

**APPLICATION
SUBDIVISION, SITE PLAN, SITE PLAN WAIVER, CONCEPT DESIGN**

PLEASE FILE 15 COPIES OF THIS COMPLETED DOCUMENT 30 DAYS BEFORE THE REGULAR MEETING OF THE PLANNING BOARD.

Applicant's Name ASBS Properties, LLC

Address 26 Murray Way Sicklerville, NJ 08012 Phone # _____

Applying For

Subdivision Site Plan Site Plan Waiver Concept Design, located at _____

Runnemede, New Jersey Block 46 Lot 1, 1.01, 2, 2.01 Plate _____ Location of Nearest Intersection _____

PLEASE PRINT

Does this constitute new application revision or resubmission of a prior application?

ATTACH A COPY OF ANY DEED RESTRICTIONS, COVENANTS OR EASEMENTS AFFECTING THIS PROPERTY

Owner's Name (if different than applicant) George and Carol Starch

Address 112 Shady Hollow Grandfols, TX 78132 Phone# _____

Are you being represented by an attorney, real estate broker, or a land use professional? If so, please state:

Name Keith R. Trumble, Esq.

Address 900 R. 108, Suite B-2 Turnersville NJ 08012 Phone# 856 232 9500

Interest of Applicant if other than the Owner _____

STATEMENT OF LANDOWNER WHERE APPLICANT IS NOT THE OWNER:

I, George Starch owner of Lot(s) 1, 1.01, 2.01 in Block(s) 46 in the Borough of Runnemede, Camden County, New Jersey, hereby acknowledge that the application of ASBS Properties, LLC for a subdivision site plan approval/site plan waiver/concept design of said Lot(s) is made with my complete understanding and permission and in accordance with an agreement for purchase or option agreement entered into between myself and the applicant herein stated:

George and Carol Starch
Carol J. Starch
Signature of Landowner

APPLICATION FOR VARIANCE

TO THE BOARD OF ADJUSTMENT:

An application is hereby made for a (hardship) (use) variance from the terms of Article(s) and Section(s) _____ of the Zoning Ordinance so as to permit

the Applicant to rent the 2nd floor residential apartment and use the main floor as a commercial office

DESCRIPTION OF PROPOSED STRUCTURE OR USE

PREMISES AFFECTED known as Block 46 Lot 1, 1.01, 2, 2.01

Street address: 17-19 N. Black Horse Pike, Runnemede, New Jersey

Applicant: ASBS Properties LLC Address 17-19 N. Black Horse Pike

Owner: George Stoned Address 112 Shady Hollow Braunfels, TX 78132

Lessee: _____ Address _____

Last previous occupancy _____

Size of Lot _____ Size of Building(s) (Present and/or Proposed):

At street level _____ ft. Front _____ ft. Deep _____

Percentage of lot occupied by building(s) _____ % Height of Building(s) _____ stories _____ ft.

Set back: Front property line _____ feet. From side (if corner lot) _____ feet

Zoning requirements frontage _____, side yards _____, set-back _____, rear yard _____

"Prevailing set-back" of adjoining buildings within one block _____ feet

Has there been any previous appeal involving these premises? Yes _____ No _____

If yes, state character of appeal and date of disposition _____

Proposed Use:

The Applicant will continue to use the property in the same manner it has been used for the last 40 yrs. The property is a mixed use building with a commercial tenant and a residential tenant in the upstairs apartment.

Form 493-1

**BOROUGH OF RUNNEMEDE
PLANNING BOARD
24 N. BLACK HORSE PIKE
RUNNEMEDE, NJ 08078**

TAX AND ASSESSMENT PAYMENT REPORT

Section I (to be completed by the applicant)

Name of Applicant ASBS Properties, LLC

Address 26 Murray Way Sicklerville NJ 08012

has made application to this Planning Board for Block 46 Lot 1, 2, 1.01, 2.01 located at
17-19 Black Horse Pike

Whose record owner is George and Carol Stanch

Owner's address 112 Shady Hollow Brauntels, Texas 78132


I request the Tax Collector to determine whether there are any delinquent taxes and/or assessments due.

Date _____ Applicant's Signature Amr Salah
873500A75R5843C

Section II (to be completed by the Tax Collector)

- I find that:
- All taxes due have been paid.
 - All assessments due have been paid.
 - The following are delinquent and past due.

Tax Collector

Contract prepared by:  Charles M. Izzo, Attorney at Law

***This is a Final and Binding Contract
Prepared by a Licensed New Jersey Attorney pertaining to a
Commercial Transaction – Read before signing***

Agreement

For Purchase and Sale of Real Estate

known as

17-19 Black Horse Pike, Runnemede NJ 08078

December 9, 2021

This contract is entered into on the above indicated date between the

Seller(s): **George M. Stanch & Carol J. Stanch**
112 Shady Hollow
Braunfels, TX 78132

and the

Buyer(s): **Amr Saleh**
26 Murray Way
Blackwood, NJ 08012

1. **Agreement:** Seller, in consideration of the covenants and agreements on the part of Buyer herein contained, agrees to sell and convey to Buyer, and Buyer agrees to buy that certain lot, parcel, or piece of land described and designated as Block 46, Lot 2 located in the Borough of Runnemede – commonly known as **17-19 Black Horse Pike** and which parcel measuring 44 feet by 150 feet more or less and contains a structure described as a mixed use commercial building. This contract also includes the purchase and sale between these same said parties of a yet undivided and unnamed portion of an adjoining grass yard (Block 46 Lot 1 approximately 48 x 150. The consideration stated below includes the delivery of title to that yet undivided parcel. This contract does not include or provide for the sale or release of the Seller's registered trade name, good will or any non-attached personal property.
2. **Purchase Price.** In consideration of the conveyance of title and possession to him, the Buyer agrees to pay to the Seller the Purchase Price of **Three Hundred Thousand Dollars (\$300,000.00)** as follows:
 - a. **Down-payment.** To be paid by the Buyer upon the complete signing of this

purchase funds along with applicable closing costs that are properly allocated to the buyer and collectable at the closing.

c. Refund. In the event that the seller is unwilling or unable to close the transaction by delivering marketable title and actual possession of the premises and the augmented premises on the date and terms set forth and agreed to herein the the Seller shall forthwith release all claims to the initial downpayment to the buyer.

d. Mortgage Contingency. The Buyer's obligation to perform the obligations under this contract and to close this transaction are contingent on the Buyer successfully obtaining a commitment letter from an institutional lender therein promising to make an applicable long term (fifteen years or longer) purchase money loan in the minimum amount of \$270,000.00 on terms typically available in the local mortgage marketplace for similar transactions. **The deadline** for obtaining such approval or commitment shall be January 15, 2021. Such deadline may, however, be extended for a period of 30 days but only by the written mutual consent of the parties.

e. Land augmentation contingency. The Seller, as owner of an adjoining parcel known as Block 46, Lot 1, further agrees that the Buyer's obligation to perform the obligations under this contract and to close this transaction are contingent on successfully obtaining approval from the land use board of the Borough of Runnemede to subdivide a portion of Seller's adjacent parcel of land to create a separate lot approximately 48 feet by 150 feet in dimension to be used by Buyer for off street parking.. Seller makes no representations as to the suitability of that property for that proposed purpose or as to the general merits of such application. The parties agree that the portion to be subdivided is loosely defined by the location of an existing sidewalk running perpendicular to the Black Horse Pike. The parties further agree that the Buyer will select and retain qualified professionals in this regard and that the Buyer will advance and provide all funds payable for the engineering, administrative and legal process related to seeking such approval and that the Seller will not be required to reimburse the Buyer for the cost of such

3. *Transfer of Title.* Seller, upon satisfaction of the contingencies and when the purchase price and all other amounts to be paid to Seller are fully paid as herein provided, will execute and deliver to the Buyer a Bargain and Sale Deed with Covenants against Grantor's Acts, conveying said properties free of all encumbrances made, done or suffered by Seller and a proper and complete Affidavit of Title. Seller shall also deliver and turn over to the Buyer all keys, assessment records and future due tax bills. Seller shall not enter the premises after the time of closing. At the time of closing Seller shall pay the applicable New Jersey Transfer Tax assessed only along with the actual cost of recording any documents applicable to clearing title. The Buyer shall bear the cost of recording the new Deed and Mortgage. The Buyer shall pay one-half of the cost of conducting the settlement and all applicable Notary Fees and mailing fees.

4. *Due Diligence Period.* The Buyer is afforded a period of exactly 30 calendar days starting on the day the seller receives a fully signed copy of this agreement as a due diligence period. The purpose of this period is to allow the Buyer to

(a) investigate and determine at his own cost, on his own volition and to his own satisfaction that there are no laws or regulations that would prevent the rehabilitation or re-use of this property as a suitable business location for his enterprise.

(b) have (at his own cost) the property professionally inspected for substantial physical and structural defects that would render it irredeemably unusable as a contractor's office under any foreseeable circumstances.

(c) utilize a sufficient period of time in order to arrange suitable financing of all or part of the remaining balance of the purchase price.

If for any reason consistent with the provisions set forth above, the Buyer, does find a good faith reason to cancel this agreement during the due-diligence period, based upon actual investigation of such laws and regulations, or inability to arrange suitable financing, the Buyers may do so at their sole discretion by notifying the Seller of the basis for such cancellation and shall thereupon be entitled to a refund of the down payment funds theretofore posted.

5. *Sellers Affidavit* Seller will furnish to Buyer an affidavit attesting that no work has

structure(s) will be delivered to Buyer in "as-is" condition, subject to any and all existing documented tenancies and with all utilities legally approved and connected. The purchase price reflects a concession from the seller in consideration of the buyer's acceptance of the subject property in its present condition. The Buyer will apply for and obtain legal approval regarding the **placement and function of satisfactory smoke-detectors** and CO detectors in compliance with NJ Law and also apply for approval of the premises for **continuing use and occupancy** in accordance with the ordinance governing the transfer of real property and regulations governing real property in the Borough of Runnemede before allowing anyone to use or occupy the premises or allowing any new tenancy to be established. It is further agreed that the Seller shall hold harmless the Buyer for any claims made by third parties for compensation of bodily injuries alleged to have been sustained before the closing date.

7. **Adjustments.** Property taxes, unpaid or pre-paid, special assessments, municipal and county sewer charges, and any remaining heating oil remaining in the oil tank shall be prorated between the parties at the closing. There shall be no adjustment for unpaid rent or for any other personal property left on the premises by the Seller.

8. **Risk of loss and Insurance.** Seller shall keep all of the improved premises insured for the insurable value until the closing. Seller shall bear the risk of all loss or damages to the Premises from all causes only until the closing. Buyer, thereafter, shall bear all risk of loss and is **advised by signing this agreement to purchase and maintain casualty and liability insurance in his own name (before the closing) for the insurable value of the property which insurance shall be effective from the date of the closing onwards.**

9. **Survey.** Buyer has the option to obtain his own land survey before the closing date. If buyer waives or neglects that opportunity then the Buyer agrees that this proposed conveyance is subject to any state of facts that an accurate survey shall reveal so long as such survey does not render title unmarketable.

10. **Tenancy.** The Seller shall, at the closing deliver the property to the Buyer without liability to any former tenants or obligations to any present or prospective tenant. Seller affirms and guarantees to the Buyer that he has accepted no long term

any pending Complaints or Orders affecting the permitted usage of the premises or aware of any present tenancy that violates any such local zoning ordinance.

12. Bulk Sale Clearance. Upon request, Seller agrees to complete and sign such forms as have been promulgated by the New Jersey Division of Taxation to comply with the provisions of the bulks sales law, N.J.S.A. 54:50-28 and 54:50-38. Purchaser is authorized to submit such forms and a copy of this Agreement to the Division of Taxation at least ten (10) days prior to the closing date in accordance with applicable regulations. The closing shall not occur until Purchaser has received a response from the Division of Taxation advising whether an escrow is required. If the Division of Taxation requires that an escrow be held on account of any unpaid taxes, interest and/or penalties of any nature, such amount shall be held in escrow from the closing proceeds by the Title Insurer or Purchaser's Counsel. Seller shall be solely responsible for all taxes, interest and penalties due and owing to the State of New Jersey by Seller. Upon receipt of notice of the sums owed to the State of New Jersey, the escrow holder is authorized to disburse such amounts from the escrow in satisfaction of such outstanding obligation. The escrow established shall not terminate until the requirements of the Division of Taxation in establishing the escrow have been satisfied as evidenced by a clearance letter.

13. Successors. The terms, conditions and covenants of this Agreement shall be binding on and shall inure to the respective parties hereto, but no assignment or transfer by Buyer of this contract, or of his interest in the property described herein, shall be valid, unless made with the written consent of Seller.

14. Entire Agreement and Jurisdiction. This Agreement concerns a real property transaction in Camden County, New Jersey. All disputes and claims stemming from or relating to this agreement will be subject to the jurisdiction of the Superior Court of New Jersey, Camden County vicinage. It is the entire Agreement between the Seller and Buyer. No representations, promises, whether oral, implied, or otherwise, shall be binding on either party to this Agreement unless they are set forth

contractual relationship between the Seller and the Broker **Stephen Moore of Compass**
RE are those particular terms and conditions having been set forth in said listing
agreement.

*In witness whereof, the parties hereunto have set forth their legal signatures
below on the date indicated.*

Amr Saleh, Buyer

Date: _____

George M. Stanch, Seller

Date: _____

Carol J. Stanch, Seller

Date: _____

FIRST CONTRACT ADDENDUM
Regarding Contract for Purchase and Sale of
Real Estate

known as
17-19 Black Horse Pike Runnemede NJ

WHEREAS, Seller and Buyer are parties to a certain Contract for Sale of a commercial real property known as

17-19 Black Horse Pike Runnemede NJ (hereinafter the "Contract"); and

WHEREAS, Seller and Buyer agree that in the event of ambiguity as between the Contract and this Addendum, the terms of this Addendum shall control.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows: The Purchase and Sale Contract dated 12/9/21 is hereby modified and amended only as follows:

The Mortgage Contingency clause in paragraph 2 (d) is modified so as to prescribe that the deadline for approval is extended to the date of April 15, 2022 the automatic 30 day extension provision of that deadline remains unchanged.

All other provisions not referenced above remain unchanged and fully in effect.

I WITNESS WHEREOF, the parties hereto have executed this Agreement on this day of March 1, 2022.

Date: 3.1.2022

Buyer

Amr Saleh
Amr Saleh

Date: _____

Seller

George M. Stanch
George M. Stanch

Date: _____

Seller

Carol J. Stanch
Carol J. Stanch

Prepared by David A. Thatcher, Esquire

SECOND ADDENDUM

**Buyer: Amr Salch
26 Murray Way
Blackwood, New Jersey 08012**

**Seller: George Stanch
Carol Stanch
112 Shady Hollow
Braunfels, Texas 78132**

**Premises: 17-19 Black Horse Pike
39 Black Horse Pike
Runnemed, New Jersey
Block: 46 Lots: 1, 2 and 2.01**

Buyers and Seller are parties to a certain Contract for Sale of Real Estate..

Buyers and Seller desire to Amend the Contract for Sale and it is hereby agreed between Buyers and Seller that the following Addendum shall be added to the Contract of Sale between the above referenced parties. Further, if there is any conflict between the provisions of this Addendum and the provisions of the Contract of Sale, the provisions of this Addendum shall control.

Now, therefore, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the parties, intending to be legally bound to the terms set forth herein.

The Contract of Sale is hereby amended to reflect the following:

1. The Buyer's rights in the Contract of Sale are hereby assigned to ASBS Properties, LLC, which is a limited liability in which the Buyer is a principal.
2. Closing on this transaction shall take place on or before June 15, 2022.

All other terms as set forth in the Contract shall remain in full force and effect.

(Signatures on Page Following)

Witness:

Amr Saleh, Buyer

Date:

George Stanch

George Stanch, Seller

Date: 4/7/2022

Carol J. Stanch

Carol Stanch Seller

Date: 4/7/22

Prepared by David A. Thatcher, Esquire

FIFTH ADDENDUM

**Buyer: ASBS PROPERTIES, LLC
26 Murray Way
Blackwood, New Jersey 08012**

**Seller: George Stanch
Carol Stanch
112 Shady Hollow
Braunfels, Texas 78132**

**Premises: 17-19 Black Horse Pike
39 Black Horse Pike
Runnemede, New Jersey
Block: 46 Lots: 1, 2 and 2.01**

Buyers and Seller are parties to a certain Contract for Sale of Real Estate.

Buyers and Seller desire to Amend the Contract for Sale and it is hereby agreed between Buyers and Seller that the following Addendum shall be added to the Contract of Sale between the above referenced parties. Further, if there is any conflict between the provisions of this Addendum and the provisions of the Contract of Sale, the provisions of this Addendum shall control.

Now, therefore, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the parties, intending to be legally bound to the terms set forth herein.

The Contract of Sale is hereby amended to reflect the following:

1. Closing on this transaction shall take place on or before November 15, 2022.


All other terms as set forth in the Contract shall remain in full force and effect.

(Signatures on Page Following)


Witness:

ASBS PROPERTIES, LLC
BUYER

BY: Amr Saleh, Member
Date:


George Stanch, Seller

Date: 9/29/2022


Carol Stanch Seller

Date: 9/29/22

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION

ASBS PROPERTIES LLC
0450778086

The above-named DOMESTIC LIMITED LIABILITY COMPANY was duly filed in accordance with New Jersey State Law on 03/03/2022 and was assigned identification number 0450778086. Following are the articles that constitute its original certificate.

1. **Name:**
ASBS PROPERTIES LLC
2. **Registered Agent:**
AMR SALEH
3. **Registered Office:**
26 MURRAY WAY
BLACKWOOD, NEW JERSEY 08012
4. **Business Purpose:**
INVESTMENT AND MANAGE OF RESIDENTIAL RENATL PROPERTY
5. **Duration:**
PERPETUAL
6. **Effective Date of this Filing is:**
03/03/2022
7. **Members/Managers:**
AMR SALEH
26 MURRAY WAY
SICKLERVILLE, NEW JERSEY 08012

SAMIA EL ATTAR
26 MURRAY WAY
BLACKWOOD, NEW JERSEY 08012

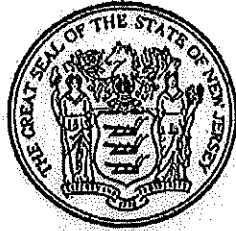
8. **Main Business Address:**
26 MURRAY WAY
SICKLERVILLE, NEW JERSEY 08012

Signatures:
CHARLES M. IZZO
AUTHORIZED REPRESENTATIVE

NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES

CERTIFICATE OF FORMATION

ASBS PROPERTIES LLC
0450778086




Certificate Number: 4163464344
Verify this certificate online at
https://www1.state.nj.us/TYTR_StandingsCert/ISP/Verify_Cert.jsp

*IN TESTIMONY WHEREOF, I have
hereunto set my hand and
affixed my Official Seal
3rd day of March, 2022*

A handwritten signature in cursive script, appearing to read "Elizabeth Maher Muolo".

Elizabeth Maher Muolo
State Treasurer

 **DEPARTMENT OF THE TREASURY**
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 03-03-2022

Employer Identification Number:
88-1010106

Form: SS-4

Number of this notice: CP 575 B

ASES PROPERTIES
AMR SALEH MBR
26 MURRAY WAY
BLACKWOOD, NJ 08012

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-1010106. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did not apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 1065

03/15/2023

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, estate, trust, EPMF, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is ASBS. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, Safeguarding Taxpayer Data; A Guide for Your Business.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

Keep this part for your records.

CP 575 B (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 B

999999999

Your Telephone Number _____ Best Time to Call _____
()

DATE OF THIS NOTICE: 03-03-2022
EMPLOYER IDENTIFICATION NUMBER: 88-1010106
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023
[Barcode]

ASBS PROPERTIES
AMR SALEH MBR
26 MURRAY WAY
BLACKWOOD, NJ 08012

**THATCHER PASSARELLA, P. C.
 DAVID A. THATCHER, ESQ.
 Attorney ID No.: 017671992
 128 Ganttown Road
 Turnersville, NJ 08012
 (856) 232-3270
 Attorneys for Seller**

**SUPERIOR COURT OF NEW JERSEY
 CAMDEN COUNTY**

**GEORGE STANCH, AND
 CAROL STANCH**

DOCKET NO

Sellers.

CIVIL ACTION

**CERTIFICATION OF GEORGE AND
 CAROL STANCH**

We, George and Carol Stanch, hereby certify as follows:

1. We are the owners of 17-19 North Black Horse Pike, Runnemede, New Jersey.
2. We were married in 1966. Shortly after our marriage we moved in to 17 North Black Horse Pike and used this property as our residence.
3. We purchased the property in 1975 and continued to reside there until approximately 1988 when we built a house on First Avenue.
4. After moving to our house on First Avenue we started renting out 17 North Black Horse Pike as a residential rental property and rented it out continuously from the time we moved out.
5. 17 and 19 North Black Horse Pike were consolidated into one lot some time in the 90's.
6. 19 North Black Horse Pike was always a commercial property.



**LAW OFFICE
 THATCHER
 PASSARELLA P.C.
 128 Ganttown Road
 Turnersville, NJ 08012
 856.232.3270**

