

This Contract has been prepared by Matthew Thomas Rooney, Esquire, Municipal Solicitor for the Township of Middle. Because it has been prepared by legal counsel, it does not contain an attorney review clause that would permit any party to withdraw from the Contract subsequent to its execution by the parties hereto. If Buyer desires legal counsel, Buyer is advised to retain an attorney before the Buyer bids on any parcel at the Middle Township Land Sale, because upon Buyer's execution, Buyer shall be bound by all terms and conditions of this Contract.

CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on _____,

BETWEEN: **THE TOWNSHIP OF MIDDLE**, a municipal corporation of the State of New Jersey with a principal address of 33 Mechanic Street, Cape May Court House, New Jersey, 08210, hereinafter referred to as "Seller",

AND

(High - Bidder / Buyer's Name)

(Phone #)

Address
hereinafter referred to as "Buyer".

The words "Buyer" and "Seller" include all Buyers and Sellers listed above, including their heirs, personal representatives, successors and assigns. This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

BACKGROUND AND CONDITIONS OF CONTRACT

Seller owns property that it has been placed for sale through a public land sale auction.

Buyer was the High - Bidder at said auction for this parcel. It is a condition of sale of this parcel that the Buyer sign this Contract. This contract, or a form of it, has been available for inspection and review by any member of the public in the Middle Township Tax Assessors office. It is presented with the General Rules of Land Sales, which are available, and given to anyone who asks and to all who ask that a Township-owned parcel be placed up for auction. The contract was also available at the land sale auction for review before bidding.

This document incorporates any and all terms contained in the General Rules of Land Sale, which is attached hereto. This Agreement must be expressly approved by the Township Committee of the Township of Middle in order to be valid and enforceable.

TERMS

1. **Purchase Contract.** The Buyer agrees to buy the parcel for which Buyer was the High-Bidder at the Land Sale Auction. The Buyer understands and agrees that this contract is conditioned on the Township Committee of the Township of Middle confirming the contract and the sale of this property. Buyer acknowledges that he/she/it has been provided a fully executed copy of this contract and the General Rules of Land Sale.

2. **Property.** The property to be sold consists of land and improvements thereon. The real property to be sold is commonly known as

Street Address: _____

Block _____, Lot _____ on the Municipal Tax Map of the Township of Middle, County of Cape May, and State of New Jersey.

3. **Purchase Price.** The purchase price is \$ _____

4. **Payment of Purchase Price.** The Buyer will pay the purchase price as follows:

- a. Deposit (to be held by the Seller)
(10% of bid price paid at the time of the Auction Sale) \$ _____
- b. Deed preparation/Township Attorney fee \$ 650.00
- c. Recording of Deed (If done by Township) \$ 13.00
- Total Payment Due** (at time of the Auction Sale) \$ _____

BALANCE DUE

Cash, certified or bank cashier's check (90% of bid price) \$ _____
(Due within 70 days of the auction date _____)

Total Purchase Price \$ _____

The balance of 90% of the highest bid (payment required by paragraph 4(b) above) shall be paid in cash or by certified or bank cashier's check to the Township of Middle, and must be received by Chief Financial Officer of the Township of Middle, not later than seventy (70) days after the date of the auction sale. If the payment is not received within seventy (70) days, the Buyer shall lose any and all rights to purchase the property and shall also forfeit any deposit as referenced in paragraph 4(a) above. Time is of the essence with regard to such closing, however, should the Township require additional time to deliver marketable title, an additional thirty (30) days shall be provided.

5. **Other payments by Buyer.** In addition to the Deposit paid pursuant to paragraph 4(a) above, the Buyer at the time of the public auction sale shall pay:

- a. \$150.00 as a fee for the deed preparation (additional charge for recording of the deed)
- b. \$500.00 as a fee for the Township Attorney; payable to the Township.
- c. \$ 13.00 as a fee for the Township to record the deed

6. **The Closing of Title.** The Closing date cannot be made final at this time. Buyer must, however, make payment in full within seventy (70) days as required by paragraph 4 above. Closing shall occur in Middle Township Municipal Hall or at the office of Buyer's Title Company located in Cape May County.

7. **Title Insurance.** It shall be the sole responsibility of the Buyer, to obtain a title insurance policy for the property. Other than the covenant against grantor's acts contained in its deed, the Township makes no representations or warranty about the condition or quality of the title to the property. Should the Township be unable to transfer clear title, Buyer's only remedy shall be a return of deposit monies.

8. **Type of Deed.** A deed is a written document used to transfer ownership of property. In this sale, the Seller agrees to give Buyer a properly executed "Bargain and Sale Deed, with covenant against grantor's acts", which the Buyer agrees to accept. The deed shall contain language that the conveyance is subject to certain terms and conditions, specifically, the following, and perhaps others depending on the peculiarities of each specific parcel:

a. All water liens, rates or charges, if any, due the Township of Middle, which the Grantee assumes and agrees to pay.

b. Such taxes as may hereafter be due for the balance of the year.

c. Zoning Ordinances of the Township of Middle and any other ordinance or statute that may affect the use of the property.

d. The lands are not sold upon any representation that the Township will install any drains, sewers, roads, curbing or other improvements.

e. Subject to easements and restrictions, if any, affecting the said premises whether recorded or unrecorded.

f. The property is being conveyed in an "as is" condition. The Township makes no representation as to the condition of the same, nor does the Township make any warranty, implied or expressed, conditional or unconditional, regarding same.

g. Subject to such state of facts as an accurate survey may disclose.

h. Subject to such variations and easements which a title search and survey may reveal.

i. Any and all terms and conditions contained in the General Rules of Land Sale.

j. The Township of Middle, for itself, its successors and assigns, shall reserve unto itself the right to construct, install, build, operate, maintain, use, repair, replace and relocate such public utilities and cable television facilities, within the described premises, which it may, at any time hereafter, deem necessary for the public health, safety, convenience and welfare, and the Township of Middle shall further reserve unto itself the right to use, maintain, repair, replace and relocate all existing utilities and cable television facilities owned or controlled by it located in, adjacent to, upon or through said land, and further reserves unto itself an easement over, under, through and across the portion of the land described as may be necessary or expedient for the purpose of maintaining, replacing, relocating, installing, leveling, constructing and repairing its utilities, mains and appurtenances, if any, wherever there exists a pipeline and appurtenances thereto beneath the surface of the aforesaid described land. The Township of Middle shall further reserve for its benefit and the benefit of any utility or cable television company the right to maintain, repair, and replace utilities or facilities installed by them in, adjacent to, over or through the aforesaid land. All of the aforesaid rights are to be exercised solely at the option and discretion of the Township of Middle and this is not to be interpreted as an obligation of the Township to provide such services.

9. **Buyer Financially Able to Close.** The Buyer represents that the Buyer will have sufficient cash available to complete this purchase.

10. **Improvements.** The Township makes no representations, warranties or guarantees that any and all improvements on the parcel are within the property boundaries, nor any representations, warranties or guarantees regarding the property that an accurate survey would show. **Buyer was urged to perform their due diligence before bidding on a parcel.**

11. **Easements.** The Township makes no representations, warranties or guarantees about the existence or non-existence of any covenants, restrictions, easements, right-of-way rights, or other encumbrances on the property. The High – Bidder/Buyer takes title to the property subject to any and all such covenants, restrictions, easements, right-of-way rights, or other encumbrances. It is not a sufficient reason for a High - Bidder/Buyer to get their deposit back that they later find out that there are significant restrictions on the property.

12. **Zoning Laws.** The Township makes no representations, warranties or guarantees about the size or dimensions of the property (Buyer has been informed that the tax maps are not always accurate and are not to be relied upon), whether or not the property meets existing zoning regulations, has improved street access, is subject to any environmental constraints, or is able to be improved with any buildings or other structures. The Township of Middle will not construct or maintain access roads to any parcel. The Township of Middle specifically cautions potential bidders that the property may not qualify for a building permit due to a lack of sufficient water supply, lack of sewer service or ability to install a septic system, lack of access, inadequate lot size, or other reason. Any development or improvements to the parcel must comply with all applicable zoning, building, environmental and health ordinances regulations, local, county, state and federal. **Buyer was urged to perform their due diligence before bidding on a parcel.**

13. **Risk of Loss.** The risk of loss or damage to the property by fire or otherwise, excepting normal wear and tear, is on the Seller until the closing. If there is damage, the Buyer can proceed with the closing and either: (a) require the Seller to repair the damage before closing; or (b) instead of repair by the Seller, make a proper deduction for the estimated cost of repair from the purchase price. In addition, the Buyer may cancel this Contract if the estimated costs of repair are more than 10% of the purchase price.

14. **Assessments.** Certain municipal improvements, such as sidewalks and sewers, may result in a municipality charging property owners to pay for the improvement. These charges are called assessments. All assessments which may be imposed by the municipality for public improvements, which have been completed as of the date of this Contract, are to be paid in full by the Seller unless specifically stated at the time of the Auction Sale.

15. **Adjustments at Closing.** None.

16. **Closing Costs.** Any and all closing costs are to be paid by the Buyer, including any taxes required by the State of New Jersey.

17. **Recording of Contract.** This Contract shall not be recorded with the County Clerk or in any other office or place of public record. If the Buyer records this Contract or permits the same to be recorded, the Seller may, at his option, elect to treat this as a breach of this Contract.

18. **Possession.** At the closing, the Buyer will be given possession of the property. No tenant will have any right to the property unless otherwise agreed in this Contract by the Seller and the Buyer. This Contract is subject to the following leases: NO LEASES, unless specifically stated at the time of the Auction Sale.

19. **No Reliance on Others.** This Contract is entered into on the knowledge of the parties as to the value of the land and whatever buildings are upon the property and not on any representations made by the Seller, or their agents as to the character or quality.

20. **No Assignment.** This Contract shall not be assigned without the written consent of the Seller. This means that the Buyer may not transfer his rights to buy the property to anyone else.

21. **Default by Buyer.** If Buyer fails to comply with any obligation under this Contract, Seller may pursue any damages allowed it by law.

22. **Default by Seller.** In the event that the Seller does not perform in accordance with this Contract, or the Seller is unable to deliver marketable title, and the Buyer is unwilling to accept such title as the Seller can make, then this Contract shall be declared null and void, canceled and neither party shall have any obligation to the other.

23. **Notices.** All notices under this Contract must be in writing. The notices shall be delivered or mailed to the other party at the address written in this Contract, or to that party's attorney.

24. **Complete Contract.** This Contract (with its incorporated documents) is the entire and only Contract between the Buyer and Seller. This Contract cancels any previous Contracts between the Buyer and Seller. This Contract can only be changed by a Contract in writing signed by both the Buyer and the Seller. No representations have been made by the Seller, or its agents other than as set forth herein.

25. **Realtor's Commission.** Not applicable.

26. **Attorney Review.** There is no attorney review period.

IN WITNESS WHEREOF, the parties have signed their names and placed their seals on the dates appearing alongside of their names.

Township of Middle

BY: _____

Witness Date

Witness Date

Name Buyer