

Exhibit “A”

DEED

This Deed is made on _____, 2020

BETWEEN

THE TOWN OF WEST ORANGE

whose post office address is 66 Main Street, Room 101, West Orange, New Jersey.
referred to as the Grantor,

AND

DOV GARDIN and MIRIAM GARDIN, h/w

whose post office address is about to be Block 175.08, Lot 7, West Orange, New Jersey
referred to as the Grantee.

The words "Grantor" and "Grantee" shall mean all Grantors and all Grantees listed above.

1. Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property (called the "Property") described below to the Grantee. This transfer is made for the sum of Five Thousand and 00/100 (\$5,000.00) Dollars.

The Grantor acknowledges receipt of this money.

2. Tax Map Reference. (N.J.S.A. 46:15-2.1) Municipality of West Orange
Block No. 175.08 Lot No. 7 Account No.

No property tax identification number is available on the date of this Deed. (Check this box if applicable).

3. Property. The Property consists of the land and all the buildings and structures on the land in the Township of West Orange, County of Essex and State of New Jersey. The legal description is:

Please see attached Legal Description annexed hereto and made a part hereof. (Check box if applicable).

BEING the same premises conveyed to the Grantor herein from Ridge Holding, Co. dated November 17, 1941 and recorded on December 17, 1941 in Deed Book H99, Page 187 in the Office of the Clerk/Register of Essex County.

Prepared by:

David J. Gruber, Esq.

The street address of the Property is: Block 175.08, lot 7, West Orange, New Jersey

4. Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the Property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the Property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

5. Signatures. The Grantor signs this Deed as of the date at the top of the first page. (Print name below each signature.)

Witnessed By:

The Town of West Orange

_____(Seal)
By: Mayor Robert D. Parisi

STATE OF NEW JERSEY, COUNTY OF ESSEX
I CERTIFY that on _____, 2020

SS.:

ROBERT D. PARISI, MAYOR of the TOWN of WEST ORANGE

personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of this Deed;
- (b) executed this Deed as his or her own act as Mayor of the Town of West Orange; and,
- (c) made this Deed for \$5,000.00 as the full and actual consideration paid or to be paid for the transfer of title. (Such consideration is defined in N.J.S.A. 46:15-5.)

A Notary Public of New Jersey

RECORD AND RETURN TO:

Heritage Abstract Company
350 Mt. Kemble Avenue, Suite A1003
Morristown, New Jersey 07960

LEGAL DESCRIPTION

All that certain tract or parcel of land, situated, lying and being in the Township of West Orange, County of Essex, State of New Jersey, more particularly described as follows:

Beginning at a point on the southwesterly R.O.W. line of Mellon Avenue (50' R.O.W.), said point being a distance of 250.00 feet northwestwardly from its intersection with the northwesterly R.O.W. line of Cleveland Terrace (50' R.O.W.), and from said Beginning Point running; thence

- 1) S26°16'00"W, a distance of 100.00 feet to a point; thence
- 2) N63°44'00"W, a distance of 50.00 feet to a point on the southeasterly R.O.W. line of Kitchener Avenue (Unimproved Paper Road)(50' R.O.W.); thence
- 3) Along said southeasterly R.O.W. line of Kitchener Avenue N26°16'00"E, a distance of 100.00 feet to a point on said southwesterly R.O.W. line of Mellon Avenue; thence
- 4) Along same S63°44'00"E, a distance of 50.00 feet to a point on said southwesterly R.O.W. line of Mellon Avenue, said point being the Point and Place of Beginning.

Being known and designated as Lot 7 in Block 175G as shown on a certain map entitled "Map of Mountain Ridge Estates, West Orange, New Jersey, Max Goldberger, Owner" said map was filed in the Essex County Clerk's Office on June 9, 1927 as Filed Map 1041.

Being in accordance with a survey of said premises prepared by Morgan Engineering, LLC, dated July 16, 2019, marked project #19-07241.

FOR INFORMATIONAL PURPOSES ONLY: BEING known as Tax Lot 7, Tax Block 175.08 on the official tax map of the Township of West Orange.

State of New Jersey
Seller's Residency Certification/Exemption

Seller's Information

Name(s) _____

Current Street Address _____

City, Town, Post Office _____ State _____ ZIP Code _____

Property Information

Block(s) _____ Lot(s) _____ Qualifier _____

Street Address _____

City, Town, Post Office _____ State _____ ZIP Code _____

Seller's Percentage of Ownership _____ Total Consideration _____ Owner's Share of Consideration _____ Closing Date _____

Seller's Assurances (Check the Appropriate Box) (Boxes 2 through 16 apply to Residents and Nonresidents)

1. Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident Gross Income Tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. Seller is 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 is not required to make an estimated Gross Income Tax payment.
6. The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated Income Tax payment.
7. The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated 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 and report the recognized gain.
 Seller did not receive non-like kind property.
8. The real property is being transferred 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.
9. The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. The deed is dated prior to August 1, 2004, and was not previously recorded.
11. The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. The property transferred is a cemetery plot.
14. The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.
15. The seller is a retirement trust that received an acknowledgment letter from the Internal Revenue Service that the seller is a retirement trust, and is therefore not required to make the estimated Gross Income Tax payment.
16. The seller (and/or spouse/civil union partner) originally purchased the property while a resident of New Jersey as a member of the U.S. Armed Forces and is now selling the property as a result of being deployed on active duty outside of New Jersey. (Only check this box if applicable and neither boxes 1 nor 2 apply.)

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 may 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 a 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.

Date Signature (Seller) Indicate if Power of Attorney or Attorney in Fact

Date Signature (Seller) Indicate if Power of Attorney or Attorney in Fact

Seller's Residency Certification/Exemption Instructions

Individuals, estates, trusts, or any other entity selling or transferring property in New Jersey must complete this form if they are not subject to the Gross Income Tax estimated payment requirements under N.J.S.A. 54A:8-9. A nonresident seller is required to make an estimated Income Tax payment if none of the Seller's Assurances apply.

Name(s). Enter the name of the seller. If there is more than one seller, each must complete a separate form unless they are a married/civil union couple that files their Income Tax returns jointly.

Address. Enter the seller's primary residence or place of business. Do not use the address of the property being sold. The seller is considered to be a nonresident unless a new residence (permanent place of abode, domicile) has been established in New Jersey and the new residence is listed here. Part-year residents are considered nonresidents.

Property Information. Enter the information listed on the deed of the property being sold. Enter the seller's percentage of ownership, the total consideration for the transaction, the seller's share of that consideration, and the closing date.

Consideration. "Consideration" means, in the case of any deed, the actual amount of money and the monetary value of any other thing of value constituting the entire compensation paid or to be paid for the transfer of title to the lands, tenements, or other realty, including the remaining amount of any prior mortgage to which the transfer is subject or which is assumed and agreed to be paid by the grantee and any other lien or encumbrance not paid, satisfied, or removed in connection with the transfer of title. If there is more than one owner, indicate the seller's portion of the total consideration received. If the total consideration for the property is \$1,000 or less, the seller must check box 6 under Seller's Assurances.

Seller's Assurances. Check the appropriate box(es). If one or more of the Seller's Assurances applies, the seller is not required to make an estimated Income Tax payment at this time.

Any seller claiming the principal residence exemption (box 2) must also be claiming an income/gain exclusion for the property being sold on their federal income tax return (26 U.S. Code section 121).

1031 like-kind exchange. A nonresident who completes the GIT/REP-3 and claims exemption for a 1031 transaction (box 7) must show the value of the like-kind property received. If the transaction includes non-like kind property (i.e., money, stocks, etc.), the seller must also complete the GIT/REP-1, Nonresident Seller's Tax Declaration, show the greater of the consideration or the fair market value of the non-like kind property received, and remit an estimated tax payment of 2% of that amount. If the transaction is a deferred like-kind exchange and the seller receives non-like kind property, the qualified intermediary (QI) must remit an estimated tax payment of 2% of the greater of the consideration or the fair market value of any non-like kind property when the 1031 transaction is completed. If the deferred exchange is voided, the QI must complete a GIT/REP-1, Nonresident Seller's Tax Declaration, and remit an estimated tax payment of 2% of the total consideration with an NJ-1040-ES Voucher.

Example: Mr. Smith is a nonresident of New Jersey who exchanges rental property A with a fair market value of \$1.2 million for rental property B with a fair market value of \$1.0 million and receives \$200,000 in cash (non-like kind property). An estimated tax payment is required on the \$200,000 non-like kind property for nonresidents.

PROPERTY A	\$1,200,000
PROPERTY B	\$1,000,000
CASH \$	\$ 200,000
Estimated tax payment for GIT/REP-1	\$ 4,000

Box 16 is only for sellers and their spouses/civil union partners if the sellers and/or their spouses/civil union partners are members of the U.S. Armed Forces. **Note:** Stolen Valor is a crime in New Jersey pursuant to N.J.S.A. 38A:14-5.

Signature. The seller must sign and date the Seller's Declaration. If the seller has appointed a representative who is signing the Seller's Declaration on their behalf, either the Power of Attorney executed by the seller must have been previously recorded or recorded with the deed to which this form is attached, or a letter signed by the seller granting authority to the representative to sign this form must be attached.

The seller must give the completed GIT/REP-3 to the settlement agent at closing. The county clerk will attach this form to the deed when recording it. If the form is not completed in its entirety, or if the settlement agent does not submit the original form with the deed, the county clerk will not record the deed.

AFFIDAVIT OF TITLE

STATE OF NEW JERSEY ,
COUNTY OF ESSEX , SS:

APPLICATION NO.

THE TOWN OF WEST ORANGE, by Mayor Robert D. Parisi say(s) under oath upon affirmation:

1. Representations. If only one person signs this affidavit, the words "we", "us" and "our" shall mean "I", "me," and "my". The statements in this affidavit are true to the best of our knowledge, information and belief.

2. Name, Age and Residence. We have never changed our names or used any other names. We are citizens of the United States and at least 18 years old. After today, we will live at 66 Main Street, Room 101, West Orange, New Jersey.

3. Ownership and Possession. We are the only owners of property located at Block 175.08, Lot 7, West Orange, New Jersey called "this property". We now sell this property to DOV GARDIN and MIRIAM GARDIN called "the Buyers". We are in sole possession of this property. There are no tenants or other occupants of this property. We have owned this property since November 17, 1941. Since then no one has questioned our ownership or right to possession. We have never owned any property which is next to this property. Except for our agreement with the Buyers, we have not signed any contracts to sell this property. We have not given anyone else any rights concerning the purchase or lease of this property.

4. Improvements. No additions, alterations or improvements are now being made or have been made to this property since October 1, 2019. We have always obtained all necessary permits and certificates of occupancy. All charges for municipal improvements such as sewers, sidewalks, curbs or similar improvements benefitting this property have been paid in full. No building, addition, extension or alteration on this property has been made or worked on within the past four months. We are not aware that anyone has filed or intends to file a mechanic's lien or building contract relating to this property. No one has notified us that money is due and owing for construction, alteration or repair work on this property.

5. Liens or Encumbrances. We have not allowed any interests (legal rights) to be created which affect our ownership or use of this property. No other persons have legal rights in this property, except the rights of utility companies to use this property along the road or for the purpose of serving this property. There are no pending lawsuits or judgments against us or other legal obligations which may be enforced against this property. No bankruptcy or insolvency proceedings have been started by or against us. We have never declared bankrupt. No one has any security interest in any personal property or fixtures included in this sale. We have not received any notices no do we have any knowledge of any added assessments regarding the Property. All liens (legal claims, such as judgments) listed on the attached judgment or lien search are not against us, but against others with same or similar names. There are no open mortgages that affect the subject premises.

6. Marital History. (Check where appropriate)

- We are not married.
- We are married to each other. We were married on , . The maiden name of was .
- This property has never been occupied as the principal matrimonial residence of any of us. (If it has, or if it was acquired before May 28, 1980, each spouse must sign deed and affidavit N.J.S.A. 3B:28-2,3.)
- Our complete marital history is listed above.
- Our complete marital history is listed below under paragraph 7. This includes all marriages not listed above, and any pending matrimonial actions. We include how each marriage ended. We have attached copies of any death certificates and judgments for divorce or annulment including any provisions in these judgments which relate to this property.

7. Recognizances. The undersigned hereby certify that there are no recognizances filed against the undersigned as either principal or surety or against the property which is the subject of this transaction.

8. Child Support. (Check where appropriate)

- There are no outstanding child support orders or judgments against this deponent.
- There is a child support order outstanding (Docket #) against deponents(s). All payments however, are current as of this date.

9. Division of Motor Vehicles. There are no unpaid liens or surcharges levied against this deponent by the Division of Motor Vehicles.

10. Exceptions and Additions.

- We are a civil union couple, said civil union having been solemnized on . If applicable - The prior name of was .

11. Reliance. We make this affidavit in order to induce the Buyer(s) to accept our deed. We are aware that the Buyer(s), their lender, and (Title Company) will rely upon our truthfulness and the statements made in this affidavit.

Signed and affirmed to before me on
_____, 2020

THE TOWN OF WEST ORANGE

A Notary Public of New Jersey

By: Mayor, Robert. D. Parisi