

**TOWNSHIP OF WATERFORD  
COUNTY OF CAMDEN  
STATE OF NEW JERSEY**

**ORDINANCE # 2017 -15**

**ORDINANCE OF THE TOWNSHIP OF WATERFORD  
AUTHORIZING THE PURCHASE OF BLOCK 1205, LOT 1, ON THE  
TAX MAP OF THE TOWNSHIP OF WATERFORD**

**WHEREAS**, the Mayor and Township Committee for the Township of Waterford has determined that it is in the public interest to purchase land identified as Block 1205, Lot 1, on the Tax Map of the Township to be used as part of the New Public Safety Building being constructed on adjoining property; and

**WHEREAS**, Christ The Redeemer Parish, Atco, NJ, as the owners of the property, have agreed to sell the property to the Township at a price of \$5,000.00; and

**WHEREAS**, the Assessor for the Township has determined that said sales price is less than the assessed value for the property; and

**WHEREAS**, Christ The Redeemer Parish, Atco, NJ, as the Seller of the property, has provided an Agreement of Sale to the Township for this transaction to be completed, which Agreement of Sale is attached hereto and incorporated by reference herein; and

**WHEREAS**, the Mayor and Township Committee have reviewed said Agreement of Sale and a related Title Report and have determined to accept the terms and conditions for the purchase of the property.

**NOW THEREFORE, BE IT ORDAINED** by the Mayor and Township Committee of the Township of Waterford, County of Camden, State of New Jersey as follows:

**SECTION 1.** The appropriate Township Officials are hereby authorized to execute the Agreement of Sale attached hereto and incorporated by reference herein with Christ The Redeemer Parish, Atco, NJ, and for the purchase of Block 1205, Lot 1 on the Tax Map of the Township of Waterford, and are further authorized to execute any and all such documents as are necessary to complete the conveyance of this property to the Township.

**SECTION 2.** All Ordinances or parts of Ordinances inconsistent with this Ordinance, are hereby repealed to the extent of such inconsistency only.

**SECTION 3.** If the provisions of any section, subsection, paragraph, subdivision, or clause of this Ordinance shall be judged invalid by a Court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any section, subsection, paragraph, subdivision, or clause of this Ordinance.

**SECTION 4.** This Ordinance shall take effect after final adoption and publication as required by law.

  
Lori Friddell  
Township Clerk

  
William Richardson, Mayor

Introduced: April 12, 2017  
Hearing: April 26, 2017  
Adopted: April 26, 2017

Certified to be a true copy of an Ordinance adopted by the Mayor and Township Committee of the Township of Waterford at a regular meeting held on April 26, 2017 at the Waterford Township Municipal Building.

Date: April 26, 2017

  
Lori A. Friddell, RMC  
Township Clerk

## Agreement of Sale

This Agreement is made this \_\_\_\_ day of April, Two Thousand and  
Seventeen  
Between

CHRIST THE REDEEMER PARISH, ATCO, N.J., a religious corporation of the State of New Jersey,  
whose present address is 318 Carl Hasselhan Drive, Atco, New Jersey 08004, (*Seller*),

And

TOWNSHIP OF WATERFORD, a municipal corporation of the State of New Jersey, whose present  
address is 2131 Auburn Avenue, Atco, New Jersey 08004, (*Buyer*).

1. *Purchase Agreement.* Seller agrees to sell and Buyer agrees to buy vacant property  
commonly known as 406 W. White Horse Pike, Waterford, New Jersey 08004 and identified as  
Block 1205 Lot 1 on the tax map of the Township of Waterford in the County of Camden, State of  
New Jersey (*Property*).

5 2. *Purchase Price.* Buyer shall pay Five Thousand dollars and Zero cents (\$5,000.00) as  
the purchase price.

3. *Settlement.* Settlement shall take place on or about April 28, 2017 at the offices of  
Title America Agency. The title company's closing fee shall be split evenly by the Parties.  
All real estate taxes will be current or made current up until the date of Settlement. The deed of  
10 conveyance recording fees shall be paid by the Seller.

4. *Possession and Ownership.* At Settlement Seller shall give Buyer a Quit Claim Deed.

5. *Physical Condition of the Property.* At Settlement, Seller shall transfer the land to Buyer  
in its condition at that time. Buyer has inspected the Property to Buyer's full satisfaction. The Buyer  
15 accepts the Property *AS IS, WHERE IS*. Seller does not make any statements, claims, guaranties,  
representations or promises about the condition or value of or title to any of the Property included  
in this sale. The Buyer acknowledges that the Seller does not and will not assume any responsibility  
or liability because of any existing condition. All warranties, guarantees, representations of Seller  
concerning the Property, and any other matter affecting this Agreement are absolutely void  
20 after settlement or delivery and acceptance of possession or occupancy of the Property, whichever  
event occurs earlier. Seller makes no representations as to whether the current use can be continued  
or is permitted. This provision shall survive Settlement.

6. *Notices.* All Notices shall be written, effective upon sending, and sent by postage pre-paid,  
certified mail, return receipt requested, or by courier, hand delivery, or facsimile addressed to  
the Parties as identified in the caption. The Parties agree to accept such notices.

7. *Complete Contract.* This Agreement can not be modified. This Agreement expresses  
25 the complete agreement between the Parties (*Complete Agreement*). No promises, guarantees, or  
representations other than those expressed in the Complete Agreement are binding.

**In Witness Whereof** the undersigned Parties, by their duly authorized representatives,  
pursuant to a validly adopted resolution, have affixed their signatures and seals to execute  
this Agreement.

ATTEST:

Christ the Redeemer Parish, Atco, N.J.

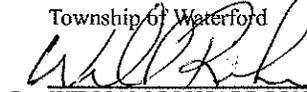
\_\_\_\_\_  
THOMAS P. BARCELLONA  
Secretary

By: ROBERT E. HUGHES  
Vice-president

(*L.S.*)

ATTEST:

  
\_\_\_\_\_  
LORI FRIDDELL, R.M.C.  
Township Clerk

Township of Waterford  
  
By: WILLIAM RICHARDSON  
Mayor

(*L.S.*)



**First American  
Title Insurance Company**

**Schedule A**

**Issuing Office**

**Title America Agency Corp.  
185 W. White Horse Pike, Berlin, NJ 08009  
Phone (856) 767-8573 • Fax (856) 767-1156**

**Applicant**

**Camden County Improvement Authority  
2220 Voorhees Town Center  
Voorhees, NJ 08043**

**Commitment No.: TA-50520(Revised 4/5/2017)**

**INFORMATION SEARCH**

1. **Commitment Date: 3/15/2017 (Certified County Board Date)**  
Termination Date 180 days after the Commitment Date

2. **Policy (or Policies) to be issued:**

(a) **ALTA Owner's Policy 06/17/06** Policy Amount:  
Proposed Insured:

**Township of Waterford**

(b) **ALTA Loan Policy 06/17/06** Policy Amount:  
Proposed Insured:

3. **Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:**

**Christ the Redeemer Parish, a religious corporation of New Jersey**

Title vested in The Church of the Assumption, Atco, NJ, by Deed from Thos J. Richards et al Trust, dated April 16, 1910, recorded May 10, 1912 in the Camden County Clerk's Office in Deed Book 365, page 480.(part of premises in question).

Title vested in The Church of the Assumption, Atco, NJ, by Deed from James Rees and Blance Rees, is wife, dated March 28, 1968, recorded April 4, 1968 in the Camden County Clerk's Office in Deed Book 3054, page 387. (part of premises in question).

Title vested in Christ the Redeemer Parish, a religious corporation of New Jersey, by Confirmatory Deed from The Church of the Assumption, a late religious corporation of New Jersey, dated November 12, 2010, recorded November 15, 2010, in the Camden County Clerk's Office in Deed Book 9324, page 330. (premises in question).

4. **The land referred to in this Commitment is described in Schedule C, attached hereto and made a part hereof.**

**Liability under this search certificate for mistakes or omissions herefrom is hereby  
Limited To One Thousand Dollars (\$1,000.00) unless otherwise provided.**

NOTICE: NJS 17:46B-9 REQUIRES THAT THE TITLE COMPANY GIVE NOTICE TO THE PROPOSED INSURED(S) THAT "THERE MAY BE CONDITIONS, EXCEPTIONS, AND LIMITATIONS OF THE INSURANCE LIABILITY OF THE TITLE COMPANY CONTAINED IN THE COMMITMENT TO THE INSURED, AND THAT THE PROPOSED INSURED IS ENTITLED TO REVIEW THE COMMITMENT TO INSURE, BEFORE TRANSFER OF TITLE, WITH AN ATTORNEY AT LAW OF THE INSURED'S OWN CHOOSING."

New Jersey Land Title  
Insurance Rating Bureau  
ALTA Plain Language Commitment



**First American  
Title Insurance Company**

***Schedule B – Section 1, Requirements***

Commitment No.: TA-50520(Revised 4/5/2017)

**The following requirements must be met:**

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Document(s) satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered, and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions relating to the interest of the loan.
5. In the event that the proceeds of the loan to be secured by the mortgage to be insured are not to be fully disbursed at Closing, the Company must be notified and this Commitment will then be modified accordingly.
6. Affidavits of Title by all sellers and all mortgagors must be submitted and this Commitment is subject to such additional exceptions, if any, we then deem appropriate.
7. The Company requires that a NOTICE OF SETTLEMENT in connection with the transaction be filed, pursuant to N.J.S.A. 46:26A-11 et seq., as nearly as possible to (but not more than) sixty (60) days prior to the anticipated closing date. If the closing is postponed to a date that is more than sixty (60) days after the filing of the NOTICE OF SETTLEMENT, another NOTICE OF SETTLEMENT must be filed in a timely fashion.
8. A continuation search (rundown) of the title must be ordered not less than 24 hours prior to closing of title.



**First American  
Title Insurance Company**

**Schedule B – Section 1, Requirements**

Commitment No.: TA-50520(Revised 4/5/2017)

9. Furnish a written statement(s) or other proof of any present or past marriage(s) or Civil Union(s) of:
  
10. New Jersey Superior Court, United States District Court and United States Bankruptcy Court search vs.  
The Church of the Assumption, Atco, NJ clear to 4/3/2017  
Christ the Redeemer Parish, Atco, NJ clear to 4/3/2017  
  
U.S. Patriot Name Search vs. Christ the Redeemer Parish, Atco, NJ clear to 4/3/2017
  
11. **NO OPEN MORTGAGES OF RECORD**



**First American  
Title Insurance Company**

***Schedule B – Section 2, Exceptions***

Commitment No.: TA-50520(Revised 4/5/2017)

**Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.**

1. Notwithstanding any provision of the policy to the contrary, the following matters are expressly excluded from the coverage of the policy, and the Company will not pay loss or damage, costs, attorney's fees or expenses that arise by reason of any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
2. Rights or claims of parties in possession of the land not shown by the public record.
3. Easements, or claims of easements, not shown by the public record.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
5. Municipal Lien Searches have been ordered; will forward upon receipt of same.
6. Subject to added or omitted assessments pursuant to N.J.S.A. 54:4-63.1 et seq.
7. Subsurface conditions and/or encroachments not disclosed by an instrument of record. (Fee Policy Only)
8. There are no municipal improvements benefitting the land which may result in a lien on the land which is not yet due and payable.
9. Restriction as contained in Deed Book 365, page 480.  
Contains reverter clause more particularly described as follows:  
  
"For the propose of erecting a church building and accessories ... not to be used as a burial ground ... if at any time the said land shall be used for other purposes than as above stated the this deed shall become null and void."

 ***Copies supplied upon request at an additional cost.***



**First American  
Title Insurance Company**

***Schedule C – Description***

**Commitment No.: TA-50520(Revised 4/5/2017)**

All that certain tract or parcel of land and premises situate in the Township of Waterford, County of Camden, State of New Jersey, more particularly described as follows:

**Tract 1**

Beginning at the intersection of the Easterly line of Waterford Avenue with the Southerly line of a 20 foot alley running parallel to and midway between Atco and Auburn Avenue and distant 220 feet from Atco Avenue measured at right angles thereto thence;

- (1) Eastwardly along the said alley 250 feet more or less to a point distant 200 feet from the Westerly side of West Second Street; thence
- (2) Southwardly at right angles to Auburn Avenue 100 feet; thence
- (3) Westwardly parallel with Auburn Avenue 2030j feet more or less to the Easterly line of Waterford Avenue; thence
- (4) Northwardly along Waterford Avenue 110 feet more or less to the place of Beginning.

**Tract 2**

Beginning in the Southerly line of a 20 feet wide alley, lying between Atco Avenue and Auburn Avenue, said point being South 78 degrees 45 minutes 15 seconds West, a distance of 185 feet from the intersection of the Southerly line of said alley and the Westerly line of West Second Street; thence

- (1) Along the Southerly line of said alley, South 78 degrees 45 minutes 15 seconds West, a distance of 15 feet to a corner common lands of the Assumption Roman Catholic Church and James Rees; thence
- (2) Along the said Common line, South 11 degrees 14 minutes 45 seconds East a distance of 95 feet to a corner; thence
- (3) North 79 degrees 15 minutes 18 seconds East a distance of 15 feet to a corner; thence
- (4) North 11 degrees 14 minutes 45 seconds West a distance of 95.13 feet to the point and place of Beginning.

**For Information Purposes Only:** Being Block 1205, Lot 1, on the Tax Map of the Township of Waterford, County of Camden, State of New Jersey, and more commonly known as 406 White Horse Pike, Atco, NJ 08004.

78765-720 R5-1912

(9)

Thos J Richards et al Trust ) This indenture made the sixteenth day of April  
to ) in the year of our Lord one thousand nine  
The Church of the Assumption Atco N J ) hundred and ten Between Thos J Richards and  
S Bartram Richards Trustees of the first part  
and The Church of the Assumption Atco N J of the second part Witnesseth that the  
said party of the first part for and in consideration of the sum of one dollar  
lawful money of the United States of America well and truly paid by the said party  
of the second part to the said party of the first part at and before the enrolling  
and delivering of these presents the receipt whereof is hereby acknowledged have grant  
-ed bargained sold aliened enfeoffed released conveyed and confirmed and by these  
presents do grant bargain sell alien enfeoff release convey and confirm unto the  
said party of the second part its successors and assigns All that certain lot or  
Piece of land situate in the said town of Atco in the County of Camden in the State  
of New Jersey being a part of lots Nos 136-137-138 and 139 on Joseph C Farra plan  
of Building lots at Atco and bounded and described as follows Beginning at the inter  
section of the easterly line of Waterford avenue with the southerly line of a 20  
foot alley running parallel to and midway between Atco and Auburn avenue and distant  
two hundred and twenty feet from Atco avenue measured at right angles thereto thence  
eastwardly along the said alley two hundred and fifty feet more or less to a point  
distant two hundred feet from the westerly side of West Second street thence south  
wardly at right angles to Auburn avenue one hundred feet thence westwardly parallel  
with Auburn avenue two hundred and thirty feet more or less to the easterly line  
of Waterford avenue thence northwardly along Waterford avenue one hundred and ten  
feet more or less to the place of beginning Containing 6/10 acres and being a part  
of the Jackson Glass House Tract of land which was conveyed to the said grantors  
by deed dated January 22nd 1910 and recorded in the office of the Register of Deeds  
Camden N J in Book 343 pages 449 & Together with all and singular the buildings im  
provements woods ways rights liberties privileges hereditaments and appurtenances  
to the same belonging or in any wise appertaining and the reversion and reversions  
remainder and remainders rents issues and the profits thereof and of every part and  
parcel thereof And also all the estate right title interest property possession claim  
and demand whatsoever both in law and equity of the said party of the first part of  
in and to the said premises with the appurtenances For the purpose of erecting a  
church building and accessories and for the customary uses in connection therewith  
but said land is not to be used as a burial ground To have and to hold the said prem  
ises with all and singular the appurtenances unto the said party of the second part  
its successors and assigns to the only proper use benefit and behoof of the said  
Party of the second part its successors and assigns forever Provided however that if  
if at any time the said land shall be used for other purposes than as above stated  
then this deed shall become null and void and it shall be lawful for the grantors  
to resumer as of their former estate and all interest of the said The Church of  
Assumption Atco N J in said land shall cease and terminate

Tell

6/2/12

and agree to and with the said party of the second part its successors and assigns that they the said Thos J Richards and S Bartram Richards Trustees their successors all and singular the hereditaments and premises above described and granted or mentioned and intended as to be with the appurtenances unto the said party of the second part its successors and assigns against the said Thos J Richards and S Bartram Richards Trustees their successors and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof by from through or under them or either of them shall and will warrant and forever defend in witness whereof the said parties of the first Part to these presents have hereunto set their hands and seals dated the day and year first above written Thos J Richards (seal)

S. Bartram Richards (seal) Trustees Signed sealed and delivered in the presence of the wards heirs executors and administrators stricken out and successors interlined before signing Joe U Farr State of Pennsylvania Philadelphia County as Be it Remembered that on this sixteenth day of April in the year of our Lord one thousand nine hundred and ten before me the subscriber a Master in Chancery for the State of New Jersey personally appeared Thomas J Richards and S Bartram Richards Trustees who I am satisfied are the grantors mentioned in the above deed of conveyance and I having first made known to them the contents thereof they acknowledged that they signed sealed and delivered the same as their voluntary act and deed All of which is hereby certified Joseph C Farr M C C of New Jersey Recorded May 10th 1912 at 11.10 A M by Edward W. DeLoraine Register

George Schleinkofer et ux) This indenture made the thirtieth day of October in the year of our Lord one thousand nine hundred and eleven Between George Schleinkofer to ) and Fredericka Schleinkofer his wife of the first part and Wm J Dempsey et ux ) and Wm J Dempsey his wife jointly of the second part Witnesseth that the said party of the first part for and in consideration of the sum of one hundred and twenty five dollars lawful money of the United States of America well and truly paid by the said party of the second part to the said party of the first part at and before the unsealing and delivering of these presents the receipt whereof is hereby acknowledged have granted bargained sold aliened enforced released conveyed and confirmed and by these presents do grant bargain sell alien enforce release convey and confirm unto the said party of the second part their heirs and assigns All that certain lot or parcel of land situate in Atco Camden County New Jersey and bounded and described as follows Beginning at a point on the westerly line of Church street as shown on plan of building lots of Atco and one hundred and ten feet from the northerly line of Almira avenue and at the North east corner of land of Adam Schleinkofer thence along the westerly line of Church street northerly fifty feet thence at right angles to said Church street two hundred feet to an alley thence southerly parallel with said Church street fifty feet thence two hundred feet to the place of beginning and containing ten thousand square feet being a part of a tract of land conveyed by Thomas Richards Jr Trustee to George Schleinkofer by deed dated September 12 1906 and recorded in the office of the Register of deeds of Camden County in book of deeds No 508 folio 505 &c Together with all and singular the buildings improvements woods ways rights liberties privileges hereditaments and appurtenances to the same belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and the profits thereof and of every part and parcel thereof and also all the estate right title interest

to ) and Fredericka Schleinkofer his wife of the first part and Wm J Dempsey et ux ) and Wm J Dempsey his wife jointly of the second part Witnesseth that the said party of the first part for and in consideration of the sum of one hundred and twenty five dollars lawful money of the United States of America well and truly paid by the said party of the second part to the said party of the first part at and before the unsealing and delivering of these presents the receipt whereof is hereby acknowledged have granted bargained sold aliened enforced released conveyed and confirmed and by these presents do grant bargain sell alien enforce release convey and confirm unto the said party of the second part their heirs and assigns All that certain lot or parcel of land situate in Atco Camden County New Jersey and bounded and described as follows Beginning at a point on the westerly line of Church street as shown on plan of building lots of Atco and one hundred and ten feet from the northerly line of Almira avenue and at the North east corner of land of Adam Schleinkofer thence along the westerly line of Church street northerly fifty feet thence at right angles to said Church street two hundred feet to an alley thence southerly parallel with said Church street fifty feet thence two hundred feet to the place of beginning and containing ten thousand square feet being a part of a tract of land conveyed by Thomas Richards Jr Trustee to George Schleinkofer by deed dated September 12 1906 and recorded in the office of the Register of deeds of Camden County in book of deeds No 508 folio 505 &c Together with all and singular the buildings improvements woods ways rights liberties privileges hereditaments and appurtenances to the same belonging or in any wise appertaining and the reversion and reversions remainder and remainders rents issues and the profits thereof and of every part and parcel thereof and also all the estate right title interest

2-4-1962

DEED-PLAIN WARRANTY (18)

BOOK 3054 PAGE 387

# This Indenture, MADE THE

of our Lord one thousand nine hundred and twenty eighth day of March in the year sixty-eight

Between **JAMES REES** and **BLANCHE REES**, his wife, of Atco, Waterford Township, Camden County, State of New Jersey, parties

of the first part, and **THE CHURCH OF THE ASSUMPTION, ATCO, N.J.** of Atco, Waterford Township, Camden County, State of New Jersey, party

of the second part:  
**Witnesseth**, That the said party of the first part, for and in consideration of

the sum of **ONE DOLLAR (\$1.00)**

lawful money of the United States of America

well and truly paid by the said party of the second part to the said party of the first part, at and before the executing and delivery of these presents, the receipt whereof is hereby acknowledged, have *granted, bargained, sold, aliened, conveyed, released, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, convey, release, convey and confirm, unto the said party of the second part, heirs and assigns, ALL* that certain tract or parcel of land and premises situate and being in the Township of Waterford, County of Camden and the State of New Jersey, bounded and described as follows:

BEGINNING in the southerly line of a 20 feet wide alley, lying between Atco Avenue and Auburn Avenue, said point being South 78 degrees 45 minutes 15 seconds West, a distance of 185 feet from the intersection of the southerly line of said alley and the westerly line of West Second Street; thence (1) along the southerly line of said alley, South 78 degrees 45 minutes 15 seconds West a distance of 15 feet to a corner common to lands of The Assumption Roman Catholic Church and James Rees; thence (2) along the said common line, South 11 degrees 14 minutes 45 seconds East a distance of 95 feet to a corner; thence (3) North 79 degrees 15 minutes 18 seconds East a distance of 15 feet to a corner; thence (4) North 11 degrees 14 minutes 45 seconds West a distance of 95.13 feet to the point and place of beginning.

BEING a part of the same land and premises which James Rees and Blanche Rees, his wife, by Deed dated November 14, 1962 and recorded in the Office of the

Book 054-188

Register of Deeds of Garden County in Book 2593 of Deeds, pp. 509&1, granted and conveyed unto the said James and Elizabeth Ross, in fee.

1881

Together with all and singular the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances to the same belonging or by any way appertaining and the reversion and reversions, remainder and remainders, rents, issues, and the profits thereof, and of every part and parcel thereof. And also, all the estate, right, title, interest, property, possession, claim, and demand whatsoever, both in law and equity, of the said party of the first part, of, in and to the said premises, with the appurtenances:

To have and to hold the said premises, with all and singular the appurtenances, unto the said party of the second part, its heirs and assigns, to the only proper use, benefit and behoof of the said party of the second part, its heirs and assigns forever.

AND the said parties of the first part, for themselves, their

heirs, executors and administrators DO by these presents covenant, grant and agree to and with the said party of the second part, its heirs and assigns, that they the said parties of the first part, their

heirs, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended to be so, with the appurtenances unto the said party of the second part, its heirs and assigns, against them the said parties of the first part, their

heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim the same or any part thereof,

SHALL and WILL WARRANT and forever DEFEND.

In Witness Whereof, the said part 1st of the first part to these presents do hereunto set their hands and seals dated the day and year first above written.

SIGNED, SEALED AND DELIVERED }  
IN THE PRESENCE OF

James Rees (L.S.)  
James Rees

Elizabeth Messing }  
Blanche Rees (L.S.)  
Blanche Rees

3054 390

STATE OF NEW JERSEY  
COUNTY OF CAMDEN

Be it Remembered, that on this twenty eighth day of March  
in the year of our Lord one thousand nine hundred and sixty-eight  
before me,

a Notary Public of New Jersey

personally appeared JAMES REES and BLANCHE REES, his wife,

who, I am satisfied are the grantors mentioned in the above deed or convey-  
ance and acknowledged that they signed, sealed and delivered the same as  
their act and deed. All of which is hereby certified.

*Joseph T. Desortie*  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 10. 16, 1971



DEED - PLAIN WARRANTY (20) 2-2-6 210-6

205-573  
APPD

JAMES REES and BLANCHE REES, his  
wife  
TO  
The Church of the Assumption,  
Atco, New Jersey

Dated March 28 19 68.  
Executed to the Registrar of Deeds  
office of the County of Camden  
on the 4th day of March  
A. P. 19 68 at 9:00 o'clock in  
the forenoon, and recorded in Book  
7152 of DEEDS

for said County, in page 3871c  
*Robert W. Yost*  
Registrar

INSURANCE - REAL ESTATE  
**JOSEPH T. DESORTIE AGENCY**  
4102 NEW JERSEY BRIDGE  
PHONE 247-6174

APR 4 1968 AT 9:00 AM

REGISTER OF DEEDS  
AND MORTGAGES  
CAMDEN COUNTY  
6-5-68  
*Robert W. Yost*  
Registrar

ACKNOWLEDGMENT

3054 APR 1968

STATE OF NEW JERSEY

CAMDEN

(COUNTY)

Be it Remembered, that on this 2nd day of March in the year of our Lord one thousand nine hundred and sixty-eight the undersigned Authority personally appeared EDWARD T. KORDASIEWICZ

who being by me duly sworn, on his oath saith, that he is the Secretary of THE CHURCH OF THE ASSUMPTION, INC., NEW JERSEY, the grantor within named; and that JAMES L. SCHAD is the Vice-President; that he deponent knows the common or corporate seal of said corporation and that the seal annexed to the within instrument is such common or corporate seal; that the said instrument was signed by the said Vice-President and the seal of said corporation affixed thereto in the presence of deponent; that said instrument was signed, sealed and delivered as and for the voluntary act and deed of said corporation for the uses and purposes therein expressed; pursuant to a resolution of the Board of Directors of said corporation; and at the execution thereof the deponent subscribed his name thereto as witness.

Sworn and Subscribed the day and date aforesaid

Edward T. Kordasiewicz Secretary

Notary Public

WELLS SCHMIDT, Notary Public in N. J. My Comm. Expires Feb 7, 1972

DEED-PLAIN WARRANTY 3-28 Index

305-574 DEED

THE CHURCH OF THE ASSUMPTION, INC., NEW JERSEY

TO JAMES RESS and BLANCHE RESS, his wife, White Horse Pike, Atco, N.J.

Dated March 2nd 1968

Received in the Register of Deeds office of the County of Camden on the 4th day of April A. D. 1968 at 9:00 o'clock in the forenoon, and recorded in Book 3054 of D.E.D.S.

for said Deed in presence of Robert J. York

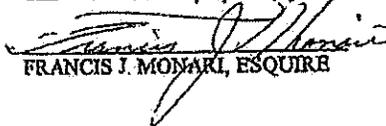
JOSEPH T. DESORTE AGENCY AND NEW JERSEY LEGAL SERVICE PHONE 767-1174

APR 3 1968 AT 9:00 AM

Handwritten notes and signatures in a box at the bottom left.

CAMDEN COUNTY, N.J.  
CAMDEN COUNTY CLERK'S OFFICE  
DEED-OR BOOK 09324 PG 0330  
RECORDED 11/15/2010 09:12:04  
FILE NUMBER 2010075602  
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MARGINAL NOTATION 0.00

This document was prepared by:

  
FRANCIS J. MONARI, ESQUIRE

### CONFIRMATORY DEED

This CONFIRMATORY DEED is made this 12<sup>th</sup> day of November, in the year of our Lord, 2010

BETWEEN the

The Church of the Assumption, Atco, N. J., a late religious corporation of New Jersey, the prior address of which was 318 Carl Hasselhan Drive, Atco, New Jersey 08004-1997, by the Reverend Monsignor Roger E. McGrath, its surviving Vice President, and Reverend Thomas J. Barcellona, its surviving Secretary, and which is hereinafter referred to as "the Grantor," and

Christ the Redeemer Parish, Atco, N.J., a religious corporation of New Jersey formed in accordance with the provisions of *N.J.S.A. 16:1-20*, the present address of which is 318 Carl Hasselhan Drive, Atco, New Jersey 08004-1997 and which is hereinafter referred to as "the Grantee,"

AND NOW WITNESSES that the Certificate of Consolidation of the late The Church of the Assumption, Atco, N. J., the late Blessed John XXIII Parish, Blue Anchor, N.J., and the late St. Anthony's Church, Waterford, N.J. establishing the Grantee Christ the Redeemer Parish, Atco, N.J. having been executed by their respective officers pursuant to a resolution duly adopted by their respective trustees, was filed with the Clerk of Camden County on the 10<sup>th</sup> day of November, 2010 pursuant to the provisions of *N.J.S.A. 16:1-20*;

AND FURTHER WITNESSES that the effect of such consolidation, undertaken pursuant to *N.J.S.A. 16:1-20*, is to convey all of the real property of the late religious corporation, Church of the Assumption, Atco, N. J., to the consolidated religious corporation, the aforesaid Christ the Redeemer Parish, Atco, N.J., in accord with and pursuant to the provisions of *N.J.S.A. 16:1-21*;

AND FURTHER WITNESSES that the purpose and intent of the within Confirmatory Deed is to confirm, substantiate, establish and certify

the conveyance, by operation of law, of certain lands and premises from the Grantor to the Grantee which lands and premises are hereinafter more particularly described.

**TRANSFER OF OWNERSHIP.** The Grantor grants and conveys, and transfers the ownership of, the Property described below to the Grantee.

**CONSIDERATION.** This transfer is made for the sum of one dollar and zero cents (\$1.00), and the Grantor acknowledges receipt of this money.

**PROPERTY.** The Property consists of the land and premises, and all improvements thereon, and all rights therein and appertaining thereto, situate in the Township of Waterford in the County of Camden in the State of New Jersey, and particularly described as follows:

TRACT 1: Block 1605, Lot 1 on the Official Tax Map of the Township of Waterford, being the same lands and premises that became vested in the Grantor by two deeds: (A) a Deed of Conveyance from Thos. J. Richards and S. Bartram Richards, on April 16, 1910 which is recorded in the Office of the Clerk of Camden County in Book 365 of Deeds at page 480 *et seq.*, and (B) a Deed of Conveyance from James Rees and Blanche Rees, his wife, of Atco, Waterford Township, Camden County, State of New Jersey, on March 28, 1968 which is recorded in the Office of the Clerk of Camden County in Book 3054 of Deeds at page 387 *et seq.*;

TRACT 2: Block ~~704~~, Lot ~~9~~ on the Official Tax Map of the Township of Waterford, being the same lands and premises that became vested in the Grantor by three deeds: (A) a Deed of Conveyance from James Sarappa and Stella Sarappa, his wife, of Waterford, County of Camden and State of New Jersey, on May 1, 1953 which is recorded in the Office of the Clerk of Camden County in Book 1738 of Deeds at page 504 *et seq.*; (B) a Deed of Conveyance from Charles Spiegler and Josephine Assunta

Spiegler, his wife, of the Township of Waterford, County of Camden, and State of New Jersey, on May 27, 1954 which is recorded in the Office of the Clerk of Camden County in Book 1848 of Deeds at page 138 *et seq.*, and (C) a Deed of Conveyance from George E. Sharkey, singleman, of Atco, New Jersey, on December 26, 1957 which is recorded in the Office of the Clerk of Camden County in Book 2173 of Deeds at page 138 *et seq.*

TRACT 3: Block 707, Lot 9 on the Official Tax Map of the Township of Waterford, being the same lands and premises that became vested in the Grantor by two deeds: (A) a Deed of Conveyance from James Sarappa and Stella Sarappa, his wife, of Waterford, County of Camden and State of New Jersey, on May 1, 1953 which is recorded in the Office of the Clerk of Camden County in Book 1738 of Deeds at page 504 *et seq.*, and (B) a Deed of Conveyance from The Church of the Assumption, Atco, N.J., a religious corporation of the State of New Jersey, on September 18, 2001 which is recorded in the Office of the Clerk of Camden County in Book 5183 of Deeds at page 921 *et seq.*

With the following conveyances set forth in Tract 2 and Tract 3 being subject to three easements: (A) an Easement granted to the American Telephone and Telegraph Company of New Jersey made April 30, 1968, which is recorded in the Office of the Clerk of Camden County in Book 3063 of Deeds at page 313 *et seq.*; (B) an Easement granted to Atlantic City Electric Company, made December 13, 1985, which is recorded in the Office of the Clerk of Camden County in Book 4116 of Deeds at page 742 *et seq.*, and (C) an Easement granted to Atlantic City Electric Company, made April 2, 1986, which is recorded in the Office of the Clerk of Camden County in Book 4134 of Deeds at page 541 *et seq.*

Together with all and singular, the buildings, improvements, woods, ways, rights, liberties, privileges, hereditaments and appurtenances, to the same belonging or in any wise appertaining, and the reversions, remainder and

remainders, rents, issues, and the profits thereof, and of every part and parcel thereof;

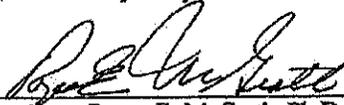
And also, all the estate, right, title, interest, property, possession, claim, and demand whatsoever, both in law and equity, of the said party of the first part, of, in and to the said premises, with the appurtenances;

To have and to hold the said premises, with all and singular the appurtenances, unto the said party of the second part, its successors, heirs and assigns to the only proper use, benefit and behoof of the said party of the second part, its successors, heirs and assigns forever.

**TYPE OF DEED.** This type of Deed is known as a Confirmatory Deed.

**AUTHORITY.** A resolution authorizing this conveyance was adopted in accord with the provisions of *N.J.S.A.* 16:1-20, and approved in accord with the provisions of *N.J.S.A.* 16:15-5, on the 31<sup>st</sup> day of August, in the year of our Lord, 2010.

IN WITNESS WHEREOF the Grantor, by its duly authorized representatives, and pursuant to a validly adopted resolution, has caused this Confirmatory Deed to be executed on the day and year first above written.

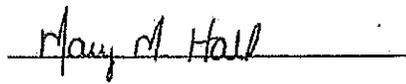


Reverend Monsignor Roger E. McGrath, Ph.D., V.G.  
Vice President

ATTEST:   
Reverend Thomas J. Barcellona  
Secretary

STATE OF NEW JERSEY  
:ss  
COUNTY OF CAMDEN

BE IT REMEMBERED THAT, on this 11<sup>th</sup> day of November, 2010, before me, who is authorized to take oaths in this State, personally appeared Reverend Thomas J. Barcellona, the surviving secretary of the Corporate Grantor herein, who is personally known to me, and who affirmed to me his attesting to the execution of the within Confirmatory Deed by the Reverend Monsignor Roger E. McGrath, Ph.D., V.G., the surviving vice president of the corporate Grantor herein.



MARY M. HALL  
NOTARY PUBLIC OF NEW JERSEY  
Commission Expires 7/6/2014

Confirmatory Deed from Assumption



State of New Jersey  
**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**  
(C.55, P.L. 2004)

(Please Print or Type)

**SELLER(S) INFORMATION** (See Instructions, Page 2)

Name(s)

The Church of the Assumption, Atco, N. J.

Current Resident Address:

Street: 318 Carl Hasselhan Drive

City, Town, Post Office

State

Zip Code

Atco

NJ

08004

**PROPERTY INFORMATION** (Brief Property Description)

Block(s)

Lot(s)

Qualifier

Block 1605, Lot 1; Block 704, Lot 9

Block 707, Lot 9

Street Address:

318 Carl Hasselhan Drive

City, Town, Post Office

State

Zip Code

Atco

NJ

08004

Seller's Percentage of Ownership

Consideration

Closing Date

100%

\$1.00

11/12/2010

**SELLER ASSURANCES** (Check the Appropriate Box) (Boxes 2 through 8 apply to Residents and Non-residents)

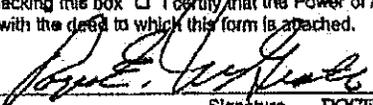
1.  I am a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to N.J.S.A. 54A:1-1 et seq. and will file a resident gross income tax return and pay any applicable taxes on any gain or income from the disposition of this property.
2.  The real property being sold or transferred is used exclusively as my principal residence within the meaning of section 121 of the federal Internal Revenue Code of 1986, 26 U.S.C. s. 121.
3.  I am a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4.  Seller, transferor or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5.  Seller is not an individual, estate or trust and as such not required to make an estimated payment pursuant to N.J.S.A.54A:1-1 et seq.
6.  The total consideration for the property is \$1,000 or less and as such, the seller is not required to make an estimated payment pursuant to N.J.S.A. 54A:5-1-1 et seq.
7.  The gain from the sale will not be recognized for Federal income tax purposes under I.R.C. Section 721, 1031, 1033 or is a cemetery plot. (CIRCLE THE APPLICABLE SECTION). If such section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale (see instructions).  
 No non-like kind property received.
8.  Transfer by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this state.

**SELLER(S) DECLARATION**

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein could be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box  I certify that the Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

11/10/10

Date

  
Signature **ROGER E. McGrath**  
(Seller) Please indicate if Power of Attorney or Attorney in Fact  
Vice President

Date

Signature  
(Seller) Please indicate if Power of Attorney or Attorney in Fact

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

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

COUNTY OF Camden } SS. County Municipal Code 0435  
 MUNICIPALITY OF PROPERTY LOCATION Waterford

\*Use symbol "C" to indicate that fee is exclusively for county use.

(1) PARTY OR LEGAL REPRESENTATIVE (See Instructions #3 and #4 on reverse side)

Deponent, Francis J. Monari, being duly sworn according to law upon his/her oath,  
 (Name)  
 deposes and says that he/she is the Attorney for Grantor in a deed dated 11/12/2010 transferring  
 (Grantor, Legal Representative, Corporate Officer, Officer of This Company, Lending Institution, etc.)  
 real property identified as Block number Blk 1605, Lt 9 Lot number Blk 704, Lt 9; Blk 707, Lt 9 located at  
318 Carl Hasselhan Drive Waterford and annexed thereto.  
 (Street Address, Town)

(2) CONSIDERATION \$ 1.00 (See Instructions #1 and #5 on reverse side)

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A COMMERCIAL PROPERTY TRANSACTIONS:  
 (See Instructions #6A and #7 on reverse side)  
 Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ \_\_\_\_\_ + \_\_\_\_\_ % = \$ \_\_\_\_\_  
 If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) FULL EXEMPTION FROM FEE (See Instruction #8 on reverse side)  
 Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1988, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.  
 (a) For consideration of less than \$100

(5) PARTIAL EXEMPTION FROM FEE (See Instruction #9 on reverse side)  
 NOTE: All boxes below apply to grantor(s) only. ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED. Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic Fee, Supplemental Fee, and General Purpose Fee, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. SENIOR CITIZEN Grantor(s)  62 years of age or over. \* (See instruction #9 on reverse side for A or B)  
 B. BLIND PERSON Grantor(s)  legally blind or;  
 DISABLED PERSON Grantor(s)  permanently and totally disabled  Receiving disability payments  Not gainfully employed\*

Senior citizens, blind persons, or disabled persons must also meet all of the following criteria:  
 Owned and occupied by grantor(s) at time of sale.  Resident of State of New Jersey.  
 One or two-family residential premises.  Owners as joint tenants must all qualify.

\*IN THE CASE OF HUSBAND AND WIFE/CIVIL UNION PARTNERS, ONLY ONE GRANTOR NEEDS TO QUALIFY IF TENANTS BY THE ENTIRETY.

- C. LOW AND MODERATE INCOME HOUSING (See Instruction #9 on reverse side)  
 Affordable according to H.U.D. standards.  Reserved for occupancy.  
 Meets income requirements of region.  Subject to resale controls.

- (6) NEW CONSTRUCTION (See Instructions #2, #10 and #12 on reverse side)  
 Entirely new improvement.  Not previously occupied.  
 Not previously used for any purpose.  "NEW CONSTRUCTION" printed clearly at the top of the first page of the deed.

(7) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the fee submitted herewith in accordance with the provisions of Chapter 49, P.L. 1988, as amended through Chapter 33, P.L. 2008.

Subscribed and sworn to before me this 10<sup>th</sup> day of November, 2010

Mary M. Hall  
 MARY M. HALL  
 NOTARY PUBLIC OF NEW JERSEY  
 Commission Expires 7/6/2014

Francis J. Monari  
 Signature of Deponent  
 113 N 6th St  
 Camden NJ 08102  
 Deponent Address

The Church of the Assumption,  
 Atco, N. J.  
 Grantor Name  
 318 Carl Hasselhan Drive  
 Atco NJ 08004-1997  
 Grantor Address at Time of Sale

XXX-XXX- 3 2 7  
 Last 3 digits in Grantor's Social Security Number Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY		
Instrument Number	County	_____
Deed Number	Book	_____
Deed Date	Date Recorded	_____

County Recording Officers shall forward one copy of each Affidavit of Consideration for Use by Seller when Section 3A is completed.

STATE OF NEW JERSEY - DIVISION OF TAXATION  
 PO BOX 281  
 TRENTON, NJ 08646-0281

ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division of Taxation website at: [www.state.nj.us/treasury/taxation/rtf/officialux.htm](http://www.state.nj.us/treasury/taxation/rtf/officialux.htm).

<p><b>Confirmatory Deed</b> The Church of the Assumption, Atco, N. J.</p> <p><i>Grantor,</i></p>	<p>Dated: November 12, 2010</p>
<p><b>To</b> Christ the Redeemer Parish, Atco, N.J.</p> <p><i>Grantee.</i></p>	<p>Record and return to:</p> <p>Martin F. McKernan, Jr., Esq. McKernan, McKernan &amp; Godino, Esqs. 113 North Sixth Street Camden, New Jersey 08102</p>