, there has been no contamination discharge, spillage, controlled loss, seepage or filtration (an "Environmental Event") of any pollutants,

contaminants, oil, petroleum, petroleum products, chemical liquids or solids, liquid or gaseous products or any hazardous waste or hazardous substance. ("Environmental Substance") as those terms are used in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, New Jersey Underground Storage Tank Act, ISRA, the New Jersey Spill Compensation and Control Act, the Superfund Amendment and Reauthorization Act, the Resource Conservations and Recovery Act, the Federal Water Pollution Control Act, the Clean Water Act, the Clean Air Act, the New Jersey Solid Waste Management Act, the New Jersey Freshwater Wetlands Protection Act, the New Jersey Coastal Wetlands Protection Act, the New Jersey Coastal Areas Facilities Review Act, or in any other Federal, State or Local Law governing hazardous substances, as such laws may be amended from time to time (collectively, the "Environmental Laws") at, upon, under or within the Property, or to the best of Seller's knowledge, any contiguous real estate.

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

**11. ASSESSMENTS FOR MUNICIPAL IMPROVEMENTS.** Certain municipal improvements such as sidewalks and sewers may result in the municipality charging the Property owner to pay for the improvement. All unpaid charges (assessments) against the Property for work completed before the date of this Contract will be paid by Seller at or before the closing. Seller shall not be liable for any work done or ordered done after the date of the Contract by any municipality, agency or other public authority, and the Township agrees to take title subject to any lien that may be as a result thereof. If the improvement is not completed before the closing, then only the Township will be responsible. If the

improvement is completed, but the amount of the charge (assessment) is not determined, Seller will pay an estimated amount and post an escrow at the closing. When the amount of the charge is finally determined, Seller will pay any deficiency to the Township (if the estimate proves to have been too low), the Township will return any excess to Seller (if the estimate proves to have been too high).

- 12. ADJUSTMENTS AT CLOSING.** The parties agree to adjust the following expenses as of the closing date: association fees, municipal water charges, sewer charges, taxes, interest on any mortgage to be assumed and insurance premiums. If the Property is heated by fuel oil, Township will buy the fuel oil in the tank at the closing date. The price will be the current price at that time as calculated by the supplier. Either party may require that any person with a claim or right affecting the Property be paid off from the proceeds of this sale.
- 13. POSSESSION.** The Township shall not be entitled to possession of the Property before closing. At the closing the Township will be given possession of the Property by delivery of the Bargain and Sale Deed with Covenants as to Grantor's Acts from the Seller. No Tenant will have any right to the Property unless otherwise agreed in this Contract.
- 14. CONDEMNATION.** If all or part of the Property is taken or if there is received notice of condemnation between the date of this Contract and the date of closing by the exercise of the power of eminent domain by any local, state or federal body, then the party that has received such notice shall notify the other (or the other party's legal representative) in writing ("Condemnation Notification") and either party may terminate this Contract and Seller shall refund any deposit to the Township within fifteen (15) days of either party's Condemnation Notification. If the parties do not terminate the Contract in such fifteen (15) day period, then the parties shall each have fifteen (15) days thereafter to (1) terminate the Contract by written notice to each other and receive a refund of any deposit or (2) proceed to closing at the agreed upon purchase price, but with an entitlement to the condemnation proceeds.
- 15. DEFAULT BY SELLER.** In the event that Seller does not close in accordance with the terms hereof or is in default under any of the terms and conditions of this Contract, any payments made on account thereof by the Township shall be refunded or the Township, at Township's sole option, shall have the right to pursue any and all legal and equitable rights and remedies pursuant to applicable law.
- 16. DEFAULT BY TOWNSHIP.** In the event that Township does not close in accordance with the terms hereof or is in default under any of the terms and conditions of this Contract, the Seller shall have the right to pursue any and all legal and equitable rights and remedies pursuant to applicable law.
- 17. RECORDING.** Neither of the Parties may record this Contract or any memorandum of the Contract in any recording office. Any recording or attempt at recording will be deemed a breach of this Contract.



- 18. ASSIGNMENT.** Neither of the Parties shall assign this Contract.
- 19. BROKER CLAUSE.** The commission, in accord with the previously executed listing agreement, shall be due and payable at the Closing and payment by Buyer of the purchase consideration for the Property. Seller hereby authorizes and instructs whomever is the disbursing agent to pay the full commission to RE/MAX Country out of the proceeds of sale prior to the payment of any such funds to Seller. Buyer consents to the disbursing agent making said disbursements. The commission of 3% shall be paid upon the purchase price of \$600,000, and shall include any amounts allocated to, among other things, furniture and fixtures.
- 20. INSPECTION AND DUE DILIGENCE.** Township, its agents, contractors, engineers, surveyors, attorneys, employees and invitees shall have the right for a period of forty-five (45) days from execution of this Agreement (the “Due Diligence Period”), at any time, to enter the Property to make studies, tests, analyses, or other determinations desired by Township including but not limited to soil borings, drainage studies, surveying, soil testing and the like. Township shall have no right to perform any physically invasive inspections of the improvements on the Property or any other tests that may damage the same, without Seller’s prior written consent, which may not be unreasonably withheld nor delayed. Township agrees to indemnify and hold Seller harmless for any direct damage to personal or real property resulting from the exercise of those rights granted by this Paragraph to Township. Township shall reasonably restore the Property if it is changed as a result of the exercise of any of the rights granted herein. Township shall deliver copies of the Seller of the studies and reports it receives in connection with the exercise of its rights pursuant to this Paragraph 20.
- 21. BUILDING AND ZONING LAWS.** The Township intends to use the Property for Recreation/Open Space purposes. The Seller represents and warrants that to the best of his/her/their knowledge this does not violate any applicable zoning law. The Township will obtain and pay for all inspections required by law. This includes any municipal “certificate of occupancy”.
- 22. PROPERTY LINES.** Both parties state that all buildings, driveways, and other improvements on the Property are within the said boundary lines. Additionally, no improvements on adjoining properties extend across the boundary lines of the Property.
- 23. FLOOD AREA.** The federal and state governments have designated certain areas as “flood areas”. This means they are more likely to have floods than other areas. Township shall have fifteen (15) days to determine whether the Property is in a “flood area” and advise whether they intend to proceed with the acquisition of the Property.
- 24. CORRECTING DEFECTS.** If the Property does not comply with paragraphs 9, 10 and 20 of this Contract, the Seller will be notified and given thirty (30) days to make the Property comply. If the Property still does not comply after that date, the Township may cancel this Contract.

**25. RISK OF LOSS.** Seller is responsible for any damage to the Property, except for normal wear and tear, until closing. If there is damage, each of the parties can proceed with the closing and either:

- (a) Require that the Seller repair the damage before closing; or
- (b) Deduct from the Purchase Price a fair and reasonable estimate of the cost to repair the Property.

In addition, either of the parties may cancel this contract if the cost of repair is more than ten percent (10%) of the Purchase Price.

**26. CANCELLATION OF CONTRACT.** If the Contract is canceled in accordance with Paragraphs 9, 14, 15 and 24 of this Contract, the Purchaser may recoup any deposit and the parties will be free of liability to each other.

**27. COSTS OF LITIGATION.** In the event of litigation between Township and Seller arising out of this Contract, the party which prevails in such litigation shall be entitled to recover from the other party the cost of such litigation, including court costs and reasonable attorneys' fees.

**28. COMPLETE AGREEMENT.** This Contract is the entire and only agreement between both Parties. This Contract replaces and cancels any previous agreements between the Parties. This Contract can only be changed by an agreement in writing signed by both Parties.

**29. PARTIES LIABLE.** This Contract is binding upon the Parties, their successors and assigns.

**30. BINDING EFFECT.** This Contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Each party agrees to furnish to the other, upon demand, a corporate resolution or other appropriate and customary documentation evidencing the due authorization of such party to enter into this Contract and consummate the transactions contemplated hereunder.

**31. NOTICES.** All notices under this Contract must be in writing. The notices must be delivered personally, sent via recognized overnight courier, or sent by certified mail, return receipt requested, or by facsimile, to the Parties (or the Parties' legal representative(s)) at the address included in the Contract as follows.

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

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

With a copy to:

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

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

Dorothy McNally  
478 Old Georges Road  
North Brunswick, NJ 98902

### **32. ADDITIONAL TERMS.**

**(a) Purchase Price:** The purchase price shall be Three Hundred Sixty Thousand Dollars (\$600,000.00), to be paid in accordance with this subparagraph below:

The purchase price shall be paid by check at the time of closing, after deducting from the purchase price any outstanding water/sewer utility account balance, any outstanding obligations assigned to the property against the Seller in the form of a third party or judgment lien, and \$5,000.00 which shall be held in escrow, to be released in full upon the Seller vacating the property by February 1, 2022. Any amounts owed to the Township from the Seller, post the sale date, shall be deducted from the funds held in escrow.

**(b) Taxes:** Any taxes and municipal interest accrued on the property that was billed for the 4<sup>th</sup> Quarter 2021 period through the closing date shall be presented to the Governing Body for waiver. Should the sale date be deferred the Township shall not be responsible for any third-party lien interest associated fees. After the Township takes title to the property, the land and building shall become tax exempt.

**(c) Use and Occupancy of Municipal Right-of-Way:** The Seller was permitted the right to use and occupy municipal property known as Block 224.02, Lot 25.07. As such, the "continuance of use" shall be terminated upon execution of this contract.

**(d) Possession of the Property:** The Seller has agreed to vacate the property by February 1, 2021.

**(e) Improvements and Fixtures Included:** The Township's offer to purchase this property includes all improvements, buildings and fixtures presently in working condition on the property including but not limited to electrical, gas, heating, air conditioning, plumbing equipment, hot water heater, windows and doors, kitchen cabinets and

countertops, bathroom doors. The fair market value for any of these items taken or not left in working order shall be replaced by the Township and deducted from the funds held in escrow. The Township shall conduct a walk-through with the Seller present prior to the closing to establish the condition of the property. The Seller shall contact the Township prior to vacating the property to conduct a final assessment. Both parties shall be present for each walk-through.

- (f) **Improvements Not Included:** The Seller is permitted to remove at their discretion; personal items, washer/dryer, stove/wall oven, refrigerator and lawn decorations. Any of these items, in addition to personal items left on the property after February 1, 2022, shall be considered vacated and discarded by the Township within thirty days. The Seller by this action shall have waived any claim to retrieve or seek compensation for items left on the property.
- (g) **Clear Title:** A clear and marketable title must be demonstrated prior to the Township acquiring the property. Failure to do so will void the contract for sale in its entirety.
- (h) **Risk of Loss:** The risk of loss by destruction or damage to the property by fire or otherwise prior to the closing of the sale is the obligation of Seller. If all or a substantial portion of the improvements on the property are destroyed or damaged prior to the closing and transfer of title this agreement shall be voidable at Township’s option. After the transfer of title when the Seller is permitted the right to use and occupy the property, the Seller shall be responsible to maintaining the property in the same condition as the date of sale. It is incumbent upon the Seller to have adequate insurance to cover any damage that exceeds the funds in escrow.

SIGNED AND AGREED TO BY:

WITNESSED:

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

\_\_\_\_\_  
Lisa Russo, Township Clerk

By: \_\_\_\_\_  
Mayor Francis Womack, III

\_\_\_\_\_, 2021

\_\_\_\_\_

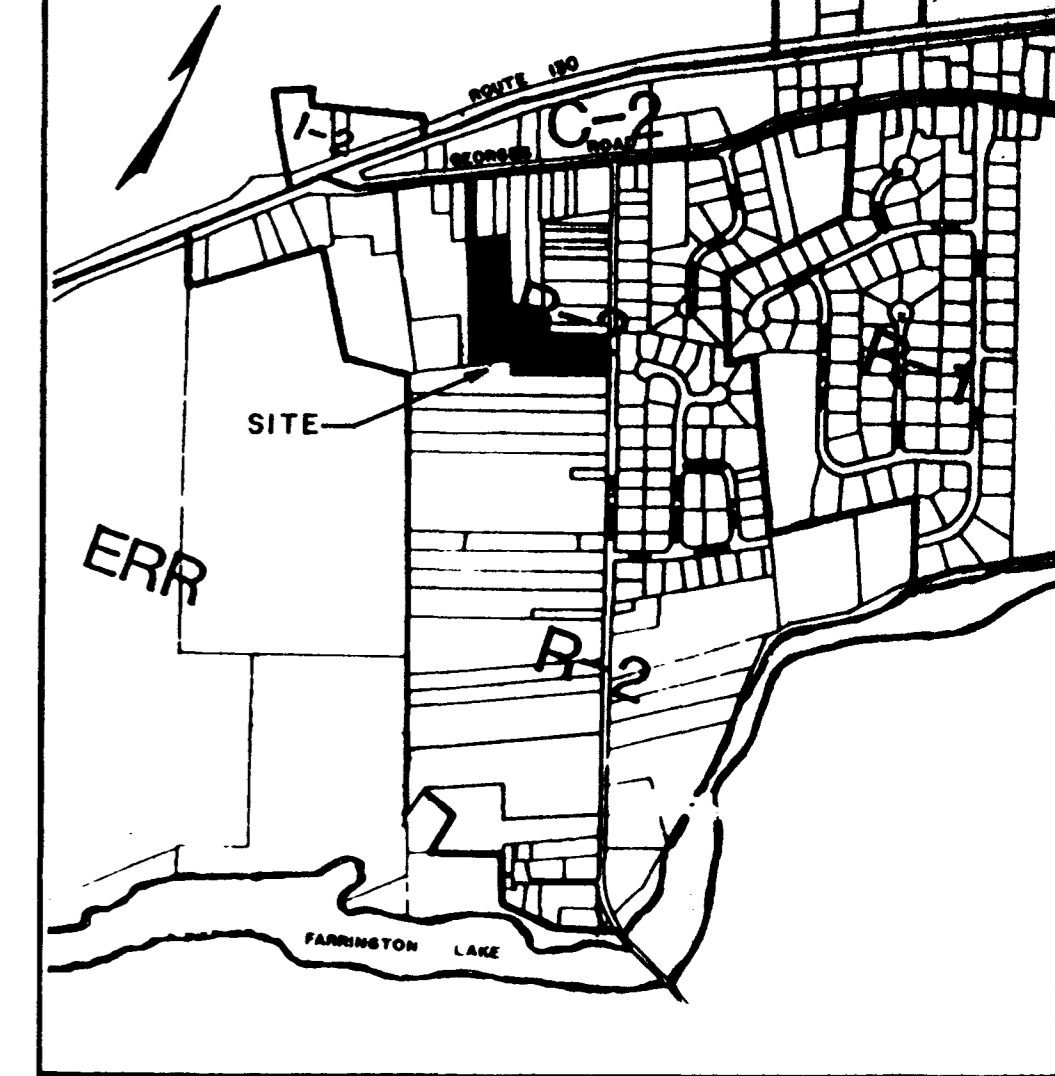
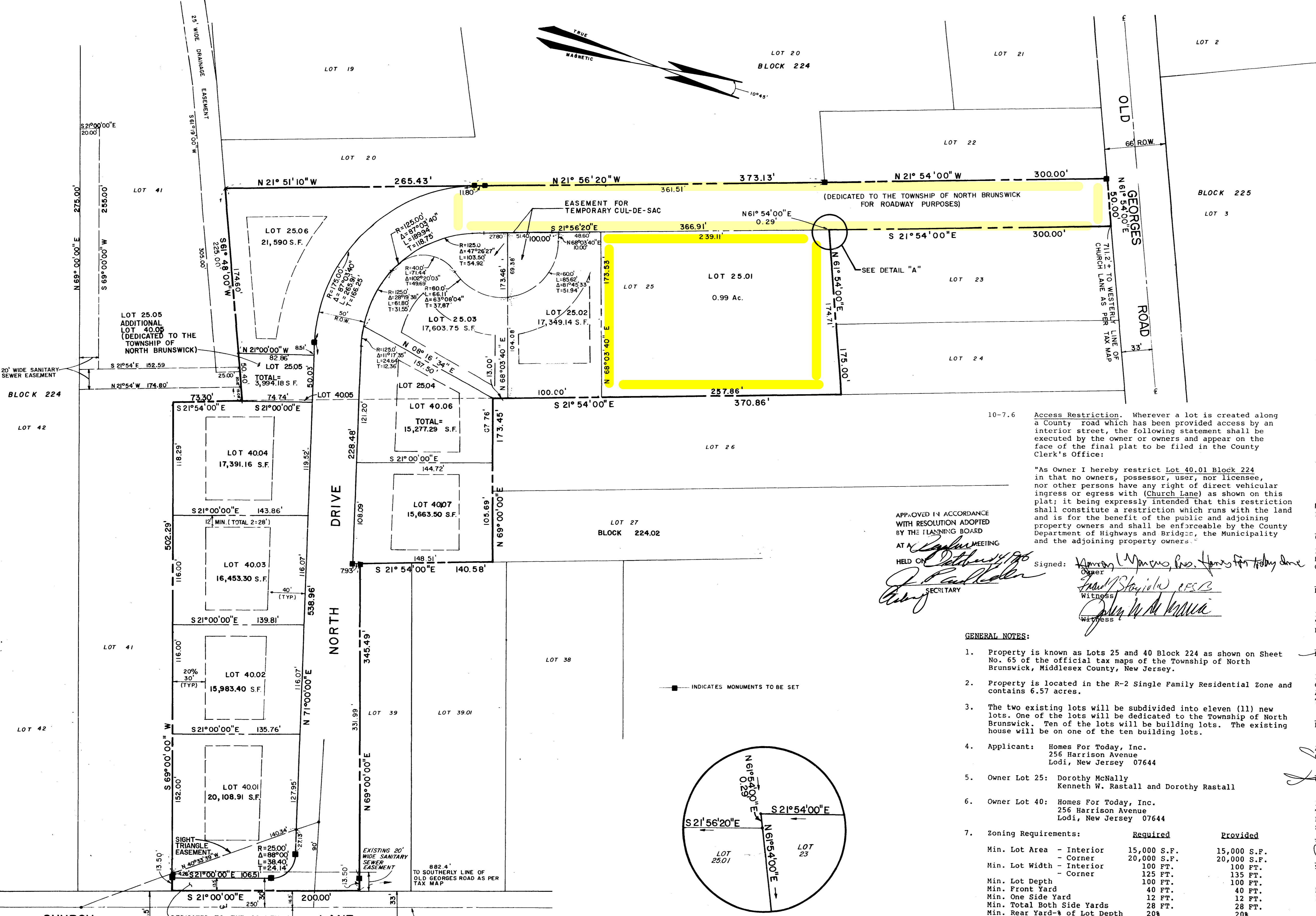
\_\_\_\_\_

**DOROTHY MCNALLY**

\_\_\_\_\_, 2021

**SCHEDULE A**  
(Legal Description)





KEY AND ZONING MAP  
SCALE: 1"=100'

I HEREBY CERTIFY THAT I AM THE RECORD HOLDER OF TITLE LOT 40 BLOCK 224 AND THAT I APPROVE THE FILING THERE OF THIS MAP.

I HEREBY CERTIFY THAT I AM THE RECORD HOLDER OF TITLE LOT 25 BLOCK 224 AND THAT I APPROVE THE FILING THERE OF THIS MAP.

SWORN AND SUBSCRIBED TO BEFORE ME THIS 2ND DAY OF OCTOBER, 1986

I HEREBY CERTIFY THAT THIS MAP AND SURVEY HAS BEEN MADE UNDER MY SUPERVISION AND THAT IT COMPLIES WITH THE PROVISIONS OF THE "MAP FILING LAW"

I CERTIFY THAT A BOND HAS BEEN GIVEN TO THE MUNICIPALITY GUARANTEEING THE FUTURE SETTING OF MONUMENTS SHOWN ON THIS MAP AND SO PREPARED.

I HEREBY CERTIFY THAT ALL ROADWAYS SHOWN ON THIS MAP HAVE BEEN APPROVED BY THE TOWNSHIP OF NORTH BRUNSWICK.

I HAVE CAREFULLY EXAMINED THIS MAP AND IT CONFORMS WITH THE PROVISIONS OF THE AND MUNICIPAL ORDINANCES AND REQUIREMENTS THEREOF.

APPROVED AS A MAJOR SUBDIVISION BY THE PLANNING BOARD OF THE TOWNSHIP OF NORTH BRUNSWICK.

I HEREBY CERTIFY THAT THE PLANNING BOARD OF THE TOWNSHIP OF NORTH BRUNSWICK HAS APPROVED THIS MAP FOR FILING IN THE COUNTY CLERK'S OFFICE. THIS MAP SHALL BE FILED ON OR BEFORE THE 1st DAY OF FEBRUARY, 1987, WHICH DATE IS 95 DAYS FROM THE DATE OF FINAL SIGNING OF THIS MAP.

FILED IN THE COUNTY CLERK'S OFFICE ON IN FILE NO. 729

Access Restriction. Wherever a lot is created along a County road which has been provided access by an interior street, the following statement shall be executed by the owner or owners and appear on the face of the final plat to be filed in the County Clerk's Office:

"As Owner I hereby restrict Lot 40.01 Block 224 in that no owners, possessor, user, nor licensee, nor other persons have any right of direct vehicular ingress or egress with (Church Lane) as shown on this plat; it being expressly intended that this restriction shall constitute a restriction which runs with the land and is for the benefit of the public and adjoining property owners and shall be enforceable by the County Department of Highways and Bridges, the Municipality and the adjoining property owners."

APPROVED IN ACCORDANCE WITH RESOLUTION ADOPTED BY THE PLANNING BOARD AT A MEETING HELD ON

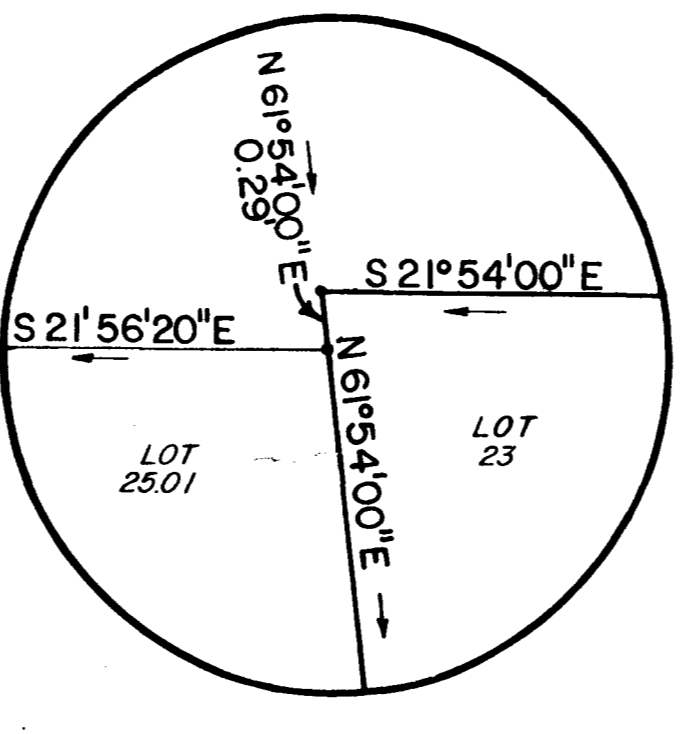
*[Signature]*  
SECRETARY

Signed: *[Signature]*  
Owner  
*[Signature]*  
Witness  
*[Signature]*  
Witness

GENERAL NOTES:

- Property is known as Lots 25 and 40 Block 224 as shown on Sheet No. 65 of the official tax maps of the Township of North Brunswick, Middlesex County, New Jersey.
- Property is located in the R-2 Single Family Residential Zone and contains 6.57 acres.
- The two existing lots will be subdivided into eleven (11) new lots. One of the lots will be dedicated to the Township of North Brunswick. Ten of the lots will be building lots. The existing house will be on one of the ten building lots.
- Applicant: Homes For Today, Inc. 256 Harrison Avenue Lodi, New Jersey 07644
- Owner Lot 25: Dorothy McNally Kenneth W. Rastall and Dorothy Rastall
- Owner Lot 40: Homes For Today, Inc. 256 Harrison Avenue Lodi, New Jersey 07644
- Zoning Requirements:
 

|  | Required    | Provided    |
|--|-------------|-------------|
| Min. Lot Area - Interior                   | 15,000 S.F. | 15,000 S.F. |
| - Corner                                   | 20,000 S.F. | 20,000 S.F. |
| Min. Lot Width - Interior                  | 100 FT.     | 100 FT.     |
| - Corner                                   | 125 FT.     | 135 FT.     |
| Min. Lot Depth                             | 100 FT.     | 100 FT.     |
| Min. Front Yard                            | 40 FT.      | 40 FT.      |
| Min. One Side Yard                         | 12 FT.      | 12 FT.      |
| Min. Total Both Side Yards                 | 28 FT.      | 28 FT.      |
| Min. Rear Yard- $\frac{1}{8}$ of Lot Depth | 20%         | 20%         |



DETAIL "A"  
SCALE: 1"=1'

**CVB** Charles V. Bell Associates  
PROFESSIONAL LAND SURVEYORS - PLANNERS  
678 BROAD STREET, SHREVEPORT, NEW JERSEY 07701

*[Signature]*  
CHARLES V. BELL  
N.J. PROFESSIONAL LAND SURVEYOR NO. 27501  
N.J. PROFESSIONAL PLANNER NO. 2468

| DATE    | REVISIONS   |
|---------|---|
| 6/10/86 | EXTEND NORTH DRIVE R.O.W.   |
| 8/1/86  | GENERAL REVISIONS   |
| 9/15/86 | REVISED INTERSECTION OF NORTH DR. & CHURCH LN PER MIDDLESEX COUNTY PLANNING BOARD |
| 10/1/86 | REVISED OFFSITE DRAINAGE EASEMENT   |
| 10/6/86 | REVISED AS PER ENGINEERS REVIEW   |
| 11/5/86 | REVISED LOTS & BLOCK  |

RICHARD M. MASER, P.E. - P.P. LIC. NO. 24347

**MASER ASSOCIATES**  
ENGINEERS • PLANNERS • SURVEYORS • (201) 577-1661  
32 NORTH MAIN STREET (ROUTE 79) MARLBORO, NEW JERSEY 07746

TOWNSHIP OF NORTH BRUNSWICK  
MIDDLESEX COUNTY, NEW JERSEY

**FINAL PLAT**  
FOR  
**LOT 25+40, BLOCK 224**  
(SHADY GLEN)





Until 1969  
Dorothy and Joe McNally



1969  
land is subdivided  
Dorothy and Joe McNally  
sell 1949 front house  
(404 corrected to 474 Old Georges Road) to  
Kenneth and Juilanne Hulick

1973  
Joe and Dianne McNally sell back land and  
side entrance to Dorothy and Kenneth W.  
Rastall

1974  
Dorothy and Kenneth W. Rastall  
build house on back lot



1986  
Shady Glen subdivision established with 50'  
roadway to be dedicated to the Township  
known as Lot 25.07

1990 Tax Appeal Filed  
1996 Sewer Connection from Shady Glen  
12/00 Ordinance to vacate dedicated road is  
tabled

2000-2003 McNalley attends Meetings  
2003 1,485sf Addition put on house, now  
with front facing Shady Glenn  
5/2004 lawsuit filed by neighbor at Lot 22,  
Joe Inzano was told he could not use road  
10/2004 Tax Assessor issues letter to Dorothy  
McNalley and she attends Council Meeting