

Notice to Bidders for the Sale of Municipal Property

Sale Pursuant to N.J.S.A. 40A:12-13(a)

Advertised Dated: October 31 & November 7, 2023

NOTICE IS HEREBY GIVEN that the Borough of Middlesex will offer for sale the real property as described below.

It is offering for sale to the highest bidder Lot 25 in Block 265 on the Middlesex Borough Tax Map, better known as 210 Grove Avenue (the "Property"). The sale is authorized by Ordinance 2102-23 adopted on October 24, 2023 which authorized the sale of the Property, and shall be subject to all conditions listed therein.

The fair market value of the Property as determined by the Borough Tax Assessor is \$450,000.00. Pursuant to N.J.S.A.40:12-13(a), any such sale shall be for not less than the fair market value. The sale of the Property is subject to all easements and restrictions of record.

All visits to the Property must be coordinated with Leonard Vidal, DPW Director.

All bids submitted shall be accompanied by a deposit in the form of a certified check or bank check in the amount of 10% of the bid. The check shall be made payable to the Borough and held in escrow. The Borough shall make a decision as to whether to sell the Property to the highest bidder within ten (10) days of the date established for receipt of all bids. Upon the making of a decision to sell the Property, the highest bidder shall execute a contract, a copy of which is included in the bid package.

Pursuant to N.J.S.A. 40A:12-13(a), the Borough reserves the right to reject all bids if the highest bid is not accepted.

All bids shall be received by the Borough Clerk, Linda Chismar, 1200 Mountain Avenue, Middlesex, N.J. 08846, on or before November 14, 2023 not later than 10:00 a.m.

Specifications and instructions to bidders are included in the aforesaid Ordinance, available on the Borough website. Proposals must be enclosed in a sealed package bearing the name and address of the bidder, and bid title on the outside addressed to Linda Chismar at the address above.

Any questions regarding the Property shall be directed to the Leonard Vidal, DPW Director, at 732.356.7400 extension 296

Any questions regarding the bid package should be directed to the Borough Clerk, Linda Chismar, at 732.356.7400 extension 238.

Linda Chismar, RMC

Middlesex Borough

# CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on the \_\_\_\_ day of \_\_\_\_\_, 2023

BETWEEN \_\_\_\_\_

whose address is:

AND \_\_\_\_\_ referred to as the "Buyer"  
The Borough of Middlesex

whose address is 1200 Mountain Avenue, Middlesex, N.J. 08846.

referred to as the "Seller."

The words "Buyer" and "Seller" include all Buyers and all Sellers listed above.

**1. Purchase Agreement.** Subject to the Due Diligence set forth in paragraph 18 below, the Seller agrees to sell and the Buyer agrees to buy the Property described in this Contract.

**2. Property.** The property (called the "Property") to be sold consists of: (a) the land and all the buildings, other improvements and fixtures on the land; (b) all of the Seller's rights relating to the land; and (c) all personal property specifically included in this contract.

The Real Property to be sold is **BLOCK 265 LOT 25** in the Borough of Middlesex in the County of Middlesex and State of New Jersey, commonly known as 210 Grove Avenue, Middlesex, New Jersey.

**3. Purchase Price.** The purchase price is for the Property is described in the winning bid package.

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

Upon opening of the bid: \$ 10% of purchase price

Remainder Due at Closing.

**5. Deposit moneys.** All deposit moneys will be held by the Borough of Middlesex until closing of title or until the Seller and Buyer execute joint instructions to release the deposit moneys. The

Buyer and Seller acknowledge that the Escrow Agent is Seller's attorneys. The Buyer agrees that if there is a dispute over the release or other disposition of the deposit moneys, the Escrow Agent may either maintain the deposit moneys in their non-interest bearing attorney trust account until receiving an order from a Court having jurisdiction or until receiving joint instructions signed by the Seller and the Buyer, or the Escrow Agent may pay the deposit moneys into Court. In either event, the Buyer agrees that the Escrow Agent shall not be prevented from continuing to represent the Seller in this transaction or in any dispute between the Seller and Buyer over this contract or the deposit moneys.

**6. Mortgage Contingency: Not applicable**

**7. Time and Place of Closing.** The closing date cannot be made final at this time. The Buyer and Seller agree to make December 1, 2023, the estimated date of closing. Both parties will fully cooperate so the closing can take place on that date. The closing will be held at the law offices of Buyer's attorney, or such other location as the parties may require. Seller shall be permitted to close by mail.

**8. Transfer of Ownership.** At the closing, the Seller will transfer ownership of the Property to the Buyer. The Seller will give the Buyer a properly executed deed and an adequate affidavit of title. Buyer shall be responsible for any recording costs.

**9. 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 Buyer agrees to accept a deed known as bargain and sale with covenants against grantors' acts. The acceptance of the deed by Buyer shall be deemed full performance of this contract and shall constitute a discharge of every agreement and obligation on the part of the Seller, except those, if any, which are specifically stated in this contract to survive delivery of the deed. No warranty of habitability, expressed or implied, is given by Seller.

**10. Personal Property and Fixtures.** Many items of property become so attached to a building or other real Property that they become a part of it. These items are called fixtures. They include such items as fireplaces, patios and built-in shelving. All fixtures are INCLUDED in this sale unless they are listed below as being EXCLUDED. No other personal property is contemplated to be sold at this time.

**11. Physical Condition and other matters regarding the Property.** This Property is being sold "As Is." The Seller does not make any claims or promises about the condition or value of any of the Property included in this sale. The Buyer has been allowed a due diligence period of fourteen (14) days to verify information, to inspect the Property and to otherwise satisfy itself that it wants to purchase the property and relies on this inspection and any rights which may be provided for elsewhere in this contract. The Seller agrees to maintain the grounds, buildings and improvements subject to ordinary wear and tear. Seller agrees to leave the Property in broom-clean condition, free of debris. All appliances and items of personal property included in the sale shall be delivered in the same condition as at the time of inspections. Seller's liability to repair or replace each appliance or item of personal property shall be limited to the value of a similar

item of equivalent age.

**12. Inspection of the Property.** The Seller agrees to permit the Buyer to inspect the Property at any reasonable time before the closing. The Seller will permit access for all inspections provided for in this contract.

**13. Building and Zoning Laws.** Seller shall obtain a Certificate of Code Compliance and certification from the fire department indicating no violations exist at the premises. If the Seller fails to correct any violations of law which are disclosed by those inspections, at the Seller's own expense, on or before the closing date, the Buyer may cancel this contract. Seller shall not be obligated to expend more than \$500.00 for any repairs necessary to obtain such certificates. If the cost of the repairs however exceeds \$500.00 and Seller refuses to expend such additional sums as may be necessary, Buyer shall have the right to terminate this contract and receive a full refund of all deposit moneys. It is agreed that should violations be discovered and the Seller needs a reasonable extension of time to close title in order to correct those violations, the Buyer will allow an extension of time for the closing.

**14. Flood Area.** Seller makes no representations as to whether the property is in a flood area.

**15. Property Lines.** The Seller states that to the best of its knowledge all buildings, driveways and other improvements on the Property are within its boundary lines. Also, no improvements on adjoining properties extend across the boundary lines of this Property.

**16. Ownership.** The Seller agrees to transfer and the Buyer agrees to accept ownership of the Property free of all claims and rights of others, except for:

- a. the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the Property next to the street or running to any building or other improvement on the Property;
- b. recorded agreements which limit the use of the Property, unless the agreements: (1) are presently violated; (2) provide that the Property would be forfeited if they were violated, or (3) unreasonably limit the permitted use of the Property;
- c. The rights of the existing tenants; and
- d. all items included as part of the description of the Property.

In addition to the above, the ownership of the Buyer must be insurable at regular rates by any title insurance company authorized to do business in New Jersey subject only to the above exception.

**17. Correcting Defects.** N/A.

**18. Inspection of Property by Buyer**

Buyer shall have a period of fourteen days to have the Property inspected by a structural inspection service or by a construction expert at the Buyer's expense. The inspection shall be for informational purposes only, and the property is being sold in an "as is" condition. No representations of any kind are being made by the Borough of Middlesex as to the conditions of the property.

**19. Risk of Loss.** The Seller is responsible for any damage to the Property, except for normal wear and tear, until the closing. If there is damage, the Buyer shall proceed with the closing and either:

- a. require that the Seller repair the damage before the closing, or
- b. deduct from the purchase price a fair and reasonable estimate of the cost to repair the Property.

In the alternative, either party may cancel this contract on written notice, if the cost of repair is more than 10% of the purchase price.

**20. Bulk Sale.** Not applicable.

**21. Cancellation of Contract.** If this contract is legally and rightfully canceled, the deposit moneys shall be returned to the Buyer and the parties will be free of liability to each other.

**22. Assessments for Municipal Improvements.** Certain municipal improvements such as sidewalks and sewers may result in the municipality charging property owners to pay for the improvement. All unpaid charges (assessments) against the Property for work completed before the closing will be paid by the Seller at or before the closing. If the improvement is not completed before the closing, then only the Buyer will be responsible. If the improvement is completed, but the amount of the charge (assessment) is not determined, the Seller will pay an estimated amount as reasonably determined by Buyer's title company at the closing, to be held in escrow by Buyer's title company. When the amount of the charge is finally determined, the Seller will pay any deficiency to the Buyer (if the estimate proves to have been too low), or the Buyer's title company will return any excess to the Seller (if the estimate proves to have been too high).

**23. Adjustments at Closing.** The Buyer and Seller agree to adjust the following expenses as of the closing date: rents, municipal water charges, sewer charges, property taxes and insurance premiums. The Buyer or the Seller may require that any person with a claim or right affecting the Property be paid off from the proceeds of this sale.

**24. Possession.** At the closing the Buyer will be given possession of the Property, subject to the rights of the existing tenants.

**25. Complete Agreement.** This Contract is the entire and only agreement between the Buyer and the Seller. This contract replaces and cancels any previous agreements between the Buyer and the Seller. This contract can only be changed by an agreement in writing signed by both Buyer and

Seller. The Seller states that the Seller has not made any other contract to sell the Property to anyone else.

**26. Parties Liable.** This Contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

**27. Notices.** All notices under this Contract must be in writing. The notices may be sent by regular mail, facsimile or email to the other party at the address written in this contract, or to that party's attorney. Notices terminating the contract or making time of the essence must be sent by certified mail, return receipt requested.

**28. Realtor's Commission.** The parties represent to one another that no broker has been involved in this transaction and no real estate commission will be due.

**29. Notices.** All notices shall be in writing and sent by regular mail, confirmed facsimile transmission or email except time of the essence which must be sent by certified mail, return receipt requested and regular mail to be sent to the Buyer and Seller at the address at the top of the contract with copies to their respective attorneys.

Notices will be deemed served two business days after the date mailed, or the date of the facsimile or email transmission if sent prior to 5:00 pm. If sent after 5:00 pm, they will be deemed received the following business day.

**31. Effective Date of Contract.** The effective date of this contract is the date that both the Seller and the Buyer signs this contract.

**32. Additional Terms:**

- No employee, agent, or officer of the Borough of Middlesex has any authority to waive, modify, or amend any conditions of the sale.
- This sale is made subject to all applicable laws, statutes, regulations, and ordinances of the United States, State of New Jersey, and Borough of Middlesex.
- The property is being conveyed subject to all covenants, restrictions, reservations, and easements established of record or by prescription and without representation as to character of title of the property to be conveyed.
- All terms specified in the public notice and ordinance authorizing this sale are incorporated into this contract herein.
- Buyer shall abide by appropriation zoning, subdivision, health, and building regulations and codes, and hereby acknowledges that this sale shall not be grounds to support any variances/waivers.

- Failure to close as agreed shall forfeit to the Borough any/all deposit monies.
- The purchase price shall not be used before any jurisdiction to support a challenge of existing assessments with respect to other properties.
- Title is anticipated to close prior to December 31, 2023, the Borough reserves the right to require that two or more pieces of contiguous property be merged and treated as one, if applicable.
- This contract and sale are subject to final approval by the Borough council.

SIGNED AND AGREED TO BY:

Witnessed or Attested by:

Date Signed:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Seller

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Buyer

## **ORDINANCE #2102-23**

### **AN ORDINANCE AUTHORIZING THE SALE OF BLOCK 265, LOT 25 IN THE BOROUGH OF MIDDLESEX TO BE SOLD AT PUBLIC SALE IN ACCORDANCE WITH N.J.S.A. 40A:12-13(A)**

**WHEREAS**, the Borough Council has determined that certain municipally owned land designated as Block 265, Lot 25 on the tax map of the Borough of Middlesex (hereinafter the "subject property" or the "property"), consisting of one parcel of land better known as 210 Grove Avenue in the Borough, is no longer necessary for municipal purposes and as such shall be sold at public sale in accordance with N.J.S.A. 40A:12-13(a); and

**WHEREAS**, the Local Lands and Building Law, N.J.S.A. 40A:12-13(a), et seq., authorizes the sale by municipalities of any real property, capital improvement, or personal property no longer needed for public use;

**NOW, THEREFORE, BE IT ORDAINED** by the Borough Council of the Borough of Middlesex, County of Middlesex, and State of New Jersey, that the subject property shall be sold by open public sale to the highest bidder. The property is being sold by the Borough "as is."

**BE IT FURTHER ORDAINED**, the following terms and conditions shall apply:

1. The Borough Council reserves the right to reject all bids.
2. The minimum bid the Borough will consider is \$450,000.00, plus the cost of recording the deed, and agrees that deeds shall be recorded by the purchaser.
3. All bids shall be submitted as sealed bids clearly indicating on the face of the envelope it is a "Bid for Block 265, Lot 25", and shall be submitted within twenty days after advertisement of sale required by N.J.S.A. 40A:12-13(a).
4. Potential Bidders are advised:
  - a. That the description of the property is intended as a general guide only and may not be accurate. No representations of any kind are made by the Borough of Middlesex as to the conditions of the property; the premises are being sold in their present conditions "as is."
  - b. That the sale is made subject to all applicable laws, statutes, regulations and ordinances of the United States, State of New Jersey, and the Borough of Middlesex.
  - c. That no employee, agent, or officer of the Borough of Middlesex has any authority to waive, modify, or amend any of the conditions of the sale.
  - d. That offers for the property must be made for a sum equal or greater to the minimum bid price of \$450,000.00
  - e. The property will be conveyed subject to all covenants, restrictions, reservations, and easements established of record or by prescription and



without representation as to character of title of the property to be conveyed.

5. Additional Terms the Successful Bidder must comply with:
  - a. Bidder shall deposit cash, check, or money order in the amount of not less than 10% of the bid price within 10 days of notice of acceptance of their bid. In the event a bidder fails to timely deposit 10% of the bid price, the Borough may re-auction the subject property.
  - b. The successful bidder shall pay at the time of closing: (1) The balance of the purchase price (2) The cost of recording deeds and agrees that deeds shall be recorded by the purchaser.
  - c. To pay prorated real estate taxes for the balance of the current year as of the date of closing.
  - d. To abide by appropriate zoning, subdivision, health, and building regulations and codes and stipulate that this sale will not be used as grounds to support any variance from the regulations.
  - e. That the failure to close title as agreed shall forfeit to the Borough any and all money deposited with the Borough.
  - f. That the purchase price shall not be used before any County Board of Taxation, Tax Court of New Jersey, or in any court of this State as grounds to support a challenge of the existing assessments with regard to other property.
  - g. That the title shall close on or before December 31, 2023. The Borough reserves the right to require that two or more pieces of contiguous property be merged and treated as one piece of property.
  - h. The Borough reserves the right to withdraw the offer of sale and reject any and all bids.
  - i. All sales are subject to final approval by the Borough Council.
  - j. Parties interested in submitting bids and who require additional information, should contact Linda Chismar, Clerk, 1200 Mountain Avenue, Middlesex, N.J. 08846.
6. Acceptance of the bids shall constitute a binding agreement of sale, and the purchaser shall be deemed to agree to comply with the terms of conditions of the sale herein contained.
7. The sale is subject to all of the terms and conditions as provided for in the Notice of Sale.

CONSTRUCTION: Where consistent with the context in which used in this ordinance, words importing the singular shall include the plural; words importing the plural shall include the singular; and words importing one gender shall include all other genders.

**INCONSISTENCY:** Should any provision of this ordinance be inconsistent with the provisions of any prior ordinances, the inconsistent provisions of said prior ordinances are hereby repealed, but only to the extent of such inconsistencies.

**SEVERABILITY:** In the event that any provision of this ordinance, or the application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction, such declaration of invalidity shall not affect any other provision or application of this ordinance which may be given effect and, to realize this intent, the provisions and applications of this ordinance are declared to be severable.

**PURPOSE OF CAPTIONS:** Captions contained in this ordinance have been inserted only for the purpose of facilitating reference to the various sections, and are not intended and shall not be utilized to construe the intent and meaning of the text of any section.

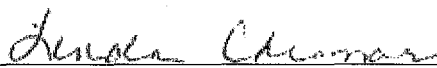
**EFFECTIVE DATE:** This ordinance shall take effect immediately upon final adoption and publication in accordance with the laws of the State of New Jersey.

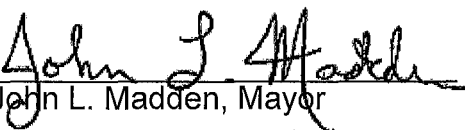
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I Hereby Certify that the above Ordinance was adopted by the Governing Body of the Borough of Middlesex, at a meeting of said Borough Council on October 24, 2023.

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Michael Conahan, Council President
<b>SECONDER:</b>	Jack Mikolajczyk, Councilman
<b>AYES:</b>	Conahan, Dessino, Mikolajczyk, Quinn, Rex
<b>ABSENT:</b>	Carnes

ATTEST:

  
CLERK OF THE BOROUGH OF MIDDLESEX

  
John L. Madden, Mayor

INTRODUCED: 10/10/23

DATE OF PUBLICATION:  
OF INTRODUCTION October 13, 2023

ADOPTED: October 24, 2023