

**ORDINANCE NO. 2024-3435**

**TOWNSHIP OF MIDDLETOWN  
COUNTY OF MONMOUTH**

**ORDINANCE AUTHORIZING ENTRY OF PURCHASE AND SALE  
AGREEMENT WITH THE RICHARD J. STAVOLA FAMILY TRUST FOR  
THE ACQUISITION OF BLOCK 1030, LOTS 7 AND 10 (127 HUBBARD  
AVENUE) FOR OPEN SPACE PRESERVATION PURPOSES**

**WHEREAS**, since its last open space referendum, the Township of Middletown (the “**Township**”) continues to advance efforts to preserve the Township’s remaining open spaces; and

**WHEREAS**, the Richard J. Stavola Family Trust (the “**Stavola Trust**”) is the owner of a certain parcel of land being approximately +/- 17.045 acres identified as Block 1030, Lots 7 and 10, on the Official Tax Map of the Township, commonly known as 127 Hubbard Avenue (the “**Property**”); and

**WHEREAS**, the Township and the Stavola Trust seek to enter into a Purchase and Sale Agreement (the “**Agreement**”) for the Property; and

**WHEREAS**, the acquisition of the Property is for an agreed purchase price of \$2,025,000, with the Stavola Trust donating \$1,000,000 of the purchase price to the Township, for a net purchase price of \$1,025,000; and

**WHEREAS**, the Township’s acquisition of the Property by ordinance is authorized by the Local Lands and Buildings Law, N.J.S.A. 40A:12-1 et seq.

**NOW, THEREFORE, BE IT ORDAINED** by the Township Committee of the Township of Middletown, in the County of Monmouth, State of New Jersey, as follows:

**SECTION 1. Acquisition of Property.**

Pursuant to the provisions of the Local Lands and Building Law, N.J.S.A. 40A:12-1 et seq., the Township is hereby authorized to acquire fee simple title to the land and premises identified as Block 1030, Lots 7 and 10 (127 Hubbard Avenue) on the Township’s official tax map, consisting of approximately +/- 17.045 acres for a purchase price of \$2,025,000 with a \$1,000,000 donation to the Township being credited at closing for a net purchase price of \$1,025,000.

**SECTION 2. Purchase and Sale Agreement.**

The Township approves the terms and conditions of the Agreement substantially in the form attached hereto as **Exhibit A** by and between the Township and the Stavola Trust, subject to minor revisions approved by the Township Administrator as recommended by the Township Attorney that do not substantially modify the terms and conditions of the Agreement, provided that the total consideration paid under the Agreement is not increased.

**SECTION 3. Delegation of Authority.**

The Mayor, Township Attorney, and Township Clerk are hereby authorized and directed to take any and all steps reasonably necessary to effectuate the foregoing, including the execution of all documents required for the acquisition of the Property, including but not limited to the Agreement and other conveyance documents and submissions to Green Acres.

**SECTION 4. Severability.**

If any section, subsection or paragraph of this ordinance be declared unconstitutional, invalid or inoperative, in whole or in part, by a court of competent jurisdiction, such chapter, section subchapter or paragraph shall to the extent that is not held unconstitutional, invalid or inoperative remain in full force and effect and shall not affect the remainder of this ordinance.

**SECTION 5. Repealer.**

All ordinances and resolutions, and parts of ordinances and resolutions which are inconsistent with provisions of this ordinance shall be, and are hereby, repealed to the extent of any such inconsistency.

**SECTION 6. Effective Date.**

This ordinance shall take effect after final adoption and approval pursuant to law.