

BOROUGH OF SEASIDE PARK

NOTICE OF SALE OF MUNICIPAL LANDS

NOTICE is hereby given that pursuant to Resolution passed by the Seaside Park Borough Council, the Borough will offer at Public Auction Sale on Friday, August 17, 2012 at 11:00 a.m. at the Borough Council Chambers, 6th & Central Avenues, Seaside Park, New Jersey to the highest bidder under the terms and conditions established for the sale. The Borough is offering Block 71, Lots 35, 36, and 37 as one parcel for public sale. The Borough is not establishing a minimum bid price. Upon completion of the bidding, the highest bid may be accepted and all bids, including the highest bid, may be rejected by the Borough Council.

Each bidder wishing to submit a bid and participate in the auction shall be registered as a bidder prior to the sale. Bidder shall register by contacting Borough Administrator Robert Martucci at 732-793-3700. Each bidder shall complete the required registration form and prior to the actual sale present a certified or cashiers check in the amount of \$10,000.00 payable to the bidder which may be endorsed to the Borough Attorney Trust Account by the successful bidder. The presentation of the \$10,000.00 certified or cashier's check is a required pre-qualification to bid. A Tax Map showing the dimensions of said lot may be obtained from the Borough Clerk's Office, Monday through Friday, 8:00 a.m. to 4:00 p.m. located at 1701 North Ocean Avenue, Seaside Park, New Jersey, Telephone (732) 793-3700.


Karen Batna
Borough Clerk

July 17, 2012

- c:
- Filed in the Office of the Seaside Park Borough Clerk
 - Posted in the Seaside Park Borough Hall
 - Asbury Park Press
 - Star-Ledger

BOROUGH OF SEASIDE PARK LAND
REGISTRATION FORM

Please complete the following registration form if you would like to purchase vacant land located at 1311-1315 North Ocean Avenue, also known as Lots 35, 36 and 37 in Block 7 (one parcel) on the Official Tax Map of the Borough of Seaside Park, Ocean County, New Jersey.

NAME: _____

ADDRESS: _____

EMAIL ADDRESS: _____

TELEPHONE: HOME: _____

WORK: _____

CELL: _____

IDENTIFICATION:

1: PHOTO ID

2: TWO (2) PROOFS OF ADDRESS

3: DATE OF BIRTH

CERTIFIED OR BANK CASHIER'S CHECK FOR \$10,000.00 MADE PAYABLE TO "CITTA, HOLZAPFEL & ZABARSKY TRUST ACCOUNT" FOR DEPOSIT IN BOROUGH ATTORNEY'S NON-INTEREST BEARING TRUST ACCOUNT.

ALL BIDDERS ARE RESPONSIBLE TO COMPLY WITH THE RESOLUTION TO SELL REAL PROPERTY ATTACHED HERETO.

DATE: _____

SIGNATURE OF BIDDER

RESOLUTION OF THE BOROUGH OF SEASIDE PARK, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE SALE OF REAL PROPERTY NOT NEEDED FOR PUBLIC USE AND KNOWN AS BLOCK 71 LOTS 35, 36, & 37 ON THE SEASIDE PARK TAX MAP AND ALSO KNOWN AND DESIGNATED AS 1311-15 NORTH OCEAN AVENUE, SEASIDE PARK, NEW JERSEY PURSUANT TO N.J.S.A. 40A:12-1 ET SEQ. OTHERWISE KNOWN AS THE "LOCAL LANDS AND BUILDINGS LAW."

Resolution No. 2012-239

Adopted: July 12, 2012

WHEREAS, the Borough of Seaside Park currently holds title to real property known as Block 71, Lot 35; Block 71, Lot 36; and Block 71, Lot 37 and also known and designated as 1311-15 North Ocean Avenue, Seaside Park, New Jersey; and

WHEREAS, the governing body of the Borough of Seaside Park has determined that said property is no longer needed for public purposes and should be offered for sale to the highest bidder at public auction; and

WHEREAS, said sale will be for all the Borough's right, title and interest in and to lands premises hereinabove set forth; and

WHEREAS, the following terms and conditions shall prevail and shall be hereinafter published in a public notice pursuant to N.J.S.A. 40A:12-13:

A. There shall be no minimum bid price. The Borough will entertain a single bid for Block 71, Lot 35; Block 71, Lot 36; and Block 71, Lot 37 as one parcel. Upon completion of the bidding, the highest bid may be accepted and all bids, including the highest bid, may be rejected by the Borough Council.

B. The date, time and location of the auction shall be determined.

C. On the determined auction date, each bidder wishing to submit a bid and participate in the auction shall be registered as a bidder prior to the sale. Bidder shall register by contacting Borough Administrator Robert Martucci at 732-793-3700. Each bidder shall complete the required registration form and prior to the actual sale present a certified or cashiers check in the amount of \$10,000.00 payable to the bidder which may be endorsed to the Borough Attorney Trust Account by the successful bidder. The balance of the 10% deposit may be made by personal check. The presentation of the \$10,000.00 certified or cashier's check is a required pre-qualification to bid.

D. The sale and conveyance hereunder shall be subject to all covenants, conditions, easements and restrictions of record and shall be subject to all present and

existing municipal rules, regulations and ordinances, including zoning ordinance and amendment thereto of the Borough of Seaside Park. The sale of said parcel shall in no way bind the Borough to make any improvements including access to the property or utility installations to the property.

E. The form of conveyance of said lands by the Borough shall be by Municipal Bargain and Sale Deed based upon buyer's presentation of a title binder.

F. The Borough makes no representation as to the marketability or insurability of title to the parcel. In the event that title to said parcel is not marketable or insurable at regular rates by a reputable title insurance company licensed to do business within the State of New Jersey, the successful bidder's sole remedy shall be the right to demand the return of any deposit without interest previously paid by the Borough.

G. At conclusion of the bidding, the successful bidder shall endorse the \$10,000.00 certified check or cashier's check to the Borough Attorney's Trust Account and pays the balance of the 10% deposit by personal check. The successful high bidder will be required to sign a contract of sale immediately upon the conclusion of the auction with the deposit acting as the down payment (earnest money). Bidder recognizes that this is an auction sale and is not subject to an attorney review period. Bidder will review the contract of sale prepared by Seller's Counsel prior to the auction. The closing will be on or before 45 days following the Auction Date and the payment of the balance of purchase price shall be by certified check or bank cashier's check.

I. The successful bidder shall be responsible to pay the administrative fee of \$50.00 towards the sale, a \$500.00 attorney fee to the Borough Attorneys and recording fees. If bidder requires a title search, survey etc., they shall obtain the same at their own expense.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Seaside Park, County of Ocean and State of New Jersey as follows:

1. That the Borough hereby authorizes the sale of Block 71, Lot 35; Block 71, Lot 36; and Block 71, Lot 37 at public auction sale as one parcel with no minimum sale price.

2. All terms of sale set forth in the preamble of this resolution are hereby adopted.

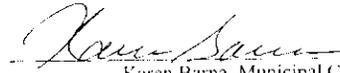
3. That upon the adoption of the within resolution, the Borough Clerk is authorized to publish the required notices for the within sale and to supply copies of all documents and the within resolution to the Borough's Administrator and Borough Attorney.

FOR: Mr. Moyse, Mr. Tierney, Ms. Koury, Mr. Nicola, Ms. Contessa, Ms. Coleman.

AGAINST: None

ABSTAIN: None

ABSENT: None.


Karen Barna, Municipal Clerk

I hereby certify this to be a true
copy of a Resolution adopted by the
Borough Council on July 12, 2012.

CONTRACT FOR SALE OF REAL ESTATE

This CONTRACT made this _____ day of _____ 2012 between the Borough of Seaside Park, a Municipal Corporation of the State of New Jersey, whose address is 1701 North Ocean Avenue, Seaside Park, New Jersey 08752, hereinafter referred to as the "Seller", and _____ Purchaser whose address is _____

hereinafter referred to as "Purchaser".

1. PURCHASE CONTRACT. The Seller agrees to sell and the Purchaser agrees to buy the property described in this contract, known as 1311-1315 North Ocean Avenue, Seaside Park, New Jersey, and also known as Lots 35, 36, and 37, in Block 71, as designated on the Official Tax Map of the Borough of Seaside Park, Ocean County, New Jersey.

2. PURCHASE PRICE. The purchase price is \$ _____

3. PROPERTY. The property to be sold is vacant land and of the Seller's rights and privileges relating to the land thereto, appertaining, situated, lying and being in the municipality of the Borough of Seaside Park, in the County of Ocean, and the State of New Jersey, known as Block 71, Lots 35, 36, and 37. A full legal description of the property is attached hereto and made a part hereof for informational purposes only and shall not be relied upon by the Purchaser nor made a condition of this Contract.

4. PAYMENT OF PURCHASE PRICE. The Purchaser will pay the purchase price as follows:

Initial deposit in the form of a certified check, bank cashier's check or other check approved in advance by the Borough of Seaside Park and payable to Citta, Holzapfel & Zabarsky Attorney Trust Account upon signing of contract in an amount equivalent to ten (10%) percent of the purchase price.

\$ _____

Balance to be paid at closing of title by certified or bank cashier's check drawn on a Federal Deposit Insurance Corporation member institution (subject to adjustment at closing), on delivery of Bargain and Sale, Covenants against Grantor's Acts Deed on the terms and conditions provided in this Contract, to be delivered at the office of Steven A. Zabarsky, Esq., 248 Washington Street, Toms River, New Jersey on or before forty-five (45) days from the date of this Contract.

\$ _____

Total

\$ _____

5. DEPOSIT MONIES. All deposit monies will be held in escrow by Citta, Holzapfel & Zabarsky, in a non-interest bearing trust account until closing.

6. TRANSFER OF OWNERSHIP. At the closing, the Seller will transfer ownership of the property to the Purchaser. The Seller will give the Purchaser a properly executed Deed and an adequate Affidavit of Title. Seller shall also provide Purchaser with a Release of Mortgage or funds for the release of any Mortgage which may affect the property.
7. TYPE OF DEED. A Deed is a written document used to transfer ownership of property. In this sale, the Seller agrees to provide and the Purchaser agrees to accept a Deed known as Bargain and Sale Deed with Covenants against Grantor's Acts.
8. PHYSICAL CONDITION OF THE PROPERTY. This property is being sold "AS IS". PURCHASER ACKNOWLEDGES AND AGREES THAT IT IS PURCHASING THE PROPERTY IN "AS IS" AND "WHERE IS" CONDITION, WITH ANY AND ALL FAULTS AND DEFECTS, WHETHER LATENT OR PATENT, AND SUBJECT TO ORDINARY WEAR AND TEAR FROM THE DATE HEREOF THROUGH THE CLOSING DATE. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING UPON, AND THAT SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, PROMISES, STATEMENTS, REPRESENTATIONS OR INFORMATION REGARDING THE PROPERTY' PHYSICAL OR ENVIRONMENTAL CONDITION, INCOME, EXPENSES, OPERATION, USE, COMPLIANCE WITH LAWS, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS MAY BE SPECIFICALLY SET FORTH IN THIS CONTRACT. The Seller, or anyone on behalf of the Seller, does not make any claims or promises about the condition, zoning or uses, or value of any of the property included in this sale. The Purchaser acknowledges and agrees that it has inspected the property or Purchaser hereby waives such right to inspect the Property.
9. CONDITION OF TITLE - TITLE INSURANCE. **Quality of Title.** Title to be transferred by **Seller to Buyer** shall be insurable by any title insurance company licensed to do business in the State of New Jersey , subject to easements and restrictions of record providing the easements and restrictions do not render title uninsurable. If title is not insurable, the **Buyer's** sole remedy shall be to terminate this Contract, and upon termination all of the deposit monies paid, if any, shall be returned to the **Buyer**.
10. SURVEY. The Purchaser and Seller agree that any survey will be at the expense of the Purchaser. If the Purchaser does not obtain the applicable survey and submit it to the title company within the time appropriate to the title company prior to the closing date hereof, Purchaser agrees to take title subject to the survey exception set forth in the Title Report.
11. RISK OF LOSS. INTENTIONALLY DELETED – VACANT LAND
12. ASSESSMENT FOR MUNICIPAL IMPROVEMENTS. Certain municipal improvements (such as side walks and sewers) may result in the municipality charging property owners to pay for the improvements. All charges (assessments) against the property levied prior to closing of title will be the responsibility of the Seller.
13. ADJUSTMENTS AT CLOSING. Taxes and any other municipal liens are to be apportioned as of the Closing Date and allowed as of midnight of the day immediately prior to the

Closing Date. The parties shall split evenly any real estate transfer tax associated with this transaction. The Purchaser shall be responsible for obtaining any municipal certificates, permits or approvals required in connection with this purchase and sale.

14. POSSESSION. At the closing the Purchaser will be given possession of the property. This conveyance shall be subject to the rights, if any, of the public and others in and to any streets and waterways on or abutting the Property.
15. PARTIES LIABLE; liquidated damages. This contract is binding upon all parties who sign it. Neither this Contract, nor any right or rights under this Contract, shall be assigned by the Purchaser. Any assignment made in violation of these provisions shall be null and void. Purchaser represents that he/she has sufficient cash available to consummate the within transaction. Unless the conditions of this Contract shall in all respects be complied with by Purchaser in the manner provided in this Contract, Purchaser shall lose all rights, remedies or actions either at law or equity under this Contract, Purchaser shall lose the deposit as liquidated damages, such damages being difficult, if not impossible, to ascertain, and Seller shall be released from all obligations to convey said Property and retains the right to seek further damages due to Purchaser's default. This Contract shall become null and void and neither party shall have further rights against the other. Purchaser agrees that this Contract shall not be recorded. If Seller is unable to convey title as set forth herein, Purchaser's sole remedy shall be the return of Purchaser's deposit.
16. NOTICES. All notices under this contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this contract or to that party's attorney. Service shall be deemed effective upon the earlier of actual notice or two (2) business days after placing such notice in the mail.
17. BROKERAGE. Seller represents that no brokerage fee is due and owing as no real estate agency, broker, or licensed sales agent was used in this real estate transaction.
18. COMPLETE CONTRACT. This contract is the entire and only Contract between the Purchaser and the Seller. This contract replaces and cancels any previous Contract between the Purchaser and the Seller. This contract can only be changed by a Contract in writing signed by both Purchaser and Seller. The Seller states that the Seller has not made any other contract to sell the property to anyone else.
19. FARMLAND ASSESSMENT, Property is/is not presently under farmland assessment. Rollback taxes, if any, as a result of a change in use by Purchaser, will be the responsibility of the Purchaser.
20. TENANCIES. The property is sold free of all tenancies.
21. ATTORNEY REVIEW. This Contract was reviewed and prepared by Seller's counsel. While the terms and conditions herein are non-negotiable and *will not be altered*, it has been made available for review by prospective purchasers and their legal representation

prior to Auction Day and on Auction Day itself. Both parties agree that the three (3) day attorney review period does not apply to this transaction. If this Contract relates to a new construction sale, the attached cancellation addendum shall apply pursuant to New Jersey State Law.

22. MEGAN'S LAW STATEMENT: UNDER NEW JERSEY LAW, THE COUNTY PROSECUTOR DETERMINES WHETHER AND HOW TO PROVIDE NOTICE OF THE PRESENCE OF CONVICTED SEX OFFENDERS IN AN AREA. IN THEIR PROFESSIONAL CAPACITY, REAL ESTATE LICENSEES ARE NOT ENTITLED TO NOTIFICATION BY THE COUNTY PROSECUTOR UNDER MEGAN'S LAW AND ARE UNABLE TO OBTAIN SUCH INFORMATION FOR YOU. UPON CLOSING, THE COUNTY PROSECUTOR MAY BE CONTACTED FOR SUCH FURTHER INFORMATION AS MAY BE DISCLOSABLE TO YOU.
23. NOTICE ON OFF-SITE CONDITIONS: PURSUANT TO THE NEW RESIDENTIAL CONSTRUCTION OFF-SITE CONDITIONS DISCLOSURE ACT, P.L. 1995 C. .253, THE CLERKS OF MUNICIPALITIES IN NEW JERSEY MAINTAIN LISTS OF OFF-SITE CONDITIONS WHICH MAY AFFECT THE VALUE OF RESIDENTIAL PROPERTIES IN THE VICINITY OF THE OFF-SITE CONDITION. PURCHASERS MAY EXAMINE THE LISTS AND ARE ENCOURAGED TO INDEPENDENTLY INVESTIGATE THE AREA SURROUNDING THIS PROPERTY IN ORDER TO BECOME FAMILIAR WITH ANY OFF-SITE CONDITIONS WHICH MAY AFFECT THE VALUE OF THE PROPERTY. IN CASES WHERE A PROPERTY IS LOCATED NEAR THE BORDER OF A MUNICIPALITY, PURCHASERS MAY WISH TO ALSO EXAMINE THE LIST MAINTAINED BY THE NEIGHBORING MUNICIPALITY.
24. SUPPLEMENTAL INFORMATION: Purchaser acknowledges receipt of and has reviewed the additional information about the property.
25. CLOSING: The closing shall take place on or before forty-five (45) days after the execution of this Contract (the "Closing Date") at the offices of Steven A. Zabarsky, Esq., 248 Washington Street, Toms River, New Jersey. In the event that the closing has not taken place by the Closing Date, either party may declare a TIME OF THE ESSENCE Closing Date upon ten (10) calendar days prior written notice to the other party. At the closing, Purchaser shall deliver payment of the Purchase Price along with all closing documents for the benefit of Seller, and Seller shall deliver an executed Deed conveying the Property to Purchaser along with all closing documents for the benefit of Purchaser.
26. RELEASE. Steven A. Zabarsky, Esq. of Citta, Holzapfel & Zabarsky is acting only as Auctioneer and Agent and shall no way be liable to the Purchaser or Seller for the performance or non-performance of any of the foregoing conditions of sale. Purchaser releases, quit claims and forever discharges Seller, Steven A. Zabarsky, Esq., Citta, Holzapfel & Zabarsky, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the

on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Contract, or in violation of any seller disclosure law or regulation, this release does not deprive Purchaser of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

IN WITNESS THEREOF, the parties hereto have duly executed this Contract this day and year first above written.

Witness

Purchaser

Witness

Purchaser

Witness

Seller

Witness

Seller

File No.
LG-51722

All that certain lot, parcel or tract of land, situate and lying in the Borough of Seaside Park, County of Ocean and State of New Jersey being more particularly described as follows:

Beginning at the point of intersection formed by the westerly line of North Ocean Avenue and the southerly line of N Street and running

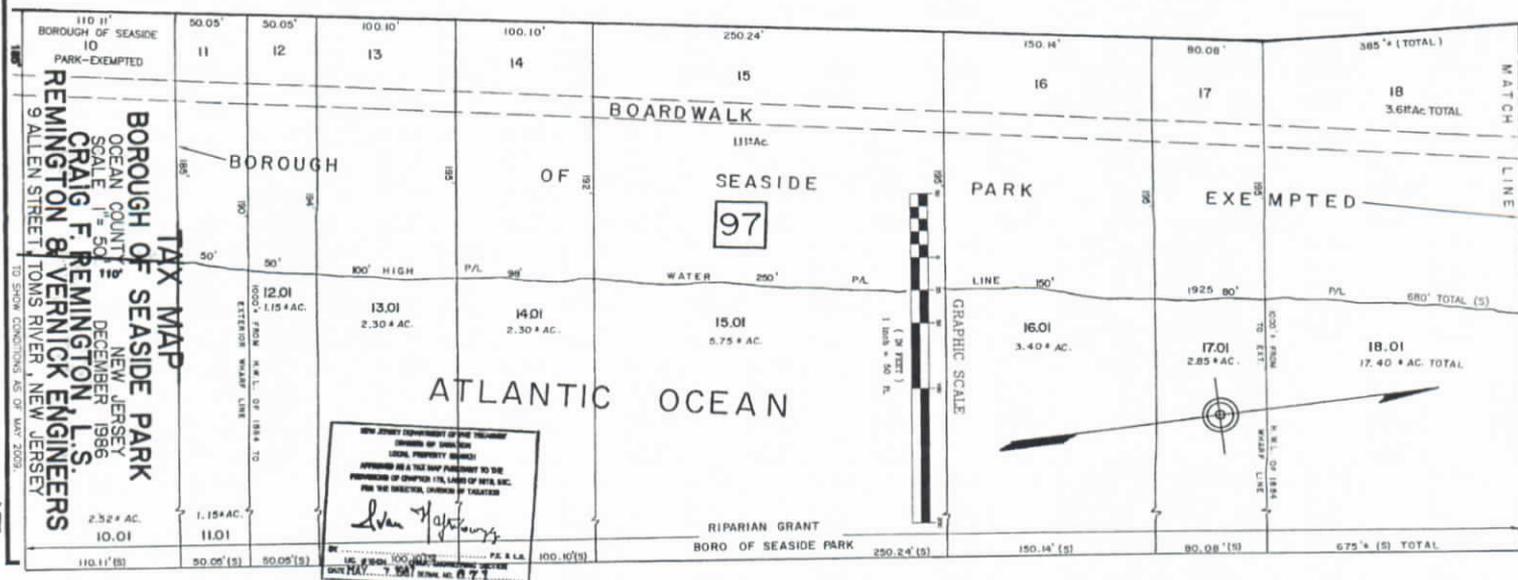
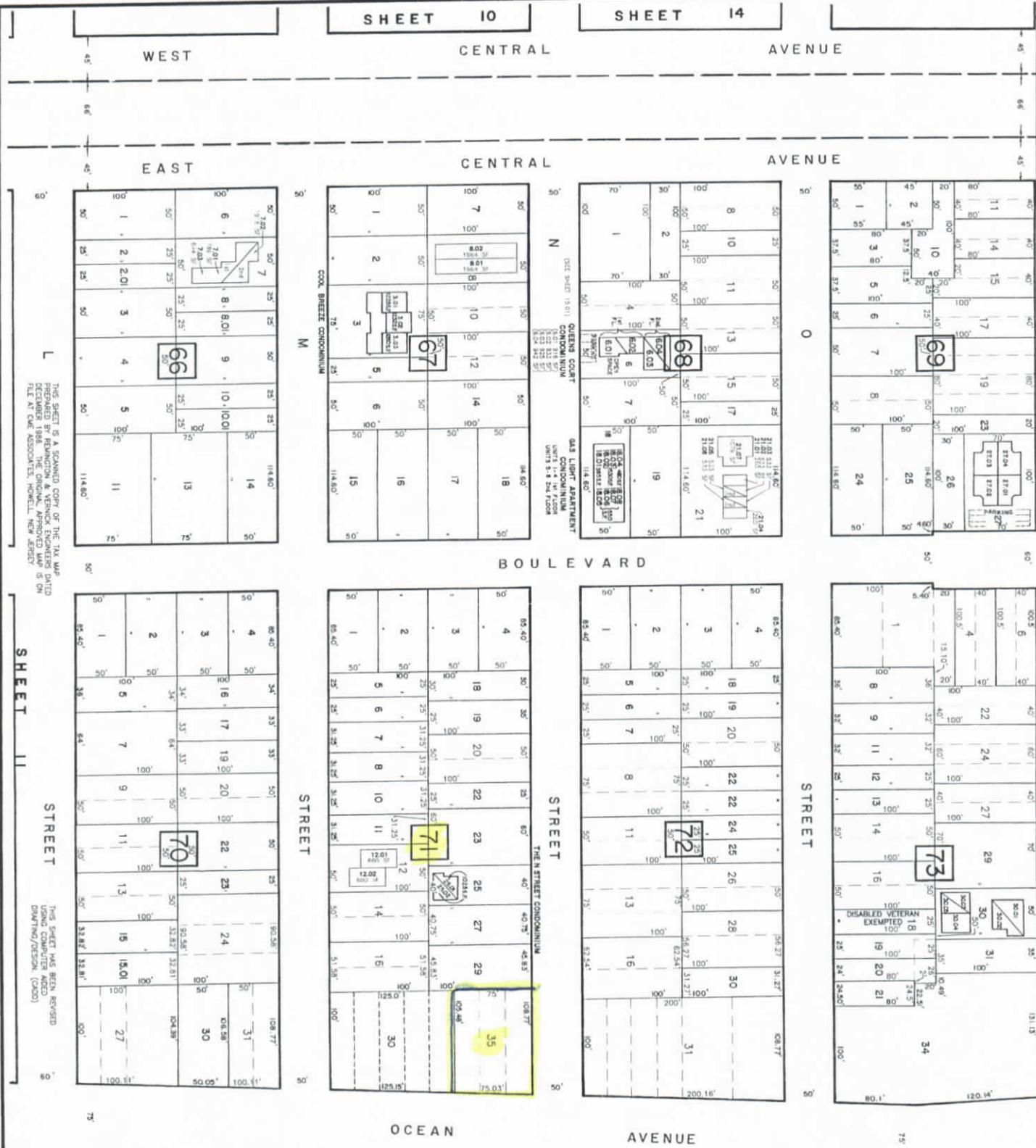
- (1) Along the westerly line of North Ocean Avenue, South 18 degrees 00 minutes 39 seconds West 75.09 feet to a point;
- (2) North 74 degrees 30 minutes 00 seconds West 105.48 feet to a point;
- (3) North 15 degrees 30 minutes 00 seconds East 75.00 feet to a point on the southerly line of N Street;
- (4) Running along the southerly line of N Street, South 74 degrees 30 minutes 00 seconds East 108.77 feet to the point and place of Beginning.

FOR INFORMATIONAL PURPOSES ONLY: Being also known as Lot 35, 36, 37 in Block 71 on the Official Tax Map of the Borough of Seaside Park, Ocean County, NJ.

DATE	1.5.1986	SCALE	1" = 50'
FILE NO.	1000000000	PROJECT NO.	1000000000
DATE	1.5.1986	PROJECT NO.	1000000000
DATE	1.5.1986	PROJECT NO.	1000000000
DATE	1.5.1986	PROJECT NO.	1000000000

LAFAYETTE
LAFAYETTE CONDOMINIUM
UNIT 69

AVENUE
CONDOMINIUM
UNIT 73



THIS MAP IS A SCANNED COPY OF THE TAX MAP PREPARED BY REMINGTON & VERNICK ENGINEERS DATED DECEMBER 1986. THE ORIGINAL APPROVED MAP IS ON FILE AT ONE ASSOCIATES, HOWELL, NEW JERSEY.

THIS MAP HAS BEEN REVERSED USING COMPUTER AIDED DRAFTING/DESIGN (CAD).

NEW JERSEY DEPARTMENT OF TREASURY
OFFICE OF TAX MAPS
APPROVED AS A TAX MAP PURSUANT TO THE PROVISIONS OF CHAPTER 178, LAWS OF 1984, AND THE INSTRUCTIONS CONTAINED THEREIN.
John J. [Signature]
DATE: 7.29.87