

**AGREEMENT FOR PURCHASE OF
UNIMPROVED REAL PROPERTY**

This Agreement dated this _____ day of _____, 2018, is between The TOWNSHIP OF TABERNACLE, located at 163 CARRANZA ROAD, TABERNACLE, NEW JERSEY 08088

hereinafter referred to as Seller, and

_____, with its or their principle place of business located at _____ hereinafter referred to as Purchaser.

Whereas, Seller is the owner of real property described in the Agreement; and

Whereas, Seller and Purchaser have reached an agreement for the sale of the property in question.

Now, Therefore, the Seller, for and in consideration of the sum of _____ DOLLARS (\$ _____ .00) and also in consideration of the covenants and agreements herein contained agrees to convey to the Purchaser, free from all encumbrances, except as this contract may otherwise provide, by Bargain and Sale Deed the premises hereinafter described:

1. Property to be conveyed: All those certain lots, tracts or parcels of land, together with any buildings, improvements and fixtures thereon contained and the privileges and appurtenance thereto appertaining, situate, lying and being in the Township of Tabernacle, County of Burlington, State of New Jersey and more particularly described Block _____, Lot _____ on the tax map of Tabernacle Township.

2. Purchase Price: It is mutually agreed that the sales price is _____ DOLLARS (\$ _____ .00).

3. Survey: The Purchaser at its sole cost and expense may obtain a survey of the property to be conveyed together with a metes and bounds description of said property. The description shall be utilized as the description of the property to be conveyed or purchaser shall waive their right to obtain a survey and bear all risk of any defects that a survey may show.

4. Payment of the Purchase Price: Purchaser agrees to pay the purchase price as follows:

Initial deposit of 10% submitted with submission of bid \$ _____

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 Agreement, to be delivered at the office of The Tabernacle Township Clerk, 163 Carranza Road, Tabernacle New Jersey on or before _____.

TOTAL: \$ _____

5, Deposit Monies: All deposit monies will be held in escrow by the Township clerk until closing.

6. Closing of Title: It is agreed by the parties hereto that the closing of title shall take place at the Office of the Township Clerk located at 163 Carranza Road, Tabernacle, New Jersey, on or before _____. Time is of the essence.

At the time of closing Seller shall deliver to Purchaser the appropriate documents of title, including deed, affidavit of title and any other necessary documents required by Purchaser or its title insurance company.

7. Right of Entry: The Seller agrees to permit Purchaser or its duly authorized representatives the right to examine, survey and undertake any other tests necessary concerning the subject property at any reasonable time prior to the closing of title. However, neither the Municipality of Tabernacle nor its employees shall be liable under the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

8. Taxes: Buyer is responsible for Real Estate taxes incurred after the date of closing.

9. Condition of 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, BROKER'S "SET-UPS", STATEMENTS, REPRESENTATIONS OR INFORMATION REGARDING THE PROPERTY'S 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.

10. 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.

11. Broker:

Seller represents that this is a direct sale and that no broker has participated in this sale.

12. Parties Liable: liquidated damages. This Agreement is binding upon all parties who sign it. Neither this Agreement, nor any right or rights under this Agreement, shall be assigned by the Purchaser without the prior written consent of the Seller. 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 Agreement shall in all respects be complied with by Purchaser in the manner provided in this Agreement, Purchaser shall lose all rights, remedies or actions either at law or equity under this Agreement, 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 Agreement shall become null and void and neither party shall have further rights against the other. Purchaser agrees that this Agreement 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.

13. Notices. All notices under this contract must be in writing. The notices must be delivered personally or emailed, to the other party at the below email address:

Seller:

lastwpcclerk@townshipoftabernacle-nj.gov and
plange@langelaw.biz

Purchaser: _____

14. Possession: It is agreed by the parties that the Purchaser may enter into and upon the said property on the date of closing title and delivery of deed and from thence take the rents, issues and profits to the use of the Purchaser. Seller(s) represent that the premises shall be free of any tenancies or any written or oral lease for the outstanding use of the property.

15. Heirs, Etc. Bound: For the performance of all and singular, the covenants and agreements aforesaid, the said parties do bind themselves, their respective heirs, executors, administrators, successors and assigns.

16. Knowledge: This agreement is entered into with the full knowledge by the parties as to the land and not upon any representatives made as to the character or quality other than as may be herein expressly provided.

17. Captions and Headings: Captions and heading used herein are for reference only

and shall in no way be deemed to define, limit, explain, or amplify any provisions hereof.

18. Survival: All parties hereto agree and acknowledge that the terms and conditions of this Agreement shall survive closing of title and delivery of Deed.

19. Severability: In case any term or provision of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or provision, nor the validity of any other term of this Agreement shall be in any way affected thereby.

20. Entire Agreement: It is understood and agreed that all understandings and agreements heretofore had between the parties are merged in this Agreement, the Request for Bids, Sale of Municipally Owned Lands Bidding Instructions and Resolution 2018-76 which alone fully and completely express their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation not embodied in this Agreement, made by the other.

21. Closing: The closing shall take place no later than forty-five (45) days after the execution of this Contract (the "Closing Date") at the Township Hall Building, 163 Carranza Road, Tabernacle, NJ. Seller and Purchase agree that all dates and time in this Agreement are of the essence.

IN WITNESS WHEREOF, the Seller(s) and the Purchaser have signed this Agreement and in the case of a corporation, this Agreement has been signed by its proper corporate officers and its corporate seal has been affixed the day and year first above written.

Purchaser
By:

Witness

Purchaser

Witness

Purchaser

Seller: Tabernacle Township
By:

Witness

Joseph Barton, Mayor