



Township of Jackson

95 West Veterans Highway | Jackson, NJ 08527 | (732) 928-1200

Office of the Township Clerk

MARY MOSS, RMC
TOWNSHIP CLERK

January 17, 2023

Re: Addendum/Revision to Public Agenda

The following updates has been included for the January 17, 2023 Township Council Agenda:

1. ADD- Ordinance ORD5-23

AN ORDINANCE OF THE TOWNSHIP OF JACKSON, COUNTY OF OCEAN, STATE OF NEW JERSEY AUTHORIZING THE EXCHANGE OF LANDS BETWEEN THE TOWNSHIP OF JACKSON AND BELLEVUE ESTATES, LLC PURSUANT TO N.J.S.A. 40A:12-16

Respectfully,
Mary Moss, RMC
mmoss@jacksontwpnj.net

**TOWNSHIP OF JACKSON
ORDINANCE 5-23**

**AN ORDINANCE OF THE TOWNSHIP OF JACKSON, COUNTY OF
OCEAN, STATE OF NEW JERSEY AUTHORIZING THE
EXCHANGE OF LANDS BETWEEN THE TOWNSHIP OF JACKSON
AND BELLEVUE ESTATES, LLC PURSUANT TO N.J.S.A. 40A:12-16**

NOW, THEREFORE, BE IT ORDAINED, by the Township Council of the Township of Jackson, County of Ocean, State of New Jersey, as follows:

SECTION 1. Purpose: Bellevue Estates, LLC is currently the owner of certain real property located in the Township of Jackson, known as Lots 58 and 58Q in Block 3902, as shown on the Official Tax Maps of Jackson Township. Bellevue Estates, LLC is currently completing an application before the Jackson Township Planning Board to construct, as of right, four different educational institutions on the subject property. The Applicant does not require any variance relief for the plan as presented to the Planning Board. The Township of Jackson is the owner of various lots and blocks located in the easterly portion of Jackson Township off of White Road and Bellevue Avenue, along the border of Lakewood Township. These Township owned properties are shown on the attached Exhibit A. The total size of the Township's parcel equals approximately 42.51 acres, inclusive of certain lots, which are not actually owned by the Township of Jackson, including Lots 84, 90, 103 and 112 in Block 21601. The Township has determined that it would be in the best interest of the municipality to exchange the lands it owns as identified above with the lands owned by Bellevue Estates, LLC thereby exchanging said properties between the parties.

SECTION 2. Authorization: Pursuant to N.J.S.A. 40A:12-2, a municipality may, pursuant to N.J.S.A. 40A:12-16, agree to enter into an agreement for the exchange of lands which is in the best interest of the municipality. The Township has determined that the lands it owns as identified above, should be transferred to the Bellevue Estates, LLC in return of the lands owned by Bellevue Estates, LLC known as Lots 58 and 58Q in Block 3902 as shown on the Township's tax maps. The Township has determined that the properties are of substantially equal value and it is more beneficial to the Township to

obtain title to the Bellevue Estates, LLC property than it is for it to continue to remain the owner of the various blocks and lots currently owned by the municipality. As a result, this Ordinance authorizes the exchange of said lands pursuant to N.J.S.A. 40A:12-16 between the Township of Jackson and Bellevue Estates, LLC, in accordance with the terms and conditions of a proposed Contract for same as set forth and attached hereto as Exhibit B. Upon the adoption of this ordinance, the Mayor, Township Clerk and Township Professionals, be and they are hereby authorized to execute any and all documents necessary to implement the intent of this ordinance.

SECTION 3. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held to be invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. This ordinance shall take effect after second reading and publication as required by law.

DATE: _____

MAYOR MICHAEL REINA

NOTICE OF PENDING ORDINANCE

NOTICE IS HEREBY GIVEN that the foregoing Ordinance was introduced and passed by the Township Council on first reading at a meeting of the Township Council of the Township of Jackson held on the **17th day of January, 2023**, and will be considered for second reading and final passage at a regular meeting of the Township Council to be held on the **14th day of February, 2023**, at 7pm p.m., at the Township Municipal Building, located at 95 West Veterans Highway, Jackson, New Jersey, at which time and place any persons desiring to be heard upon the same will be given the opportunity to be so heard.

MARY MOSS, RMC
Jackson Township Clerk

EXHIBIT A

Block	Lot(s)	Property Location	Acreage
21501	17.01	BELNAIR AVENUE	2.11 ac
21503	1	CEDARHURST AVENUE	0.08 ac
21503	2	CEDARHURST AVENUE	0.49 ac
21503	3	OAKHURST AVENUE (REAR)	0.09 ac
21503	4	OAKHURST AVENUE	0.27 ac
21503	5	OAKHURST AVENUE	0.34 ac
21503	6	CEDARHURST AVENUE	0.34 ac
21503	7	CEDARHURST AVENUE	0.31 ac
21601	2	BELNAIR AVENUE	0.17 ac
21601	3	BELNAIR AVENUE	0.17 ac
21601	4	BELNAIR AVENUE	0.14 ac
21601	5	BELNAIR AVENUE	0.35 ac
21601	6, 10, 12, 16	BELNAIR AVENUE	0.83 ac
21601	7	BELNAIR AVENUE	0.21 ac
21601	8	BELNAIR AVENUE	0.21 ac
21601	9	BELNAIR AVENUE	0.21 ac
21601	11	BELNAIR AVENUE	0.14 ac
21601	13	BELNAIR AVENUE	0.24 ac
21601	14	BELNAIR AVENUE	0.83 ac
21601	15	BELNAIR AVENUE	0.14 ac
21601	17	BELNAIR AVENUE	0.14 ac
21601	18, 19	BELNAIR AVENUE	0.31 ac
21601	20, 21	BELNAIR AVENUE	0.31 ac
21601	22, 23	BELNAIR AVENUE	0.36 ac
21601	30	BELNAIR AVENUE	0.31 ac
21601	31	BELNAIR AVENUE	0.14 ac
21601	32	BELNAIR AVENUE	0.14 ac
21601	33	BELNAIR AVENUE	0.14 ac
21601	34	BELNAIR AVENUE	0.34 ac
21601	35	BELNAIR AVENUE	0.13 ac
21601	36	BELNAIR AVENUE	0.07 ac
21601	37	BELNAIR AVENUE	0.21 ac

Property Description (Cont'd)

Block	Lot(s)	Property Location	Acreage
21601	38	BELNAIR AVENUE	0.14 ac
21601	39	BELNAIR AVENUE	0.14 ac
21601	40	BELNAIR AVENUE	0.21 ac
21601	41	BELNAIR AVENUE	0.28 ac
21601	42	BELNAIR AVENUE	0.41 ac
21601	43	BELNAIR AVENUE	0.14 ac
21601	44	BELNAIR AVENUE	0.31 ac
21601	45	BELNAIR AVENUE	0.34 ac
21601	46	MAPLEHURST AVENUE	0.34 ac
21601	47	MAPLEHURST AVENUE	0.31 ac
21601	48	MAPLEHURST AVENUE	0.31 ac
21601	49, 50	MAPLEHURST AVENUE	0.31 ac
21601	51	MAPLEHURST AVENUE	0.62 ac
21601	52	MAPLEHURST AVENUE	0.31 ac
21601	53	MAPLEHURST AVENUE	0.31 ac
21601	54,24,25,26,27,28,29,55,57-62	MAPLEHURST AVENUE	2.26 ac
21601	56	MAPLEHURST AVENUE	0.31 ac
21601	84	CEDARHURST AVENUE	0.84 ac
21601	85,63-83,86-89,91-98,114-122	CEDARHURST AVENUE	6.41 ac
21601	90	CEDARHURST AVENUE	0.31 ac
21601	103	CEDARHURST AVENUE	0.31 ac
21601	112	BELLEVUE AVENUE	0.65 ac
21601	113,99-102,104-111,	OAKHURST AVENUE	5.04 ac
21601	137,125-136,138-147	BELLEVUE AVENUE (REAR)	4.37 ac
21601	152,148,149,150,151	PLUMHURST AVENUE (REAR)	0.27 ac
21601	202	WHITE ROAD	0.44 ac

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Note: Property data from Jackson Twp Municipal Tax Records

TOTAL LOTS: 35.46 ac
 ROAD VACATION: 7.05 ac
 TOTAL: 42.51 ac

* Not owned by Township.

EXHIBIT B

Contract for Exchange of Real Estate

This Agreement, made this _____ day of _____, 2022 (the "Effective Date"),

BETWEEN: Bellevue Estates LLC
305 Main Street
Lakewood, NJ 08701
(hereinafter designated as "Bellevue")

AND: Jackson Township
95 West Veterans Highway
Jackson, NJ 08527
(hereinafter designated as the "Township")

Wherein either Bellevue or the Township is the Grantor of the property, it will be referred to as Grantor herein, and wherein acting as Grantee, it will be referred to as Grantee.

WITNESSETH:

1. **PROPERTY SOLD.** Bellevue and Township agree to exchange the properties described in this contract. The properties to be exchanged for \$1.00 each consist of (a) the land and improvements on the land and (b) all the Grantor's rights relating to the land. The property to be exchanged from Bellevue to Township is known as Block 3902, Lots 58 and 58QFarm, Jackson, New Jersey. The property to be exchanged from Township to Bellevue is referred on the attached Schedule A consisting of multiple tax blocks and lots in Jackson, New Jersey.

Pursuant to N.J.S.A. 40A:12-2(a), a local municipality may obtain title to property through acquisition by gift, devise, purchase, exchange, grant, lease, condemnation or installment purchase agreement unless otherwise indicated. Likewise, pursuant to N.J.S.A.

40A:12-2(i), if a municipality wishes to exchange real property, same is not considered a sale of said estate or interest therein in accordance with N.J.S.A. 40A:12-5. Finally, pursuant to a New Jersey Local Lands and Building law, specifically N.J.S.A. 40A:12-16, a municipality, may by ordinance, exchange any lands or rights or interests therein owned by the municipality for other lands or interest therein desired for public use.

The Township of Jackson has determined that the property identified herein, as shown on attached Exhibit A, which is owned by the Township of Jackson, is to be exchanged for property currently owned by Bellevue Estate, LLC, and is of substantially equal value and the acquisition of said property by the Township from Bellevue Estates, LLC, is more advantageous to the municipality for public use than the lands or rights or interest therein to be conveyed by the municipality to Bellevue Estates, LLC and that it is in the public interest, that such exchange of lands be consummated.

2. **CONSIDERATION.** The Parties acknowledge that in reaching the determination that the exchange of properties here is of equal value, have relied upon the professional appraisal reports of the Township Appraiser, Henry J. Mancini, MAI, CRE and note the following:

a) The property to be conveyed to the Township is currently the subject of a land use application before the Jackson Township Planning Board for four (4) private schools, which the property is zoned for this purpose, and no variances are required in order to receive approvals for these schools. As a result, the Township's professional appraiser has determined that the fair market value of said property is a maximum of \$4.1 million.

b) With respect to the property to be conveyed by the municipality, the

determination includes the following factors:

1) Bellevue is acquiring title to two (2) of the Township parcels that it does not own. The parcels are known as Block 21601, Lots 103 and 112. The cost to Bellevue to acquire these two parcels will exceed \$200,000.00, inclusive of acquisition and associated expenses. The maximum value of said property, including the lots which the Township does not own, is \$4.4 million according to the Township's appraiser, however, as noted, this value included parcels which are not owned by the Township and must be deducted from any comparison.

2) Bellevue has incurred significant expenses, including engineering, legal, application fees, and escrows associated with the as-of-right private school application on its property. Included therein are two environmental studies, which the Township has received the benefit of from Bellevue, including an extensive Phase II report prepared by DuBois & Associates, dated September 2021, at no cost to the Township.

As a result, there is no additional requirement for any cash consideration by either party as part of this exchange of property.

3. **CLOSING DATE.** The closing of title shall take place on or before _____, at a mutually agreed upon location.

4. **EFFECTIVE DATE.** The effective date shall be defined as the date in which both parties execute this Agreement after the Township adopts an ordinance permitting the within transaction, including the Township conducting all required public hearings.

5. **TYPE OF DEED.** A Deed is a written document used to transfer ownership

of property. In this sale, the Grantor agrees to provide, and the Grantee agrees to accept a Deed known as Bargain and Sale with Covenants against Grantor's Acts. Grantor shall also provide and execute at closing an Affidavit of Title and any other documentation reasonably required by Grantee's Title Company.

6. **DUE DILIGENCE PERIOD.** The parties shall have the right to conduct a feasibility study within thirty (30) days from the Effective Date for the purposes of investigating the environmental condition of the properties. The feasibility study must be acceptable to the party, in said party's sole discretion. If the same is not acceptable to either party, it shall notify the other party by the thirty-first (31st) day following the execution of this Agreement indicating that the feasibility study is not acceptable. In such event, neither party shall have any further obligation to the other hereunder.

7. **REPRESENTATIONS, WARRANTIES AND COVENANTS OF PARTIES.** Each party hereby makes the following representations, warranties and covenants to the other, as it relates to the properties it owns, each of which shall be true and correct as of the date of closing:

- a) There are no outstanding notices of any uncorrected violations of any laws, statutes, ordinances, rules or regulations pertaining to the Premises.
- b) It has no knowledge of any fact or circumstances which would prohibit or materially impair or interfere with the development of any portion of the Premises by it.
- c) It has the full power, authority and legal right to enter into and perform this Contract, without requiring the consent or approval of any party not previously obtained. The execution, delivery and performance of this Agreement will not contravene any law,

governmental rule, regulation or order binding on Grantor, nor will the performance of the obligations hereunder violate or constitute an event of default under the terms or provisions of any agreement, document or other instrument to which Grantor is party or by which the Property is bound.

d) It does not have knowledge that the Property is affected by or subject to any pending or threatened (i) condemnation proceedings or proceedings which would impair or result in the termination of access from the Property to abutting public highways, streets and roads; (ii) tax appeals; or (iii) any actions or proceedings before any Court or administrative agency which will materially adversely affect the Property or the ability of it to perform its obligations under this Contract.

e) No one has a contract, option or right of first refusal to purchase the Property or any part thereof and it has granted no leases or licenses, nor created any tenancies, affecting the property. Except as set forth in Paragraph 11(a) below, there are no parties in possession of any portion of the Property as trespassers or otherwise.

f) It does not have any knowledge that (i) there are any hazardous substances, as defined by any federal, state or municipal law, on the Property; or (ii) there are grounds for the filing of a lien against the Property pursuant to the New Jersey Spill Compensation and Control Act. It has no knowledge of (i) any underground storage tanks located on or under the Property and subsequently removed or abandoned in place without obtaining approval of a closure plan from NJDEP, or (ii) any sumps, clarifiers or on-site wells (except for the potable water well located on the Bellevue property) located on or under the Property. Notwithstanding the aforesaid, Bellevue discloses that it has obtained the

attached Phase I and Phase II reports.

All of the foregoing representations and warranties of Grantor are true, accurate and complete as of the date of execution of this Contract and, as a condition precedent to its obligation to close hereunder, shall be true, accurate and complete as of the closing date. All of the foregoing representations and warranties shall survive the closing and delivery of the Deed at the closing.

8. TITLE PROVISIONS. The premises are to be sold and conveyed subject to:

a) Municipal Zoning ordinances, law, and ordinances of the State of New Jersey, County of Ocean, Township of Jackson, the rules and regulations of the respective agencies relating to buildings and construction used and all amendments and additions thereto now or hereafter in force and effect which relate to the premises:

b) The rights, public and private, and of public utility corporations, if any in the streets and roads, if any adjoining the premises; and

c) Such facts as an accurate survey would disclose; provided, however, that such survey shall not disclose any defects or impediments to title.

d) Subsurface conditions affecting the premises.

e) Title to the lands and premises to be conveyed hereunder shall be good and marketable and such as will be insurable with standard exceptions by a reputable title insurance company authorized to do business in the State of New Jersey.

f) Each party agrees to complete a title examination within thirty (30) days from the date of this Contract. In the event that the examination of title to be made by and at the cost and expense of the Grantee discloses any exception to title the Grantee

shall serve a written notice as to the same upon the Grantor, any such notice or notices to be mailed to the Grantor within ten (10) days after the Grantee's counsel receives written notice in the form of a written report of title on any one or more occasions from the title insurance company designated by the Grantee, or any such exception or exceptions, and the Grantor shall have forty-five (45) days thereafter to cause the removal of such exception, and Grantor shall at its sole cost and expense diligently attempt to do so, provided, however, that in the event the cost exceeds \$3,000.00, and the Grantee does not waive the exception or exceptions, Grantor shall have the option to terminate this Contract without further liability. Any exception not so reported shall be deemed waived. In the event that the Grantor is unable to cause removal of any exception as to which they have such notice within the time period, the Grantee shall have the option to:

a) Proceed to closing taking such title as Grantor can deliver but without any abatement in the purchase price; or

b) Terminate this agreement, at which point, the parties shall have no further obligations as to each other pursuant to the terms of this Agreement, except that Grantor shall reimburse Grantee for actual title search and Attorney's fees incurred up to a maximum of \$750.00.

g) Notwithstanding the above and other then for lots 103 and 112, the Township will undertake condemnation of all properties it is conveying to Bellevue that have title deficiencies.

9. **ADJUSTMENTS AT CLOSING.** The Grantee and Grantor agree to adjust the following expenses as of the closing date: Real estate taxes, rents, security deposits,

Municipal water charges and sewer charges and other incidental charges. The Grantee or the Grantor may require that any person with a claim or right affecting the property be paid off from the proceeds of this Sale.

10. **BULK SALES.** Grantee shall have the right to comply with N.J.S.A. 54:32B-22(c) and N.J.S.A. 54:50-38 and Grantor shall cooperate in connection with such compliance. Grantee shall deliver a Notification of Sale, Transfer, or Assignment in Bulk (Form C-9600) in the then current form prescribed by the Division (and such other forms as the Division may require), together with a fully executed copy of the Agreement, (the "Tax Notification") to the Division by registered or certified mail or overnight delivery so that such Tax Notification is received by the Division not less than fifteen (15) days prior to closing. Grantor shall provide all information requested by Grantee to enable Grantee to complete the Tax Notification, as soon as practicable. If, at any time prior to closing, the Division informs Grantee that a possible claim (the "Claim") for taxes imposed or to be imposed on Grantor, including any interest or penalties thereon, any cost or fees imposed by the Division related thereto and any tax on the gain from the sale of the Property (collectively the "Taxes"), exists and the amount thereof (the "Deficiency"), then Grantee and Grantor shall close as scheduled and without delay, and Grantee shall withhold the portion of the purchase price equal to the amount of the Deficiency, which amount so withheld shall be placed in an escrow account (the "Tax Escrow"), which Tax Escrow shall be held and disbursed for the payment of any taxes owed by the Grantor to the Division. The escrow agent shall be a title agent, title company, attorney or bank authorized to transact business in New Jersey selected by Grantee and reasonably acceptable to Grantor (the "Tax Escrow Agent"). For the

avoidance of doubt, Grantee shall not be liable for any Taxes, and Grantor shall indemnify, defend, and hold Grantee harmless from any liability, damage or expense incurred in connection with any claim for any such Taxes, including, without limitation, any interest and penalties thereon and cost and fees imposed by the Division relating thereto. The indemnification provision contained in this paragraph shall survive the termination of the Agreement and/or the closing under the Agreement.

11. MISCELLANEOUS.

a) Bellevue Use and Occupancy. Cleve Arbogast was the prior owner of the Bellevue property and is in possession of the home pursuant to a Use and Occupancy Agreement dated November 2, 2021. The Use and Occupancy expires on November 2, 2023 and \$25,000.00 is being held in escrow to secure said agreement. The Township will accept the conveyance of the Bellevue property subject to the rights set forth in the Use and Occupancy Agreement. The Use and Occupancy Agreement shall be transferred to the Township upon closing.

b) This Agreement is contingent upon the Township adopting the required ordinance pursuant to NJSA 40A:12-16. In the event the Township has not adopted this ordinance prior to February 28, 2023, Bellevue may terminate this Agreement.

c) Township shall adopt an ordinance vacating Belnair Avenue South of Bellevue, Maplehurst Avenue South of Bellevue, Cedarhurst Avenue South of Bellevue, Oakhurst Avenue, and Plumhurst South of Bellevue. Said ordinance will be adopted within thirty (30) days of conclusion of the due diligence period.

12. ASSESSMENTS. If, at the time before signing of the Contract, the Premises

or any portion thereof, shall be or shall have been affected by an assessment or assessments for any public improvements installed or to be installed by any governmental agency which are or may become payable in annual installments of which the first installment is then due or has been paid, then, for the purpose of this Agreement, all of the unpaid installments of such assessment, including those which are to become due and payable after the delivery of the Deed, shall be deemed to be due and payable and to be liens upon the premises and shall be paid and discharged by the Grantor upon the delivery of the Deed. Unconfirmed improvements and assessments, if any, shall be paid and allowed by Grantor on account of the purchase price, if the improvements or work has been commenced on or before the date of this Agreement. Grantor represents that to the best of its knowledge there are no present assessments, confirmed or unconfirmed.

13. **DEFAULT BY EITHER PARTY.** In the event of a breach by either party, the other party shall have available to it all remedies at law or equity, including specific performance.

14. **PARTIES LIABLE.** This Agreement is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

15. **BROKER'S COMMISSION.** The parties hereby represent to each other that there are no written agreements or correspondence with any real estate agents or brokers relating to this Agreement and therefore the parties hold each other harmless from any claims for commissions.

16. **RECORDATION.** It is understood and agreed that this Agreement may not be recorded in the Ocean County Clerk's Office.

17. **NOTICES.** No notice, request, consent, approval, waiver or other communication under this Agreement shall be effective unless, but any such communication shall be deemed to have been given if, the same is in writing and is mailed by registered mail or certified mail, postage prepaid, or e-mail, addressed to the parties at the address noted below, or sent by fax at the fax numbers listed below:

From Bellevue to Township:
 Jackson Township
 95 West Veterans Highway
 Jackson, NJ 08527

With a copy to:
 Gregory McGuckin, Esq.
 Dasti, Murphy, McGuckin, Ulaky, Koutsouris & Connors
 620 West Lacey Road
 P.O. Box 1057
 Forked River, NJ 08731
 E-mail address: mcguckinesq@aol.com

Notices from Township to Bellevue:
 Bellevue Estates LLC
 305 Main Street
 Lakewood, NJ 08701

With a copy to:
 Salvatore Alfieri, Esq.
 Cleary Giacobbe Alfieri Jacobs, LLC
 955 State Route 34, Suite 200
 Matawan, NJ 07747
 E-mail: salfieri@cgajlaw.com

18. **APPLICABLE LAW.** This Agreement and the performance hereof shall be governed, interpreted, construed and regulated by the Laws of the State of New Jersey.

19. **SEVERABILITY.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstances, shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement, or the

application of such term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

20. **INTERPRETATION.** Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

21. **COUNTERPARTS, COPIES, ELECTRONIC AND FACSIMILE SIGNATURES.** This Agreement may be executed in several counterparts, which when taken together shall be deemed to be an original. Facsimile or electronic signatures shall be deemed to be original signatures. Each executed copy shall be deemed an original.

22. **SECTION HEADINGS.** The section headings in this Agreement are inserted only as a matter of convenience and reference and are not to be given any effect whatsoever in construing any provision of this Agreement.

23. **ASSIGNMENT.** The within Agreement may not be assigned by either party without the prior written consent of the other party.

24. **ENTIRE AGREEMENT.** This Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties hereto relative to the subject matter hereof, and there are no promises, agreements, conditions or understandings, either written or oral, expressed or implied, between them other than as herein set forth. Except as herein otherwise specifically provided, no subsequent alterations, amendments, changes or additions to this Agreement shall be binding upon either party unless in writing and signed by each party.

25. **TIME FRAMES.** All time frames referenced in this Agreement will

commence on the Effective Date. Any contingency date or dates throughout this Agreement that fall on a weekend or legal holiday shall extend to the next business day.

26. **AGREEMENT NOT AN OFFER.** This Agreement is transmitted for examination only and does not constitute an offer to sell the Property. This Agreement shall become effective only upon execution by and delivery to both parties. A draft of this Agreement that is signed and delivered by one party shall become null and void if not accepted by the other party within five (5) business days after such party is in receipt of the signed draft.

[END OF DOCUMENT - SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals
or caused these presents to be executed the day and year first above written.

Witness or Attest:

Grantee:
Bellevue Estates LLC

By:

Grantor:
Jackson Township

By:

By: