

~~H. B. v. Carteret, South Plainfield~~

1985

Massaro v. South Plainfield

● Plaintiffs Complaint

Pgs. 34

no pi.

● M2000347C

REC'D. & FILED
SUPERIOR COURT
OF NEW JERSEY

OCT 17 1983

CPA
JOHN H. MAYSON
CLERK

LAW OFFICES
JOHN GEORGE
277 SOUTH PLAINFIELD AVENUE
P. O. BOX G
SOUTH PLAINFIELD, NEW JERSEY 07080-0507
(201) 755-7050

520 83

ATTORNEYS FOR Plaintiffs/S-2777, S-2829, S-2716, S-2812

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
GENERAL EQUITY PART
MIDDLESEX COUNTY
DOCKET NO. _____

LAWRENCE J. MASSARO,
WINCENT ORAZI, and
GENE S. MOHAN and
DEBRA A. MOHAN, his wife,

Plaintiffs,

-vs-

BOROUGH OF SOUTH PLAINFIELD,
MAYOR AND COUNCIL OF SOUTH
PLAINFIELD, MAYOR MICHAEL ENGLISH,
COUNCIL PRESIDENT FERDINAND THIEL,
COUNCIL MEMBERS BERNARD CONLON,
DONALD AGRIN, MICHAEL WOSKEY
DANIEL GALLAGHER and ADDIE LEVINE,

Defendants.

: CIVIL ACTION
: COMPLAINT
:
:
:
:
:

THE PLAINTIFFS, residing at the specific addresses
recited herein in the respective Counts, by way of complaint
against the defendants, say:

COUNT 1

PLAINTIFF, LAWRENCE J. MASSARO, doing business at 138 Levgar Street, in the Township of Piscataway, in the County of Middlesex and State of New Jersey, says:

1.- The defendant BOROUGH OF SOUTH PLAINFIELD is a municipal corporation, duly incorporated under the laws of the State of New Jersey.

2. The defendants MAYOR and COUNCIL are the governing body of the defendant Borough of South Plainfield.

3. The defendant MICHAEL ENGLISH is the mayor of the defendant Borough of South Plainfield.

4. The defendant FERDINAND THIEL is the Council President of the Borough Council of the defendant Borough of South Plainfield.

5. The defendants BERNARD CONLON, DONALD ACRIN, MICHAEL WOSKEY, DANIEL GALLAGHER and ADDIE LEVINE are members of the Borough Council of the defendant Borough of South Plainfield.

6. On or about May 14, 1934, defendant Borough of South Plainfield was the owner of certain tracts of land known as Lot 6 in Block 438 and Lot 26 in Block 310 in the Borough of South Plainfield, County of Middlesex and State of New Jersey and more specifically described in Exhibit 1, attached hereto and incorporated as if more fully set forth at length herein.

7. On or about the same date and time the said Borough by and through its Mayor and Council caused the said tracts of land to be advertized for public sale by adoption of the resolution authorizing the same as set forth in Exhibit 2, attached hereto and incorporated as if fully set forth at length herein.

8. The proposed sales aforesaid were duly advertized on or about May 24, 1984 and June 1, 1984.

9. On or about June 11, 1984, the bid of the plaintiff to purchase the said property was accepted at a total purchase price of \$159,625.00 by resolution accepting the same as set forth in Exhibit 3, attached hereto and incorporated as if more fully set forth at length herein.

10. The plaintiff deposited 10% of the purchase price as required by the terms of the sale set forth in the respective Exhibits.

11. On or about July 1, 1985, the defendant Borough of South Plainfield, by and through its municipal attorney, made demand upon plaintiff to consummate the aforesaid sale of tender of the balance of the purchase price on August 12, 1985, which date was subsequently amended to set August 23, 1985, as the date of closing of title thereto.

12. On August 23, 1985, during regular hours of the said Borough's offices, plaintiff tendered to the defendant

Borough at the office of the Borough Clerk the purchase price in accordance with the provisions of the resolutions and agreement and requested that defendant convey to him the land described in the said resolutions and agreement.

13. Defendant through its elected or appointed officials refused to make the required conveyance of title.

14. Plaintiff then and now stands ready, willing and able to pay the purchase price.

WHEREFORE, plaintiff demands judgment:

(a) Requiring defendants specifically perform the agreement between the parties; and

(b) For damages incurred as consequences of the refusal and delay in conveying title; and

(c) if specific performance is not granted, judgment against defendants for damages such as would reasonably make plaintiff whole as if the agreement had been completed; and

(d) for costs and fees, including reasonable attorney fees, for this action.

COUNT 2

1. Plaintiff, LAWRENCE J. MASSARO, repeats the allegations contained in Paragraphs 1-5 of Count 1 and restates them and incorporates them herein as if more fully set forth at length herein.

2. On or about June 11, 1984, defendant Borough of South Plainfield was the owner of certain tracts of land known as Lot 1.01 in Block 427 and Lot 4.01 in Block 448 in the Borough of South Plainfield, County of Middlesex and State of New Jersey and more specifically described in Exhibit 4 attached hereto and incorporated as if more fully set forth at length herein.

3. On or about the same date and time the said Borough by and through its Mayor and Council caused the said tracts of land to be advertized for public sale by adoption of a resolution authorizing the same as set forth in Exhibit 5, attached hereto and incorporated as if fully set forth at length herein.

4. The proposed sales aforesaid were duly advertized on or about July 26, 1984, and August 2, 1984.

5. On or about August 13, 1984, the bid of the plaintiff to purchase the said property was accepted at a total purchase price of \$1,270,318.50 by resolution accepting the same as set forth in Exhibit 6, attached hereto and incorporated as if more fully set forth at length herein.

6. The plaintiff deposited 10% of the purchase price as required by the terms of the sale set forth in the respective Exhibits.

7. On or about July 1, 1985, the defendant Borough of South Plainfield, by and through its municipal attorney, made

demand upon plaintiff to consummate the aforesaid sale by tender of the balance of the purchase price on August 12, 1985, which date was subsequently amended to set August 23, 1985, as the date of closing of title thereto.

8. On or about August 23, 1985, during regular hours of the said Borough's offices, plaintiff tendered to the defendant Borough at the office of the Borough Clerk the purchase price in accordance with the provisions of the resolutions and agreement and requested that defendant convey to him the land described in the said resolutions and agreement.

9. Defendant through its elected or appointed officials refused to make the required conveyance of title.

10. Plaintiff then and now stands ready, willing and able to pay the purchase price.

WHEREFORE, plaintiff demands judgment:

(a) Requiring defendants specifically perform the agreement between the parties; and

(b) For damages incurred as consequences of the refusal and delay in conveying title; and

(c) If specific performance is not granted, judgment against defendants for damages such as would reasonably make plaintiff whole as if the agreement had been completed; and

(d) For costs and fees, including reasonable attorney fees, for this action.

COUNT 3

Plaintiffs, GENE S. MOHAN and DEBRA A. MOHAN, his wife, residing at 71 College Drive, the Township of Edison, County of Middlesex and State of New Jersey, say:

1. They repeat the allegations contained in Paragraphs 1-5 of Count 1 and reallege them and incorporate them herein as if more fully set forth at length herein.

2. On or about June 27, 1983, defendant Borough of South Plainfield was the owner of a certain tract of land known as Lot 3 in Block 398 in the Borough of South Plainfield, County of Middlesex and State of New Jersey and more specifically described in Exhibit 7 attached hereto and incorporated as if more fully set forth at length herein.

3. On or about the same date and time the said Borough by and through its Mayor and Council caused the said tract of land to be advertized for public sale by adoption of a resolution authorizing the same as set forth in Exhibit 8 attached hereto and incorporated as if fully set forth at length herein.

4. The proposed sale aforesaid was duly advertized on or about July 21, 1983, and July 28, 1983.

5. On or about August 8, 1985, the bid of the plaintiff to purchase the said property was accepted at a total purchase price of \$15,500.00 by resolution accepting the same as

set forth in Exhibit 9, attached hereto and incorporated as if more fully set forth at length herein.

6. The plaintiff deposited 10% of the purchase price as required by the terms of the sale set forth in the respective Exhibits.

7. On or about July 1, 1985, the defendant Borough of South Plainfield, by and through its municipal attorney, made demand upon plaintiff to consummate the aforesaid sale by tender of the balance of the purchase price on August 12, 1985, which date was subsequently amended to set August 23, 1985, as the date of closing of title thereto.

8. On August 23, 1985, during regular hours of the said Borough's offices, plaintiff tendered to the defendant Borough at the office of the Borough Clerk the purchase price in accordance with the provisions of the resolutions and agreement and requested that defendant convey to him the land described in the said resolutions and agreement.

9. Defendant through its elected or appointed officials refused to make the required conveyance of title.

10. Plaintiff then and now stands ready, willing and able to pay the purchase price.

WHEREFORE, plaintiff demands judgment:

(a) Requiring defendants specifically perform the agreement between the parties; and

(b) For damages incurred as consequences of the refusal and delay in conveying title; and

(c) If specific performance is not granted, judgment against defendants for damages such as would reasonably make plaintiff whole as if the agreement had been completed; and

(d) For costs and fees, including reasonable attorney fees, for this action.

COUNT 4

PLAINTIFF, VINCENT D. ORAZI, residing at 45 Princeton Avenue, in the Borough of Colonia, County of Middlesex and State of New Jersey, says:

1. He repeats the allegations contained in Paragraphs 1-5 of Count 1 and realleges them and incorporates them as if more fully set forth at length herein.

2. On or about June 11, 1984, defendant Borough of South Plainfield was the owner of a certain tract of land known as Lot 2.01 in Block 398 in the Borough of South Plainfield, County of Middlesex and State of New Jersey and more specifically described in Exhibit 10 attached hereto and incorporated as if more fully set forth at length herein.

3. On or about the same date and time the said Borough by and through its Mayor and Council caused the said tracts of land to be advertized for public sale, by adoption of a resolution authorizing the same as set forth in Exhibit 11,

attached hereto and incorporated as if fully set forth at length herein.

4. The proposed sale aforesaid was duly advertized on or about June 21, 1984, and June 28, 1984.

5. On or about July 9, 1984, the bid of the plaintiff to purchase the said property was accepted at a total purchase price of \$25,000.00 by resolution accepting the same as set forth in Exhibit 12, attached hereto and incorporated as if more fully set forth at length herein.

6. The plaintiff deposited 10% of the purchase price as required by the terms of the sale set forth in the respective Exhibits.

7. On or about July 1, 1985, the defendant Borough of South Plainfield, by and through its municipal attorney, made demand upon plaintiff to consummate the aforesaid sale by tender of the balance of the purchase price on August 12, 1985, which date was subsequently amended to set August 23, 1985, as the date of closing of title thereto.

8. On August 23, 1985, during regular hours of the said Borough's offices, plaintiff tendered to the defendant Borough at the office of the Borough Clerk the purchase price in accordance with the provisions of the resolutions and agreement and requested that defendant convey to him the land described in the said resolutions and agreement.

9. Defendant through its elected or appointed officials refused to make the required conveyance of title.

10. Plaintiff then and now stands ready, willing and able to pay the purchase price.

WHEREFORE, plaintiff demands judgment:

(a) Requiring defendants specifically perform the agreement between the parties; and

(b) For damages incurred as consequences of the refusal and delay in conveying title; and

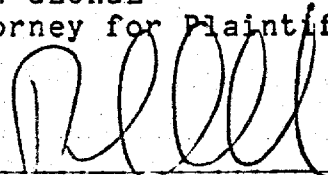
(c) If specific performance is not granted, judgment against defendants for damages such as would reasonably make plaintiff whole as if the agreement had been completed; and

(d) For costs and fees, including reasonable attorney fees, for this action.

DATED: October 16, 1985

JOHN GEORGE
Attorney for Plaintiffs

by:



PHILIP G. GEORGE
for the Office

5/18/84

LMC-22/84

METES AND BOUNDS DESCRIPTION
PART OF BLOCK 310, LOT 26
TO BE DEDICATED FOR ROAD WIDEN-
ING IN THE BOROUGH OF SOUTH
PLAINFIELD, NEW JERSEY

BEGINNING at a point of intersection formed by the westerly
sideline of MOOSE AVENUE (formerly WOOD STREET), having a 40-foot
R.O.W., and the northerly sideline of FARR AVENUE (formerly COLUMBUS
AVENUE), having a 40-foot R.O.W., as shown on the Tax Assessment
Maps of the Borough of South Plainfield, revised December 30, 1983,
and running thence:

- (1) N. 81° - 24' W. along the present northerly
sideline of FARR AVENUE a distance of 466.71
feet to a point on the westerly terminus of
FARR AVENUE; thence
- (2) N. 0° - 53' W. along the westerly terminus
of FARR AVENUE a distance of 5.07 feet to a
point; thence
- (3) S. 81° - 24' E. along the proposed northerly
sideline of FARR AVENUE a distance of 461.74
to a point; thence
- (4) N. 0° - 04' E. along the proposed westerly
sideline of MOOSE AVENUE a distance of 252.43
feet to a point; thence
- (5) N. 89° - 56' W. along the proposed southerly
sideline of DOYLE PLACE a distance of 198.41
feet to a point; thence

- (6) N. 0° - 45' E. along the continuation of the westerly terminus of DOYLE PLACE a distance of 5.00 feet to a point; thence
- (7) S. 89° - 56' E. along the present southerly sideline of DOYLE PLACE, having a 40' R.O.W., a distance of 203.35 feet to a point; thence
- (8) S. 0° - 04' W. along the present westerly sideline of MOOSE AVENUE a distance of 263.24 feet to the point and place of BEGINNING.

The foregoing description being intended to describe for road widening purposes a 5.00 foot wide strip of land containing 4615 square feet, contiguous to the northerly sideline of FARR AVENUE, the westerly sideline of MOOSE AVENUE, and the southerly sideline of DOYLE PLACE.

Being further described as portions of Lots 1 through 27, in Block 7, as shown on a map entitled, "PLAINFIELD PARK (SOUTH)", filed in the Middlesex County Clerk's Office on April 8, 1912, as Map No. 676, in File No. 469.

5/18/84

LMC-22/84

METES AND BOUNDS DESCRIPTION
PART OF BLOCK 310, LOT 26 IN
THE BOROUGH OF SOUTH PLAINFIELD
NEW JERSEY

BEGINNING at a point of intersection formed by the westerly
sideline of MOOSE AVENUE (formerly WOOD STREET), having a 40-foot
R.O.W., and the northerly sideline of FARR AVENUE (formerly COLUMBUS
AVENUE), having a 40-foot R.O.W., as shown on the Tax Assessment Maps
of the Borough of South Plainfield, revised December 30, 1983, and
running thence:

- (1) N. 81° - 24' W. along the northerly sideline
of FARR AVENUE a distance of 466.71 feet to
a point; thence
- (2) N. 0° - 53' W. along the rear line of lots
fronting on FREDERICK AVENUE a distance of
161.95 feet to a point; thence
- (3) S. 75° - 40' E. a distance of 267.96 feet to
a point; thence
- (4) N. 0° - 45' E. a distance of 98.07 feet to a
point; thence
- (5) S. 89° - 56' E. along the southerly sideline
of DOYLE PLACE (40' R.O.W.) a distance of 203.35
feet to a point of intersection with the westerly
sideline of MOOSE AVENUE; thence
- (6) S. 0° - 04' W. along the westerly sideline of
MOOSE AVENUE a distance of 263.24 feet to the
point and place of BEGINNING.

Excepting, therefrom, a strip of land for road widening purposes 5.00 feet in width, contiguous to the northerly sideline of FARR AVENUE, the westerly sideline of MOOSE AVENUE, and the southerly sideline of DOYLE PLACE, containing 4,615 square feet, more particularly described as follows:

BEGINNING at a point of intersection formed by the westerly sideline of MOOSE AVENUE (formerly WOOD STREET) having a 40-foot R.O.W., and the northerly sideline of FARR AVENUE (formerly COLUMBUS AVENUE) having a 40-foot R.O.W., as shown on the Tax Assessment Maps of the Borough of South Plainfield, revised December 30, 1983, and running thence:

- (1) N. 81° - 24' W. along the present northerly sideline of FARR AVENUE a distance of 466.71 feet to a point on the westerly terminus of FARR AVENUE; thence
- (2) N. 0° - 53' W. along the westerly terminus of FARR AVENUE a distance of 5.07 feet to a point; thence
- (3) S. 81° - 24' E. along the proposed northerly sideline of FARR AVENUE a distance of 461.74 to a point; thence
- (4) N. 0° - 04' E. along the proposed westerly sideline of MOOSE AVENUE a distance of 252.43 feet to a point; thence
- (5) N. 89° - 56' W. along the proposed southerly sideline of DOYLE PLACE a distance of 198.71 feet to a point; thence

- (6) N. 0° - 45' E. along the continuation of the westerly terminus of DOYLE PLACE a distance of 5.00 feet to a point; thence
- (7) S. 89° - 56' E. along the present southerly sideline of DOYLE PLACE, having a 40-foot R.O.W., a distance of 203.35 feet to a point; thence
- (8) S. 0° - 04' W. along the present westerly sideline of MOOSE AVENUE a distance of 263.24 feet to the point and place of BEGINNING.

The foregoing description being intended to describe portions Lots 1 through 27, in Block 7, as shown on a map entitled, "PLAINFIELD PARK (SOUTH)", filed in the Middlesex County Clerk's Office on April 8, 1912, as Map No. 676, in File No. 469.

Containing 84,256 square feet.

It is resolved, by the Mayor and Council of the Borough of South Plainfield.

New Jersey, that:

The Clerk advertise in The Reporter on May 24 and June 1, 1984 the sale of property known as part of lot 6 in block 438 as more particularly described in Schedule "A" attached hereto and part of lot 26 in block as more particularly describe in Schedule "B" attached hereto, said property being owned by the Borough of South Plainfield and not needed public purpose or use, sale to be held on June 11, 1984 at 8:00 P.M. in the Municipal Building, South Plainfield, N. J. and will be made subject to the following conditions:

1. That conveyance by the Borough of South Plainfield shall be by bargain and sale deed, without covenants, and without representations as to the marketability of title. In the event the purchaser shall determine that title of the property in question shall not be good and marketable, any questions as to marketability of title shall be submitted to the Borough Clerks Office within 45 days of the date of sale. In the event said questions have not been raised within said 45 day period, then and in that event all questions relating to the marketability of title shall be deemed waived and this matter shall proceed to closing of title within 90 days of the date of sale.
2. Easements, both of record and not of record.
3. Restrictions of record.
4. Zoning ordinance of the Borough of South Plainfield as presently constituted without representations as to the use to which said property can be put.
5. In the event that the purchaser is unable to close title within ninety (90) days of the date of sale, they shall forward to the Borough of South Plainfield a check representing the balance of the purchase price to be held by the Borough until closing of title.
6. In the event that the purchaser fails or refuses to close title and/or pay the consideration therefor within the time period stated herein, then in that event, the Borough of South Plainfield may, at its own option, exercise any or all of the following rights:
 - (a) Declare the transaction null and void and the purchasers deposit shall be retained by the Borough as liquidated damages.
 - (b) Any other rights as provided by law which may be available to the Borough.
7. The cost of advertising, preparation and filing of the deed shall be paid by the purchaser.
8. All costs of subdivision, including but not limited to on site and site improvements as required by appropriate Borough Boards, Agencies and Officers, shall be paid by the purchaser.

(SEAL)

Approved May 14, 1984

.....
Clerk of the Borough of South Plainfield

.....
Mayor of the Borough of South Plainfield

I certify the foregoing to be a true and correct abstract of a resolution regularly passed at a meeting of the Common Council of the Borough of South Plainfield, held

..... May 14, 1984.....

and in that respect a true and correct copy of its minutes.

.....
Clerk of the Borough of South Plainfield

.....
COMMITTEE
.....

Be it resolved, by the Mayor and Council of the Borough of South Plainfield, New Jersey, that:

The bid of Lawrence Massaro in the amount of \$53,125.00 for property known as part of lot 6 in block 438 be accepted, said property being owned by the Borough of South Plainfield and not needed for public purpose or use, sale being made subject to the conditions advertised.

(SEAL)

Approved June 11, 1984

[Signature]
.....
Clerk of the Borough of South Plainfield

s/ Michael English.....
Mayor of the Borough of South Plainfield

I certify the foregoing to be a true and correct abstract of a resolution regularly passed at a meeting of the Common Council of the Borough of South Plainfield, held

..... June 11, 1984

and in that respect a true and correct copy of its minutes.

[Signature]
.....
Clerk of the Borough of South Plainfield

.....
.....
..... } COMMITTEE

Be it resolved, by the Mayor and Council of the Borough of South Plainfield, New Jersey, that:

The bid of Lawrence Massaro in the amount of \$106,500.00 for property known as part of lot 26 in block 310 be accepted, said property being owned by the Borough of South Plainfield and not needed for public purpose or use, sale being made subject to the conditions advertised.

(SEAL)

Approved June 11 19 84

William DeLorto
.....
Clerk of the Borough of South Plainfield

s/ Michael English
Mayor of the Borough of South Plainfield

I certify the foregoing to be a true and correct abstract of a resolution regularly passed at a meeting of the Common Council of the Borough of South Plainfield, held

..... June 11, 1984

and in that respect a true and correct copy of its minutes

William DeLorto
.....
Clerk of the Borough of South Plainfield

.....
.....
..... } COMMITTEE

7/11/84

LMC-11/84

SCHEDULE "A"

METES AND BOUNDS DESCRIPTION
PORTION OF LOT 1.01 IN BLOCK 427
AND
PORTION OF LOT 4.01 IN BLOCK 448

BEGINNING at a point on the easterly sideline of SOUTH CLINTON AVENUE (80' R.O.W.). Said point being N. 0° - 17' E., distant 530.00 feet from the northerly sideline of POMPONIO AVENUE (60' R.O.W.), as shown on the Tax Assessment Maps of the Borough of South Plainfield and running thence:

- (1) N. 0° - 17' E. along the easterly sideline of SOUTH CLINTON AVENUE, a distance of 363.43 feet,
- (2) S. 76° - 52' - 30" E. along the southerly boundaries of Lot 11.02 in Block 449, and Lot 30.01 in Block 308, a distance of 1194.92 feet, more or less, to a point; thence
- (3) S. 85° - 15' E. along the southerly boundaries of Lot 53 in Block 308, Lot 34 in Block 427, and along the rear line of lots fronting on CHRISTOPHER AVENUE, a distance of 953.96 feet, more or less, to a point on the westerly sideline of the proposed extension of RUSH STREET (50' R.O.W.); thence the following three courses along the last mentioned westerly sideline:
 - (4) Southerly along a curve to the left, having a radius of 325.00 feet, an arc length distance of 63.41 feet, more or less, to a point of tangency; thence
 - (5) S. 14° - 59' - 30" E. a distance of 100.00 feet, more or less, to a point of curvature; thence

Land Sale - P/O Lot 1.01 in Block 427
P/O Lot 4.01 in Block 448

- (6) Southerly along a curve to the right, having a radius of 275.00 feet, an arc length distance of 94.75 feet, more or less, to a point of tangency on the westerly sideline of SECOND PLACE (50' R.O.W.); thence
- (7) S. 4° - 45' W. along the westerly sideline of SECOND PLACE, a distance of 1.61 feet, more or less, to a point; thence
- (8) N. 85° - 15' W. a distance of 100.00 feet to a point; thence
- (9) S. 4° - 45' W. a distance of 350.00 feet to a point on the northerly sideline of POMPONIO AVENUE (50' R.O.W.); thence
- (10) N. 85° - 15' W. along the northerly sideline of POMPONIO AVENUE, a distance of 410.32 feet, more or less, to a point; thence
- (11) N. 89° - 43' W. still along the northerly sideline of POMPONIO AVENUE, a distance of 275.14 feet, more or less, to a point; thence
- (12) N. 1° - 15' - E. a distance of 10.00 feet to a point on the northerly sideline of POMPONIO AVENUE (60' R.O.W.); thence
- (13) N. 89° - 43' W. along the northerly sideline of POMPONIO AVENUE, a distance of 535.86 feet, more or less, to a point; thence
- (14) N. 0° - 17' E. along the easterly boundary of Lot 1 in Block 448, a distance of 530.00 feet to a point; thence
- (15) N. 89° - 43' W. along the northerly boundary of Lot 1

Land Sale - P/O Lot 1.01 in Block 427
P/O Lot 4.01 in Block 448

in Block 448, a distance of 815.00 feet to a point on the easterly sideline of SOUTH CLINTON AVENUE, the point and place of BEGINNING.

Being further described as portions of Lot 1.01 in Block 427 and Lot 4.01 in Block 448. Containing 23.33 acres, more or less, subject to disclosures of an accurate survey. Subject to all easements of record and not of record, including drainage easements as recorded in Book 3208, Page 388, and Book 3281, Page 381.

Be it resolved, by the Mayor and Council of the Borough of South Plainfield,

New Jersey, that:

The Clerk advertise in The Reporter on July 26, 1984 and on August 2, 1984 the sale of property known as part of lot 4.01 in block 448 and part of lot 1.01 in block 427 as more particularly described in Schedule "A" attached hereto, said property being owned by the Borough of South Plainfield and not needed for public purpose or use, sale to be made at 8:00 P.M. Aug. 13, 1984 in the Municipal Building, South Plainfield, N.J. and will be made subject to the following conditions:

1. That conveyance by the Borough of South Plainfield shall be by bargain and sale deed, without covenants, and without representations as to the marketability of title. In the event the purchaser shall determine that title of the property in question shall not be good and marketable, any questions as to marketability of title shall be submitted to the Borough Clerks Office within 45 days of the date of sale. In the event said questions have not been raised within said 45 day period, then and in that event all questions relating to the marketability of title shall be deemed waived and this matter shall proceed to closing of title within 90 days of the date of sale.

2. Easements, both of record and not of record.

3. Restrictions of record.

4. Zoning ordinance of the Borough of South Plainfield as presently constituted without representations as to the use to which said property can be put.

5. In the event that the purchaser is unable to close title within (180) days of the date of sale, they shall forward to the Borough of South Plainfield a check representing the balance of the purchase price to be held by the Borough until closing of title.

6. In the event that the purchaser fails or refuses to close title and/or pay the consideration therefor within the time period stated herein, then in that event, the Borough of South Plainfield may, at its own option, exercise any or all of the following rights:

(a) Declare the transaction null and void and the purchasers deposit shall be retained by the Borough as liquidated damages.

(b) Any other rights as provided by law which may be available to the Borough.

7. The cost of advertising, preparation and filing of the deed shall be paid by the purchaser.

8. All costs of sub-division, including but not limited to on site or off site improvements as required by appropriate Borough Boards, Agencies and Officers, shall be paid by the purchaser.

(SEAL)

W. A. ...
Clerk of the Borough of South Plainfield

Approved June 11 1984

.....
Mayor of the Borough of South Plainfield

I certify the foregoing to be a true and correct abstract of a resolution regularly passed at a meeting of the Common Council of the Borough of South Plainfield, held

June 11, 1984

and in that respect a true and correct copy of its minutes.

W. A. ...
Clerk of the Borough of South Plainfield

.....
.....
..... } COMMITTEE

Be it resolved, by the Mayor and Council of the Borough of South Plainfield,
New Jersey, that:

The bid of Lawrence Massaro, 3122 Woodland Avenue,
South Plainfield, N. J. in the amount of \$1,270,318.50 for
property known as a portion of lot 1.01 in block 427 and a
portion of lot 4.01 in block 448 as more particularly described
in schedule "A" attached hereto be accepted, said property being
owned by the Borough of South Plainfield and not needed for public
purpose or use, sale being made subject to the conditions advertised.

(SEAL)

Approved August 13....., 1984

Will DeLoach
.....
Clerk of the Borough of South Plainfield

s/ Michael English
.....
Mayor of the Borough of South Plainfield

I certify the foregoing to be a true and correct
abstract of a resolution regularly passed at a meet-
ing of the Common Council of the Borough of
South Plainfield, held

..... August 13, 1984.....

and in that respect a true and correct copy of
its minutes

Will DeLoach
.....
Clerk of the Borough of South Plainfield

.....
.....
..... } COMMITTEE

6/7/84

LMC-43-84

METES AND BOUNDS DESCRIPTION
OF PART OF LOT 2.01, BLOCK 398
IN THE
BOROUGH OF SOUTH PLAINFIELD
NEW JERSEY

BEGINNING at a point on the easterly sideline of HARVARD AVENUE (50' R.O.W.). Said point being S. - 13° - 57' E., distant 125.00 feet from the intersection of the aforementioned sideline and the southerly sideline of SMITH STREET (50' R.O.W.), as shown on the Tax Assessment Maps of the Borough of South Plainfield, revised December 30, 1983, and running thence:

- (1) N. 76° - 03' E. a distance of 100.00 feet to a point; thence
- (2) S. 13° - 57' E. a distance of 200.00 feet to a point; thence
- (3) S. 76° - 03' W. a distance of 100.00 feet to a point on the easterly sideline of HARVARD AVENUE; thence
- (4) N. 13° - 57' W. along the easterly sideline of HARVARD AVENUE, a distance of 200.00 feet to the point and place of BEGINNING.

Being further shown and designated as Lots 6 through 13, inclusive, in Block "Q" on a map entitled, "Section Four - Plainfield Terrace" filed in the Middlesex County Clerk's Office on August 3, 1920, as Map No. 932, in File No. 562.

Containing 20,000 square feet.

**Be it resolved, by the Mayor and Council of the Borough of South Plainfield,
New Jersey, that:**

The Clerk advertise in The Reporter on June 21, 1984 and June 28, 1984 the sale of property known as part of lot 2.01 in block 398 as more particularly described in Schedule "A" attached hereto, said property being owned by the Borough of South Plainfield and not needed for public purpose or use, sale to be held at 8:00 P.M. July 9, 1984 in the Municipal Building, South Plainfield, N. J. and will be made subject to the following conditions:

1. That conveyance by the Borough of South Plainfield shall be by bargain and sale deed, without covenants, and without representations as to the marketability of title. In the event the purchaser shall determine that title of the property in question shall not be good and marketable, any questions as to marketability of title shall be submitted to the Borough Clerks Office within 45 days of the date of sale. In the event said questions have not been raised within said 45 day period, then and in that event all questions relating to the marketability of title shall be deemed waived and this matter shall proceed to closing of title within 90 days of the date of sale.
2. Easements, both of record and not of record.
3. Restrictions of record.
4. Zoning ordinance of the Borough of South Plainfield as presently constituted without representations as to the use to which said property can be put.
5. In the event that the purchaser is unable to close title within ninety (90) days of the date of sale, they shall forward to the Borough of South Plainfield a check representing the balance of the purchase price to be held by the Borough until closing of title.
6. In the event that the purchaser fails or refuses to close title and/or pay the consideration therefor within the time period stated herein, then in that event, the Borough of South Plainfield may, at its own option, exercise any or all of the following rights:
 - (a) Declare the transaction null and void and the purchasers deposit shall be retained by the Borough as liquidated damages.
 - (b) Any other rights as provided by law which may be available to the Borough.
7. The cost of advertising, preparation and filing of the deed shall be paid by the purchaser.
8. All costs of sub-division, including but not limited to on site and off site improvements as required by appropriate Borough Boards, Agencies and Officers, shall be paid by the purchaser.

(SEAL)

Approved June 11....., 19 84

.....
Clerk of the Borough of South Plainfield

.....
Mayor of the Borough of South Plainfield

I certify the foregoing to be a true and correct abstract of a resolution regularly passed at a meeting of the Common Council of the Borough of South Plainfield, held

..... July 11, 1984.....

and in that respect a true and correct copy of its minutes.

.....
} COMMITTEE
.....

.....
Clerk of the Borough of South Plainfield

Be it resolved, by the Mayor and Council of the Borough of South Plainfield,
New Jersey, that:

The bid of Vincent P. Orazi, 43 Princeton Avenue,
Colonia, N. J. in the amount of \$25,000.00 for property known
as part of lot 2.01 in block 398 be accepted, said property
being owned by the Borough of South Plainfield and not needed
for public purpose or use, sale being made subject to the
conditions advertised.

(SEAL)

Approved July 9 1984

.....
Clerk of the Borough of South Plainfield

.....
Mayor of the Borough of South Plainfield

I certify the foregoing to be a true and correct
abstract of a resolution regularly passed at a meet-
ing of the Common Council of the Borough of
South Plainfield, held

..... July 9, 1984

and in that respect a true and correct copy of
its minutes.

.....
Clerk of the Borough of South Plainfield

} COMMITTEE

6/29/83

L.M.C. 22/83

#83-217

METES AND BOUNDS DESCRIPTION OF
A PORTION OF LOT 3 IN BLOCK 398
BOROUGH OF SOUTH PLAINFIELD
MIDDLESEX COUNTY, NEW JERSEY

BEGINNING at a point of intersection formed by the southerly sideline of SMITH STREET (50' R.O.W.) and the easterly sideline of HARVARD AVENUE (50' R.O.W.) as shown on the Tax Assessment Maps of the Borough of South Plainfield, revised December 17, 1982, and running thence:

- (1) N. 76° - 03' E. along the southerly sideline of SMITH STREET, a distance of 100.00 feet to a point;
thence
- (2) S. 13° - 57' E. a distance of 125.00 feet to a point;
thence
- (3) S. 76° - 03' W. a distance of 100.00 feet to a point on the easterly sideline of HARVARD AVENUE; thence
- (4) N. 13° - 57' W. along the easterly sideline of HARVARD AVENUE, a distance of 125.00 feet to the point and place of BEGINNING.

Being further designated as Lots 1 through 5, inclusive in Block Q on a map entitled "Section Four - Plainfield Terrace", filed in the Middlesex County Clerk's Office, August 3, 1920, as Map No. 932, in File No. 562.

Containing an area of 12,500 square feet.

JA/cmp

It is resolved, by the Mayor and Council of the Borough of South Plainfield,

New Jersey, that:

The Clerk advertise in The Reporter on July 21, 1983 and July 28, 1983 the sale of property known as part of lot 3 in block 398 as more particularly described in Schedule "A" attached hereto and made a part hereof, said property being owned by the Borough of South Plainfield and not needed for public purpose or use, sale to be held at 8:00 PM August .8, 1983 in the Municipal Building, South Plainfield, N. J. and will be made subject to the conditions following:

1. That conveyance by the Borough of South Plainfield shall be by bargain and sale deed, without covenants, and without representations as to the marketability of title. In the event the purchaser shall determine that title to the property in question shall not be good and marketable, any questions as to marketability of title shall be submitted to the Borough Clerks Office within 45 days of the date of sale. In the event said questions have not been raised within said 45 day period, then and in that event all questions relating to the marketability of title shall be deemed waived and this matter shall proceed to closing of title within 90 days of the date of sale.
2. Easements, both of record and not of record.
3. Restrictions of record.
4. Zoning ordinance of the Borough of South Plainfield as presently constituted without representations as to the use to which said property can be put.
5. In the event that the purchaser fails or refuses to close title and/or pay the consideration therefor within the time period stated herein, then in that event, the Borough of South Plainfield may, at its own option, exercise any or all of the following rights:
 - (a) Declare the transaction null and void
 - (b) Charge the purchaser with stipulated damages to include interest on the purchase price at the rate of 8% (per cent) per year plus \$1.00 per day to be computed from the date of the sale to the date of closing of title or date of rescision by the Borough.
 - (c) Any other rights as provided by law which may be available to the Borough.
6. The cost of advertising, preparation and filing of the deed shall be paid by the purchaser.
7. The purchaser shall make application for any required sub-division.

(SEAL)

Approved June 27, 1983

..... *[Signature]*
Clerk of the Borough of South Plainfield

s/ Michael English.....
Mayor of the Borough of South Plainfield

I certify the foregoing to be a true and correct abstract of a resolution regularly passed at a meeting of the Common Council of the Borough of South Plainfield, held

June 27, 1983

and in that respect a true and correct copy of its minutes.

..... *[Signature]*
Clerk of the Borough of South Plainfield

COMMITTEE

Be it resolved, by the Mayor and Council of the Borough of South Plainfield, New Jersey, that:

The bid of Gene S. and Debra A. Mohan, 71 College Drive, Edison, New Jersey in the amount of \$15,500.00 for property known as part of lot 3 in block 398, as more particularly described in Schedule "A" attached hereto and made a part hereof, be accepted; said property being owned by the Borough of South Plainfield and not needed for public purpose or use, sale being made subject to the conditions advertised. (LMC/22-83)

(SEAL)

Approved August 8, 1983

Wanda L. Lohr
Clerk of the Borough of South Plainfield

s/ Michael English
Mayor of the Borough of South Plainfield

I certify the foregoing to be a true and correct abstract of a resolution regularly passed at a meeting of the Common Council of the Borough of South Plainfield, held

..... August 8, 1983

and in that respect a true and correct copy of its minutes.

Wanda L. Lohr
Clerk of the Borough of South Plainfield

.....
.....
.....
} COMMITTEE

Res 3-1

374

Be it resolved, by the Mayor and Council of the Borough of South Plainfield, New Jersey, that:

TIME OF THE ESSENCE, be and hereby is declared to be made for the payment, to the Borough of South Plainfield, of the balance of the consideration due from LAWRENCE MASSARO of 3122 Woodland Avenue, South Plainfield, New Jersey, under the provisions of the Resolution of the Mayor and Council of the Borough of South Plainfield, dated May 14, 1984, and in particular paragraph 5 of said Resolution, said payment to be made no later than August 23, 1985 at 5:00 P.M. at the office of the Borough Clerk, located at 2480 Plainfield Avenue, South Plainfield, New Jersey, and that a certified copy of this Resolution be served upon the said LAWRENCE MASSARO or his designated legal representative on August 13, 1985.

(SEAL)

Approved AUG 12 1985 19

W. L. ...
Clerk of the Borough of South Plainfield

.....
Mayor of the Borough of South Plainfield

I certify the foregoing to be a true and correct abstract of a resolution regularly passed at a meeting of the Common Council of the Borough of South Plainfield, held

AUG 12 1985

and in that respect a true and correct copy of its minutes.

W. L. ...
Clerk of the Borough of South Plainfield

.....
} COMMITTEE
.....
.....

Be it resolved, by the Mayor and Council of the Borough of South Plainfield, New Jersey, that:

TIME OF THE ESSENCE, be and hereby is declared to be made for the payment, to the Borough of South Plainfield, of the balance of the consideration due from LAWRENCE MASSARO of 3122 Woodland Avenue, South Plainfield, New Jersey, under the provisions of the Resolution of the Mayor and Council of the Borough of South Plainfield, dated August 13, 1984, and in particular paragraph 5 of said Resolution, said payment to be made no later than August 23, 1985 at 5:00 P.M. at the office of the Borough Clerk, located at 2480 Plainfield Avenue, South Plainfield, New Jersey, and that a certified copy of this Resolution be served upon the said LAWRENCE MASSARO or his designated legal representative on August 13, 1985.

(SEAL)

Approved AUG 12 1985 19

..... *William P. ...*
Clerk of the Borough of South Plainfield

.....
Mayor of the Borough of South Plainfield

I certify the foregoing to be a true and correct abstract of a resolution regularly passed at a meeting of the Common Council of the Borough of South Plainfield, held

AUG 12 1985

and in that respect a true and correct copy of its minutes.

..... *William P. ...*
Clerk of the Borough of South Plainfield

..... }
..... } COMMITTEE
..... }

Be it resolved, by the Mayor and Council of the Borough of South Plainfield, New Jersey, that:

TIME OF THE ESSENCE, be and hereby is declared to be made for the payment, to the Borough of South Plainfield, of the balance of the consideration due from VINCENT P. ORAZI of 43 Princeton Avenue, Colonia, New Jersey, under the provisions of the Resolution of the Mayor and Council of the Borough of South Plainfield, dated June 11, 1984, and in particular paragraph 5 of said Resolution, said payment to be made no later than August 23, 1985 at 5:00 P.M. at the office of the Borough Clerk, located at 2480 Plainfield Avenue, South Plainfield, New Jersey, and that a certified copy of this Resolution be served upon the said VINCENT P. ORAZI or his designated legal representative on August 13, 1985.

AUG 12 1985

Approved 19

(SEAL)

[Signature]
.....
Clerk of the Borough of South Plainfield

.....
Mayor of the Borough of South Plainfield

I certify the foregoing to be a true and correct abstract of a resolution regularly passed at a meeting of the Common Council of the Borough of South Plainfield, held

AUG 12 1985

.....
and in this respect a true and correct copy of its minutes.

[Signature]
.....
Clerk of the Borough of South Plainfield

.....
} COMMITTEE
.....
.....

Be it resolved, by the Mayor and Council of the Borough of South Plainfield, New Jersey, that:

TIME OF THE ESSENCE, be and hereby is declared to be made for the payment, to the Borough of South Plainfield, of the balance of the consideration due from VINCENT P. ORAZI of 43 Princeton Avenue, Colonia, New Jersey, under the provisions of the Resolution of the Mayor and Council of the Borough of South Plainfield, dated June 11, 1984, and in particular paragraph 5 of said Resolution, said payment to be made no later than August 23, 1985 at 5:00 P.M. at the office of the Borough Clerk, located at 2480 Plainfield Avenue, South Plainfield, New Jersey, and that a certified copy of this Resolution be served upon the said VINCENT P. ORAZI or his designated legal representative on August 13, 1985.

AUG 12 1985

Approved 19

(SEAL)

[Signature]
.....
Clerk of the Borough of South Plainfield

.....
Mayor of the Borough of South Plainfield

I certify the foregoing to be a true and correct abstract of a resolution regularly passed at a meeting of the Common Council of the Borough of South Plainfield, held

AUG 12 1985

.....
and in that respect a true and correct copy of its minutes.

[Signature]
.....
Clerk of the Borough of South Plainfield

..... }
..... } COMMITTEE
..... }