

PLANNING BOARD APPLICATION

CASE # \_\_\_\_\_

FOR OFFICIAL USE ONLY

Date of Application Received: \_\_\_\_\_

Date: \_\_\_\_\_ Date of Deposit

Fee Paid \_\_\_\_\_

Date: \_\_\_\_\_ Affidavit of Service

Time Period Expires \_\_\_\_\_

Date File Complete \_\_\_\_\_

Hearing Date \_\_\_\_\_

\*\*\*\*\*

INFORMATION REGARDING APPLICANT

Applicant's Full Legal Name Michael Portnoy

Applicant's Mailing Address 26 Stone Mill Court Egg Harbor Township

Applicant's Phone Number 609 432 5328 e-mail address RainbowhomesA1@aol.com

Applicant is a: Corporation

Partnership

Individual

Pursuant to N.J.S.A. 40:55D-48.1, the names and addresses of all persons owning 10% of the stock in a corporation or partnership must be disclosed. Attach list.

NATURE OF APPLICATION, check appropriate items:

☐ Appeal of action of administrative officer

☐ Interpretation of development ordinance or map

☒ Variance: "C" Variance (Hardship)

☐ "D" Use Variance

☐ "D" Non-Conforming Use

☐ Conditional use

☐ Subdivision - Minor

☐ Subdivision - Major

☐ Site Plan - Waiver

☐ Site Plan - Minor

☐ Site Plan - Major

☐ Other \_\_\_\_\_

Proposed use, Building, or Subdivision is contrary to:  
List Article and Section of the Ordinance from which Variance is sought:

ART. \_\_\_\_\_ Section \_\_\_\_\_ Required 70 Proposed 57.43

ART. \_\_\_\_\_ Section \_\_\_\_\_ Required \_\_\_\_\_ Proposed \_\_\_\_\_

ART. \_\_\_\_\_ Section \_\_\_\_\_ Required \_\_\_\_\_ Proposed \_\_\_\_\_

If additional space is needed, attach list to the application

INFORMATION REGARDING PROPERTY:

Address: 11 Roosevelt Ave

Tax Map BLK 125 LOT(S) 18 Dimension of Property 57' x 169' irregular

BLK \_\_\_\_\_ LOT(S) \_\_\_\_\_ Dimension of Property \_\_\_\_\_

Zoning District R-2

Location approximately 92' feet from intersection of unnamed alley  
and Roosevelt Ave.

Last Previous Occupancy vacant land

	<u>Size Existing Building</u>	<u>Proposed Structure</u>
Front (feet)	<u>N/A</u>	_____
Deep (feet)	<u>11</u>	_____
Square (feet)	<u>11</u>	_____
Height (feet)	<u>11</u>	_____
Story	<u>11</u>	_____
Building Coverage	<u>11</u>	_____

SET BACKS ZONING REQ.

Present / required

Proposed

			Corner Lot
Frontage Y or N			
Front Yard	<u>57.43' / 70'</u>	<u>57.43'</u>	
Front Yard	<u>- / 25'</u>	<u>25'</u>	
Side	<u>- / 10'</u>	<u>10'</u>	
Side	<u>- / 15'</u>	<u>15'</u>	
Rear	<u>- / 25'</u>	<u>25'</u>	
Lot Size Area	<u>11169 / 7500</u>	<u>11169</u>	

Prevailing Setbacks of Building within one Block 15-25 ft.

Present use vacant proposed use single family home lot

Has there been any previous appeal or application involving these premises?

Yes or (No)

If yes, when \_\_\_\_\_

and to whom \_\_\_\_\_

Nature of appeal or application \_\_\_\_\_

Disposition \_\_\_\_\_ Date \_\_\_\_\_

Application for Subdivision \_\_\_\_\_ site plan - conditional use approval \_\_\_\_\_

The relationship of the applicant to the property in questions is:

Owner \_\_\_\_\_ Tenant \_\_\_\_\_

Purchaser under Contract (submit copy) X Other \_\_\_\_\_

If the applicant is not the owner of the property, the applicant must obtain and submit a copy of this application signed by the owner in the space provided.

Owner's Authorization: I hereby certify that I reside at:

In the County of \_\_\_\_\_ State of \_\_\_\_\_

and that I am the owner of all that certain lot, \_\_\_\_\_; Piece or parcel of land known as

Block 125 Lot(s) 18 commonly known as 11 Roosevelt Ave.

which property is the subject of the applicant, and said application is hereby authorized by me.

Owner's Signature [Signature]

Applicant's Attorney N/A Phone # \_\_\_\_\_

Address \_\_\_\_\_

Applicant's Engineer N/A Phone # \_\_\_\_\_

Address \_\_\_\_\_

Applicant's Architect N/A Phone # \_\_\_\_\_

Address \_\_\_\_\_

Applicant's Planner N/A Phone # \_\_\_\_\_

Address \_\_\_\_\_

Applicant's Verification:

I hereby certify that the above statements made by me and the information contained in the papers submitted in connection with application is true.

Applicants Signature Michael Portnoy

Notice: The applicant is responsible to publish and serve notice of this application after receiving a hearing date from the Secretary of the Planning Board, ten (10) days prior to the hearing date.

**NOTICE  
TO BUYER AND SELLER  
READ THIS NOTICE BEFORE SIGNING THE CONTRACT**

The Law requires real estate brokers to give you the following information before you sign this contract. It requires us to tell you that you must read all of it before you sign. The purpose is to help you in this purchase or sale.

- 1) As a real estate broker, I represent: ☐ the seller, not the buyer; ☐ the buyer, not the seller;  
☒ both the seller and the buyer; ☐ neither the seller nor the buyer.

The title company does not represent either the seller or the buyer.

2) You will not get any legal advice unless you have your own lawyer. Neither I nor anyone from the title company can give legal advice to either the buyer or the seller. If you do not hire a lawyer, no one will represent you in legal matters now or at the closing. Neither I nor the title company will represent you in those matters.

3) The contract is the most important part of the transaction. It determines your rights, risks, and obligations. Signing the contract is a big step. A lawyer would review the contract, help you to understand it, and to negotiate its terms.

4) The contract becomes final and binding unless your lawyer cancels it within the following three business days. If you do not have a lawyer, you cannot change or cancel the contract unless the other party agrees. Neither can the real estate broker nor the title insurance company change the contract.

5) Another important service of a lawyer is to order a survey, title report, or other important reports. The lawyer will review them and help to resolve any questions that may arise about the ownership and condition of the property. These reports and survey can cost you a lot of money. A lawyer will also prepare the documents needed to close title and represent you at the closing.

6) A buyer without a lawyer runs special risks. Only a lawyer can advise a buyer about what to do if problems arise concerning the purchase of this property. The problems may be about the seller's title, the size and shape of the property, or other matters that may affect the value of the property. If either the broker or the title company knows about the problems, they should tell you. But they may not recognize the problem, see it from your point of view, or know what to do. Ordinarily, the broker and the title company have an interest in seeing that the sale is completed, because only then do they usually receive their commissions. So, their interests may differ from yours.

7) Whether you retain a lawyer is up to you. It is your decision. The purpose of this notice is to make sure that you have the information needed to make your decision.

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER	DATE
--------	------

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

SELLER \_\_\_\_\_ DATE \_\_\_\_\_

BUYER \_\_\_\_\_ DATE \_\_\_\_\_

## Listing Broker

**Selling Broker**

Prepared by: Roger Read

Name of Real Estate Licensee \_\_\_\_\_



**STATEWIDE NEW JERSEY REALTORS® STANDARD FORM OF REAL ESTATE  
SALES CONTRACT FOR VACANT ONE-FAMILY RESIDENTIAL LOTS**

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**THIS FORM MAY BE USED ONLY IN THE SALE OF VACANT ONE-FAMILY LOT.  
THIS FORM IS SUITABLE FOR USE ONLY WHERE THE SELLER HAS  
PREVIOUSLY EXECUTED A WRITTEN LISTING AGREEMENT.**

**THIS IS A LEGALLY BINDING CONTRACT THAT WILL BECOME FINAL WITHIN THREE BUSINESS DAYS.  
DURING THIS PERIOD YOU MAY CHOOSE TO CONSULT AN ATTORNEY WHO CAN REVIEW AND CANCEL THE  
CONTRACT. SEE SECTION ON ATTORNEY REVIEW FOR DETAILS.**

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**1. PARTIES AND PROPERTY DESCRIPTION:**

Michael Portnoy ("Buyer"), \_\_\_\_\_, ("Buyer"),  
\_\_\_\_\_, ("Buyer"), \_\_\_\_\_, ("Buyer"),  
whose address is/are 26 Stone Hill Ct, Egg Harbor Twp, NJ 08234

**AGREES TO PURCHASE FROM**

Estate of Reverend Richard Holzer ("Seller"), \_\_\_\_\_, ("Seller"),  
\_\_\_\_\_, ("Seller"), \_\_\_\_\_, ("Seller"),  
whose address is/are c/o Raymond Beebe, 2106 New Rd, Ste 4, Linwood, NJ 08221

**THROUGH THE BROKER(S) NAMED IN THIS CONTRACT AT THE PRICE AND TERMS STATED BELOW, THE FOLLOWING PROPERTY:**

Property Address: 11 Roosevelt Ave, Northfield NJ 08225

shown on the municipal tax map of Northfield County Atlantic

as Block 125 Lot 18 (the "Property").

**THE WORDS "BUYER" AND "SELLER" INCLUDE ALL BUYERS AND SELLERS LISTED ABOVE.**

**2. PURCHASE PRICE:**

**TOTAL PURCHASE PRICE** ..... \$ 20,000  
**INITIAL DEPOSIT** ..... \$ 1,000  
**ADDITIONAL DEPOSIT** ..... \$ \_\_\_\_\_  
**BALANCE OF PURCHASE PRICE** ..... \$ 19,000



*[Handwritten Signature]*

**3. MANNER OF PAYMENT:**

(A) **INITIAL DEPOSIT** to be paid by Buyer to ☐ Listing Broker ☐ Participating Broker ☐ Buyer's Attorney ☒ Title Company  
☐ Other \_\_\_\_\_, on or before \_\_\_\_\_ (date) (if left blank, then within five (5)  
 business days after the fully signed Contract has been delivered to both the Buyer and the Seller).

(B) **ADDITIONAL DEPOSIT** to be paid by Buyer to the party who will be responsible for holding the escrow who is identified below on  
 or before \_\_\_\_\_ (date) (if left blank, then within ten (10) calendar days after the fully signed Contract has been  
 delivered to both the Buyer and the Seller).

(C) **Escrow:** All initial and additional deposit monies paid by Buyer shall be held in escrow in the **NON-INTEREST  
 BEARING TRUST ACCOUNT** of \_\_\_\_\_ Surety Title \_\_\_\_\_, ("Escrowee"), until the Closing, at which time all  
 monies shall be paid over to Seller. The deposit monies shall not be paid over to Seller prior to the Closing, unless otherwise agreed  
 in writing by both Buyer and Seller. If Buyer and Seller cannot agree on the disbursement of these escrow monies, the Escrowee may  
 place the deposit monies in Court requesting the Court to resolve the dispute.

(D) **BALANCE OF PURCHASE PRICE:** The balance of the purchase price shall be paid by Buyer in cash, or by certified, cashier's or trust  
 account check.

Payment of the balance of the purchase price by Buyer shall be made at the closing, which will take place on \_\_\_\_\_  
 \_\_\_\_\_ (date), or, if this Contract is subject to a contingency set forth in  
 Section 9(B), then the closing shall take place \_\_\_\_\_ days (if left blank, then ten (10) days) following the satisfaction or waiver of such  
 contingency, at the office of Buyer's closing agent or such other place as Seller and Buyer may agree ("the Closing").

**4. SUFFICIENT ASSETS:**

Buyer represents that Buyer has or will have as of the Closing, all necessary cash assets to complete the Closing. Should Buyer not have  
 sufficient cash assets at the Closing, Buyer will be in breach of this Contract and Seller shall be entitled to any remedies as provided by law.

**5. ACCURATE DISCLOSURE OF SELLING PRICE:**

Buyer and Seller certify that this Contract accurately reflects the gross sale price as indicated in Section 2 of this Contract. Buyer and  
 Seller understand and agree that this information shall be disclosed to the Internal Revenue Service and other government agencies as  
 required by law.

**6. ITEMS INCLUDED IN SALE:**

The Property includes any and all shrubbery, plantings and fencing, if any, all of which are included in this sale.  
 The following items are also specifically included (If reference is made to the MLS Sheet and/or any other document, then the document(s)  
 referenced should be attached.):

**7. ITEMS EXCLUDED FROM SALE:** (If reference is made to the MLS Sheet and/or any other document, then the document(s)  
 referenced should be attached.):

**8. DATES AND TIMES FOR PERFORMANCE:**

With the exception of any deadline for Buyer to obtain the Approvals (as that term is defined in Section 9(B) below, Seller and Buyer  
 agree that all dates and times included in this Contract are of the essence. This means that Seller and Buyer must satisfy the terms of this  
 Contract within the time limits that are set in this Contract or will be in default, except as otherwise provided in this Contract or required  
 by applicable law.

**(A) REPRESENTATIONS.**

**(B) APPROVAL CONTINGENCY.**

☒ Buyer's obligations under this Contract are contingent upon Buyer securing any and all land use approvals (the "Approvals"), at Buyer's sole cost and expense, necessary to construct a ~~approximately 6,000 square foot~~ single-family dwelling on the Property. Buyer shall have 90 calendar days (if left blank, then forty-five calendar (45) days) from the execution of this Contract or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within 90 calendar days (if left blank, then forty-five calendar (45) days) after the parties agree to the terms of this Contract, to apply for all Approvals (the "Application Deadline"). Buyer shall diligently and continuously pursue the Approvals. Buyer shall have        calendar days (if left blank, then ninety calendar (90) days) from the date the Application is filed to obtain all Approvals (the "Approval End Date"). If Buyer is unable, after diligent effort, to obtain the Approvals by the Approval End Date, Buyer may cancel this Contract and receive a refund of the deposit monies by giving Seller and Broker written notice by no later than five (5) calendar days following the Approval End Date. If Buyer cancels this Contract, then after the Buyer receives the deposit monies, the parties shall have no further obligations under this Contract except those that expressly survive cancellation. If Buyer fails to cancel the Contract within five (5) calendar days following the Approval End Date, Buyer shall have automatically waived Buyer's right to cancel the Contract under this Section 9(B).

Title shall be free and clear of all assessments for municipal improvements, including but not limited to municipal liens, as well as assessments and liabilities for future assessments for improvements constructed and completed. All confirmed assessments and all unconfirmed assessments that have been or may be imposed by the municipality for improvements that have been completed as of the Closing are to be paid in full by Seller or credited to Buyer at the Closing. A confirmed assessment is a lien against the Property. An unconfirmed assessment is a potential lien that, when approved by the appropriate governmental entity, will become a legal claim against the Property.

**11. QUALITY AND INSURABILITY OF TITLE.**

(A) TITLE.

At the Closing, Seller shall deliver a duly executed Bargain and Sale Deed with Covenant as to Grantor's Acts or other Deed satisfactory to Buyer. Title to the Property will be free from all claims or rights of others, except as described in this Section and Section 12 of this Contract. The Deed shall contain the full legal description of the Property.

This sale will be subject to utility and other easements and restrictions of record, if any, provided such easement or restriction does not (i) substantially interfere with or unreasonably limit Buyer's intended use of the Property for single-family residential purposes or (ii) materially and adversely affect the value of the Property. Generally, an easement is a right of a person other than the owner of property to use a portion of the property for a special purpose. A restriction is a recorded limitation on the manner in which a property owner may use the property. Buyer does not have to complete the purchase, however, if any easement, restriction or facts disclosed by an accurate survey would (i) substantially interfere with or unreasonably limit Buyer's intended use of the Property for single-family residential purposes or (ii) materially and adversely affect the value of the Property. A violation of any restriction shall not be a reason for Buyer refusing to complete the Closing as long as the title company insures Buyer against loss at regular rates. The sale also will be made subject to applicable zoning ordinances, provided that the ordinances do not render title unmarketable.

Title to the Property shall be good, marketable and insurable, at regular rates, by any title insurance company licensed to do business in New Jersey, subject only to the claims and rights described in this Section and Section 12. Buyer agrees to order a title insurance commitment (title search) and to furnish a copy to Seller. If Seller's title contains any exceptions other than as set forth in this Section, Buyer shall notify Seller and Seller shall have thirty (30) calendar days within which to eliminate those exceptions. Seller represents, to the best of Seller's knowledge, that there are no restrictions in any conveyance or plans of record that will prohibit use and/or occupancy of the Property for single-family residential purposes. Seller represents that no improvements on adjoining properties extend across any of



the boundary lines of the Property.

If Seller is unable to transfer the quality of title required and Buyer and Seller are unable to agree upon a reduction of the purchase price, Buyer shall have the option to either void this Contract, in which case the monies paid by Buyer toward the purchase price shall be returned to Buyer, together with the actual costs of the title search and the survey without further liability to Seller, or to proceed with the Closing without any reduction of the purchase price.

#### (B) SURVEY.

Broker(s) advise that Buyer should have a survey performed to satisfy Buyer as to, among other things, the boundaries of the Property and the location of improvements thereon, if any. Unless otherwise agreed to by Seller in writing, Buyer shall bear the cost of such survey. If Buyer obtains a survey of the Property and the survey reveals any facts which would (i) substantially interfere with or unreasonably limit Buyer's intended use of the Property for single-family residential purposes or (ii) materially and adversely affect the value of the Property, then Buyer shall have the right to cancel this Contract and receive a refund of the deposit monies by giving Seller and Broker written notice within five (5) calendar days after Buyer's receipt of the survey, but in no event more than \_\_\_\_ days (if left blank, then forty-five (45) days) after execution of this Contract, otherwise Buyer's right to cancel this Contract under this Section 11(B) is waived. When Closing occurs, Buyer shall be deemed to have accepted any facts shown on an accurate current survey of the Property, whether or not Buyer obtains a survey.

#### 12. POSSESSION:

Possession and occupancy will be given to Buyer at the Closing. Buyer shall be entitled to possession of the Property, and any rents or profits from the Property, immediately upon the delivery of the Deed and the Closing. Seller shall pay off any person with a claim or right affecting the Property from the proceeds of this sale at or before the Closing.

#### 13. DUE DILIGENCE CONTINGENCY CLAUSE:

##### (A) RESPONSIBILITIES OF PROPERTY OWNERSHIP.

Buyer and Seller acknowledge and agree that all aspects of this transaction require considerable analysis and investigation by Buyer before closing title to the Property. While Brokers and salespersons who are involved in this transaction are trained as licensees under the New Jersey Licensing Act they readily acknowledge that they have had no special training or experience with respect to the complexities pertaining to the purchase and sale of the Property. For example, and not by way of limitation, Brokers and salespersons have no special training, knowledge or experience with regard to discovering and/or evaluating zoning restrictions, requirements of local building and fire codes, the availability of utilities (such as sanitary sewer, water, electric and gas), the possible presence of freshwater wetlands and their associated buffer areas, and possible environmental conditions which might affect the Property, such as the existence of radon gas, formaldehyde gas, airborne asbestos fibers, toxic chemicals, underground storage tanks, lead, mold or other pollutants in the soil, air or water.

##### (B) BUYER'S RIGHT TO PERFORM DUE DILIGENCE.

Buyer acknowledges that the Property is being sold in an "as is" condition and that this Contract is entered into based upon the knowledge of Buyer as to the value of the land and whatever improvements are upon the Property, and not on any representation made by Seller, Brokers or their agents as to the character or quality of the Property. Therefore, Buyer, at Buyer's sole cost and expense, is granted the right to perform due diligence with respect to all aspects of the Property, including the right to have any aspect of the Property inspected and evaluated by "qualified inspectors" (as the term is defined in subsection C below) for the purpose of determining whether the Property is suitable for Buyer's intended use and the existence of any restrictions, requirements or environmental conditions such as outlined above in Subsection (A). If Buyer chooses to perform such due diligence, including the inspections and evaluations of the Property referred to in this paragraph, such due diligence must be completed within 90 (if left blank, then 30) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within 90 (if left blank, then 30) calendar days after the parties agree to the terms of this Contract. Completing such inspections and evaluations is referred to as the "Due Diligence Time Period."

Within seven (7) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within seven (7) calendar days after the parties agree to the terms of this Contract, Seller shall provide Buyer, to the extent available to Seller, complete copies of Seller's title insurance policy for the Property, current property tax bill for the Property, any and all environmental test results, studies or reports pertaining to the Property, including any percolation test results, copies of the septic system design, any and all utility "will serve" letters, copies of any governmental approval or permit related to the property including, but not limited to, any variance or subdivision approval, any and all wetlands delineation(s) for the Property, and any and all documentation related to the Property's farmland assessment, Pinelands credit(s), or any other preferential governmental benefit.

##### (C) QUALIFICATIONS OF INSPECTORS.

Where the term "qualified inspectors" is used in this Contract, it is intended to refer to persons or businesses that are licensed or certified by the State of New Jersey for such purpose.

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Buyer's  
Initials:

11/04/22  
11:01 AM EDT  
dotloop verified

Seller's  
Initials:

Untitled

**(D) BUYER'S RIGHT TO CANCEL CONTRACT.**

If any restrictions, requirements, environmental conditions or other matters such as outlined above in Subsection (A) are not satisfactory to Buyer and/or are reported by the qualified inspectors within the Due Diligence Time Period, and are not satisfactory to Buyer, then Buyer shall have the right to void this Contract by notifying Seller in writing within seven (7) business days after the end of the Due Diligence Time Period. If Buyer fails to void this Contract within the seven (7) business day period, Buyer shall have waived Buyer's right to cancel this Contract under this Section 13(D) and this Contract shall remain in full force, and Seller shall be under no obligation to remove, satisfy, correct or cure any of the restrictions, requirements, environmental conditions or other matters set forth in the inspection reports or that are not otherwise satisfactory to Buyer.

**(E) FLOOD HAZARD AREA (IF APPLICABLE).**

The federal and state governments have designated certain areas as flood areas. If the Property is located in a flood area, the use of the Property may be limited. If Buyer's inquiry reveals that the Property is in a flood area, Buyer may cancel this Contract within ten (10) calendar days after the attorney-review period is completed or, if this Contract is timely disapproved by an attorney as provided in the Attorney-Review Clause Section of this Contract, then within ten (10) calendar days after the parties agree to the terms of this Contract. For a flood policy to be in effect immediately, there must be a loan closing. There is a thirty (30) calendar day wait for flood policies to be in effect for cash transactions. Therefore, cash buyers are advised to make application and make advance payment for a flood insurance policy at least thirty (30) calendar days in advance of closing if they want coverage to be in effect upon transfer of title.

The National Flood Insurance Program ("NFIP") provides for the availability of flood insurance but also establishes flood insurance policy premiums based on the risk of flooding in the area where properties are located. In considering Buyer's purchase of this Property, Buyer is urged to consult with one or more carriers of flood insurance for a better understanding of flood insurance coverage, the premiums that are likely to be required to purchase such insurance and any available information about how those premiums may increase in the future.

**14. MEGAN'S LAW STATEMENT:**

Under New Jersey law, the county prosecutor determines whether and how to provide notice of the presence of convicted sex offenders in an area. In their professional capacity, real estate licensees are not entitled to notification by the county prosecutor under Megan's Law and are unable to obtain such information for you. Upon closing, the county prosecutor may be contacted for such further information as may be disclosable to you.

**15. MEGAN'S LAW REGISTRY:**

Buyer is notified that New Jersey law establishes an Internet Registry of Sex Offenders that may be accessed at [www.njsp.org](http://www.njsp.org). Neither Seller nor any real estate broker nor salesperson make any representation as to the accuracy of the registry.

**16. NOTIFICATION REGARDING OFF-SITE CONDITIONS: (Applicable to all resale transactions.)**

Pursuant to the New Residential Construction Off-Site Conditions Disclosure Act, N.J.S.A. 46:3C-1, et. seq, the clerks of municipalities in New Jersey maintain lists of off-site conditions which may affect the value of residential properties in the vicinity of the off-site condition.

Buyers may examine the lists and are encouraged to independently investigate the area surrounding this property in order to become familiar with any off-site conditions which may affect the value of the property. In cases where a property is located near the border of a municipality, buyers may wish to also examine the list maintained by the neighboring municipality.

**17. AIR SAFETY AND ZONING NOTICE:**

Any person who sells or transfers a property that is in an airport safety zone as set forth in the New Jersey Air Safety and Zoning Act of 1983, N.J.S.A. 6:1-80, et seq., and appearing on a municipal map used for tax purposes, as well as Seller's agent, shall provide notice to a prospective buyer that the property is located in an airport safety zone prior to the signing of the contract of sale. The Air Safety and Zoning Act also requires that each municipality in an airport safety zone enact an ordinance or ordinances incorporating the standards promulgated under the Act and providing for their enforcement within the delineated areas in the municipality. Buyer acknowledges receipt of the following list of airports and the municipalities that may be affected by them and that Buyer has the responsibility to contact the municipal clerk of any affected municipality concerning any ordinance that may affect the Property.

Municipality	Airport(s)	Municipality	Airport(s)
Alexandria Tp.	Alexandria & Sky Manor	Ewing Tp.	Trenton-Mercer County
Andover Tp.	Aeroflex-Andover & Newton	E. Hanover Tp.	Morristown Municipal
Bedminster Tp.	Somerset	Florham Park Bor.	Morristown Municipal
Berkeley Tp.	Ocean County	Franklin Tp. (Gloucester Cty.)	Southern Cross & Vineland Downtown
Berlin Bor.	Camden County	Franklin Tp. (Hunterdon Cty.)	Sky Manor
Blairstown Tp.	Blairstown	Franklin Tp. (Somerset Cty.)	Central Jersey Regional
Branchburg Tp.	Somerset	Green Tp.	Trinca
Buena Bor. (Atlantic Cty.)	Vineland-Downtown	Hammonton Bor.	Hammonton Municipal
Dennis Tp.	Woodbine Municipal	Hanover Tp.	Morristown Municipal
Eagleswood Tp.	Eagles Nest	Hillsborough Tp.	Central Jersey Regional

Municipality	Airport(s)	Municipality	Airport(s)
Hopewell Tp. (Mercer Cty.)	Trenton-Mercer County	Old Bridge Tp.	Old Bridge
Howell Tp.	Monmouth Executive	Oldsman Tp.	Oldmans
Lacey Tp.	Ocean County	Pemerton Tp.	Pemberton
Lakewood Tp.	Lakewood	Pequannock Tp.	Lincoln Park
Lincoln Park Bor.	Lincoln Park	Readington Tp.	Solberg-Hunterdon
Lower Tp.	Cape May County	Rocky Hill Boro.	Princeton
Lumberton Tp.	Flying W. & South Jersey Regional	Southampton Tp.	Red Lion
Manalapan Tp. (Monmouth Cty.)	Old Bridge	Springfield Tp.	Red Wing
Mansfield Tp.	Hackettstown	Upper Deerfield Tp.	Bucks
Manville Bor.	Central Jersey Regional	Vineland City	Kroelinger & Vineland Downtown
Medford Tp.	Flying W.	Wall Tp.	Monmouth Executive
Middle Tp.	Cape May County	Wantage Tp.	Sussex
Millville	Millville Municipal	Robbinsville	Trenton-Robbinsville
Monroe Tp. (Gloucester Cty.)	Cross Keys & Southern Cross	West Milford Tp.	Greenwood Lake
Monroe Tp. (Middlesex Cty.)	Old Bridge	Winslow Tp.	Camden County
Montgomery Tp.	Princeton	Woodbine Bor.	Woodbine Municipal
Ocean City	Ocean City		

The following airports are not subject to the Airport Safety and Zoning Act because they are subject to federal regulation or within the jurisdiction of the Port of Authority of New York and New Jersey and therefore are not regulated by New Jersey: Essex County Airport, Linden Airport, Newark Liberty Airport, Teterboro Airport, Little Ferry Seaplane Base, Atlantic City International Airport, and Maguire Airforce Base and NAEC Lakehurst.

#### 18. BULK SALES:

The New Jersey Bulk Sales Law, N.J.S.A. 54:50-38, (the "Law") applies to the sale of certain residential property. Under the Law, Buyer may be liable for taxes owed by Seller if the Law applies and Buyer does not deliver to the Director of the New Jersey Division of Taxation (the "Division") a copy of this Contract and a notice on a form required by the Division (the "Tax Form") at least ten (10) business days prior to the Closing. If Buyer decides to deliver the Tax Form to the Division, Seller shall cooperate with Buyer by promptly providing Buyer with any information that Buyer needs to complete and deliver the Tax Form in a timely manner. Buyer promptly shall deliver to Seller a copy of any notice that Buyer receives from the Division in response to the Tax Form.

If, prior to the Closing, the Division notifies Buyer to withhold an amount (the "Tax Amount") from the purchase price proceeds for possible unpaid tax liabilities of Seller, Buyer's attorney or Buyer's title insurance company (the "Escrow Agent") shall withhold the Tax Amount from the closing proceeds and place that amount in escrow (the "Tax Escrow"). If the Tax Amount exceeds the amount of available closing proceeds, Seller shall bring the deficiency to the Closing and the deficiency shall be added to the Tax Escrow. If the Division directs the Escrow Agent or Buyer to remit funds from the Tax Escrow to the Division or some other entity, the Escrow Agent or Buyer shall do so. The Escrow Agent or Buyer shall only release the Tax Escrow, or the remaining balance thereof, to Seller (or as otherwise directed by the Division) upon receipt of written notice from the Division that it can be released, and that no liability will be asserted under the Law against Buyer.

#### 19. NOTICE TO BUYER CONCERNING INSURANCE:

Buyer should obtain appropriate liability insurance for the Property. Occasionally, there are issues and delays in obtaining insurance. Be advised that a "binder" is only a temporary commitment to provide insurance coverage and is not an insurance policy. Buyer is therefore urged to contact a licensed insurance agent or broker to assist Buyer in satisfying Buyer's insurance requirements.

#### 20. MAINTENANCE AND CONDITION OF PROPERTY:

Seller agrees to maintain the Property in the same condition that the Property is in at the time of the signing of this Contract, reasonable wear and tear excepted. The Property shall be free of all debris and personal property not included in this sale as of the Closing. Seller does not guarantee the continuing condition of the Property as set forth in this Section after the Closing.

#### 21. RISK OF LOSS:

The risk of loss or damage to the Property by fire or otherwise, except ordinary wear and tear, is the responsibility of Seller until the Closing.

#### 22. INITIAL AND FINAL INSPECTIONS:

In addition to the inspections set forth elsewhere in this Contract, Seller agrees to permit Buyer or Buyer's duly authorized representative to conduct an initial and a final inspection of the Property at any reasonable time before the Closing.

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Buyer's  
Initials:

MP  
11/04/22  
11:01 AM EDT

Seller's  
Initials:

*[Handwritten Signature]*

358 Seller and Buyer shall make prorated adjustments at Closing for items which have been paid by Seller or are due from Seller, such as  
359 real estate taxes, water and sewer charges that could be claims against the Property. If Buyer is assuming Seller's mortgage loan,  
360 Buyer shall credit Seller for all monies, such as real estate taxes and insurance premiums paid in advance or on deposit with Seller's  
361 mortgage lender. Buyer shall receive a credit for monies, which Seller owes to Seller's Mortgage lender, such as current interest or a  
362 deficit in the mortgage escrow account.

367 Unless an exemption applies, non-resident individuals, estates, or trusts that sell or transfer real property in New Jersey are required to  
368 make an estimated gross income tax payment to the State of New Jersey on the gain from a transfer/sale of real property (the so-called  
369 "Exit Tax,") as a condition of the recording of the deed.

375 Seller agrees that, if applicable, Seller will (a) be solely responsible for payment of any state or federal income tax withholding  
376 amount(s) required by law to be paid by Seller (which Buyer may deduct from the purchase price and pay at the Closing); and (b)  
377 execute and deliver to Buyer at the Closing any and all forms, affidavits or certifications required under state and federal law to be filed  
378 in connection with the amount(s) withheld.

381 If Seller fails to close title to the Property in accordance with this Contract, Buyer then may commence any legal or equitable action  
382 to which Buyer may be entitled. If Buyer fails to close title in accordance with this Contract, Seller then may commence an action  
383 for damages it has suffered, and, in such case, the deposit monies paid on account of the purchase price shall be applied against such  
384 damages. If Buyer or Seller breach this Contract, the breaching party will nevertheless be liable to Brokers for the commissions in the  
385 amount set forth in this Contract, as well as reasonable attorneys' fees, costs and such other damages as are determined by the Court.

388 By signing below, Seller and Buyer acknowledge they received the Consumer Information Statement on New Jersey Real Estate  
389 Relationships from the Broker(s) prior to the first showing of the Property.

392 (A) RE/MAX Atlantic, (name of firm) and its authorized  
393 representative(s) Roger Read  
394 (name(s) of licensee(s))

397 ☐ SELLER'S AGENT ☐ BUYER'S AGENT ☒ DISCLOSED DUAL AGENT ☐ TRANSACTION BROKER.

399 (B) (If more than one firm is participating, provide the following.) INFORMATION SUPPLIED BY \_\_\_\_\_  
400 (name of other firm.) HAS INDICATED THAT IT IS

402 ☐ SELLER'S AGENT ☐ BUYER'S AGENT ☐ TRANSACTION BROKER.

405 The commission, in accord with the previously executed listing agreement, shall be due and payable at the Closing and payment by  
406 Buyer of the purchase consideration for the Property. Seller hereby authorizes and instructs whomever is the disbursing agent to pay the  
407 full commission as set forth below to the below-mentioned Brokerage Firm(s) out of the proceeds of sale prior to the payment of any  
408 such funds to Seller. Buyer consents to the disbursing agent making said disbursements. The commission shall be paid upon the purchase  
409 price set forth in Section 2.

412	RE/MAX Atlantic		9592432
413	<b>Listing Firm</b>		REC License ID
414	Roger Read	0571049	
415	<b>Listing Agent</b>		REC License ID
416	1803 Zion Rd, Northfield, NJ 08225		
417	Address		
418			
419	Office Telephone	Fax	Agent Cell Phone
420	(Per Listing Agreement)		
421			
422	Email	Commission due Listing Firm	
423			
424	<b>Participating Firm</b>		REC License ID
425			
426	<b>Participating Agent</b>		REC License ID
427			
428	Address		
429			
430	Office Telephone	Fax	Agent Cell Phone
431			
432	Email	Commission due Participating Firm	
433			

434 **28. EQUITABLE LIEN:**

435 Under New Jersey law, brokers who bring the parties together in a real estate transaction are entitled to an equitable lien in the amount  
 436 of their commission. This lien attaches to the property being sold from when the contract of sale is signed until the closing and then to  
 437 the funds due to seller at closing, and is not contingent upon the notice provided in this Section. As a result of this lien, the party who  
 438 disburses the funds at the Closing in this transaction should not release any portion of the commission to any party other than  
 439 Broker(s) and, if there is a dispute with regard to the commission to be paid, should hold the disputed amount in escrow until the  
 440 dispute with Broker(s) is resolved and written authorization to release the funds is provided by Broker(s).

442 **29. DISCLOSURE THAT BUYER OR SELLER IS A REAL ESTATE LICENSEE:** ☐ Applicable ☒ Not Applicable

443 A real estate licensee in New Jersey who has an interest as a buyer or seller of real property is required to disclose in the sales contract  
 444 that the person is a licensee. \_\_\_\_\_ therefore discloses that he/she is licensed in New Jersey as  
 445 a real estate ☐ broker ☐ broker-salesperson ☐ salesperson ☐ referral agent.

447 **30. BROKERS TO RECEIVE CLOSING DISCLOSURE AND OTHER DOCUMENTS:**

448 Buyer and Seller agree that Broker(s) involved in this transaction will be provided with the Closing Disclosure documents and any  
 449 amendments to those documents in the same time and manner as the Consumer Financial Protection Bureau requires that those  
 450 documents be provided to Buyer and Seller. In addition, Buyer and Seller agree that, if one or both of them hire an attorney who  
 451 disapproves this Contract as provided in the Attorney-Review Clause Section, then the attorney(s) will notify the Broker(s) in writing  
 452 when either this Contract is finalized or the parties decide not to proceed with the transaction.

454 **31. PROFESSIONAL REFERRALS:**

455 Seller and Buyer may request the names of attorneys, inspectors, engineers, tradespeople or other professionals from their Brokers  
 456 involved in the transaction. Any names provided by Broker(s) shall not be deemed to be a recommendation or testimony of competency  
 457 of the person or persons referred. Seller and Buyer shall assume full responsibility for their selection(s) and hold Brokers and/or  
 458 salespersons harmless for any claim or actions resulting from the work or duties performed by these professionals.

460 **32. ATTORNEY-REVIEW CLAUSE:**

461 **(1) STUDY BY ATTORNEY.**

462 Buyer or Seller may choose to have an attorney study this Contract. If an attorney is consulted, the attorney must complete his or her  
 463 review of the Contract within a three-day period. This Contract will be legally binding at the end of this three-day period unless an  
 464 attorney for Buyer or Seller reviews and disapproves of the Contract.

465  
466  
467

**(2) COUNTING THE TIME.**

You count the three days from the date of delivery of the signed Contract to Buyer and Seller. You do not count Saturdays, Sundays or legal holidays. Buyer and Seller may agree in writing to extend the three-day period for attorney review.

**(3) NOTICE OF DISAPPROVAL.**

If an attorney for the Buyer or Seller reviews and disapproves of this Contract, the attorney must notify the Broker(s) and the other party named in this Contract within the three-day period. Otherwise this Contract will be legally binding as written. The attorney must send the notice of disapproval to the Broker(s) by fax, email, personal delivery, or overnight mail with proof of delivery. Notice by overnight mail will be effective upon mailing. The personal delivery will be effective upon delivery to the Broker's office. The attorney may also, but need not, inform the Broker(s) of any suggested revision(s) in the Contract that would make it satisfactory.

**33. NOTICES:**

All notices shall be by certified mail, fax, email, recognized overnight courier or electronic document (except for notices under the Attorney-Review Clause Section) or by delivering it personally. The certified letter, email, reputable overnight carrier, fax or electronic document will be effective upon sending. Notices to Seller and Buyer shall be addressed to the addresses in Section 1, unless otherwise specified in writing by the respective party.

**34. NO ASSIGNMENT:**

This Contract shall not be assigned without the written consent of Seller. This means that Buyer may not transfer to anyone else Buyer's rights under this Contract to purchase the Property.

**35. ELECTRONIC SIGNATURES AND DOCUMENTS:**

Buyer and Seller agree that the New Jersey Uniform Electronic Transaction Act, N.J.S.A. 12A:12-1 to 26, applies to this transaction, including but not limited to the parties and their representatives having the right to use electronic signatures and electronic documents that are created, generated, sent, communicated, received or stored in connection with this transaction. Since Section 11 of the Act provides that acknowledging an electronic signature is not necessary for the signature of such a person where all other information required to be included is attached to or logically associated with the signature or record, such electronic signatures, including but not limited to an electronic signature of one of the parties to this Contract, do not have to be witnessed.

**36. CORPORATE RESOLUTIONS:**

If Buyer or Seller is a corporate or other entity, the person signing below on behalf of the entity represents that all required corporate resolutions have been duly approved and the person has the authority to sign on behalf of the entity.

**37. ENTIRE AGREEMENT; PARTIES LIABLE:**

This Contract contains the entire agreement of the parties. No representations have been made by any of the parties, the Broker(s) or its salespersons, except as set forth in this Contract. This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities and only may be amended by an agreement in writing signed by Buyer and Seller.

**38. APPLICABLE LAWS:**

This Contract shall be governed by and construed in accordance with the laws of the State of New Jersey and any lawsuit relating to this Contract or the underlying transaction shall be venued in the State of New Jersey.

**39. ADDENDA:**

The following additional terms are included in the attached addenda or riders and incorporated into this Contract (check if applicable):

- ☐ Private Sewage Disposal (Other than Cesspool)  
☐ Private Well Testing  
☐ Underground Fuel Tank(s)

**40. ADDITIONAL CONTRACTUAL PROVISIONS:**

If Buyer is unable to obtain necessary permits and/or approvals sought in either paragraph 9B or paragraph 13B above, then the due diligence period will be extended 30 days if necessary.

**WITNESS:**

*Michael Portnoy*  
 dotloop verified  
 11/04/22 11:01 AM EDT  
 SPYF-WNDS-HMDJ-AAKN

BUYER

Date

BUYER

Date

BUYER

Date

BUYER

Date

SELLER

Date

SELLER

Date

SELLER

Date

SELLER

Date

11/10/22