RESOLUTION 82-12

RESOLUTION AUTHORIZING EXECUTION OF CONTRACT FOR SALE OF REAL ESTATE BETWEEN THE BOROUGH OF CLAYTON AND KAUSHIK PATEL

WHEREAS, Kaushik Patel and the Borough of Clayton have agreed to enter into a Contract for the Sale of Real Estate; and

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey as follows:

1. That the governing body does hereby approve the attached Contract between Kaushik Patel and the Borough of Clayton.

2. That the Mayor be and is hereby authorized to execute said contract on behalf of the Borough of Clayton.

ADOPTED, at a regular meeting of the Mayor and Council of the Borough of Clayton held on March 22, 2012.

BOROUGH OF CLAYTON

THOMAS BIANCO, Mayor

Attest:

CHRISTINE NEWCOMB, Borough Clerk

CERTIFICATION

I, Christine Newcomb, Borough Clerk, of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on Thursday, March 22, 2012.

Christine Newcomb

CHRISTINE NEWCOMB, Borough Clerk

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE is made and dated March 22, 2012, BETWEEN **Borough of Clayton,** a Municipal Corporation of the State of New Jersey, (hereinafter referred to as "Seller"), whose address is125 N. Delsea Drive, Clayton, New Jersey 08312, and **Kaushik Patel**, (hereinafter referred to as "Buyer"), whose address is 120 Willow Oak Drive, Mullica Hill, New Jersey 08062.

1. SALE, PURCHASE and PROPERTY.

The Seller agrees to sell and Buyer agrees to buy the property described in this Contract under the terms of this Contract:

(a) All that land in the Borough of Clayton, County of ( ) Atlantic; ( ) Cape May; ( ) Cumberland; (X) Gloucester; ( ) Salem, and State of New Jersey, being commonly known as 414 South Delsea Drive: It appears on the Municipal Tax Map of the Borough of Clayton as Block 905, Lot 12.

(b) All other rights of the Seller in the land.

(c) The property consists of approximately 1.55 acres of vacant land. There are no buildings on the site.

2. PERSONAL PROPERTY and FIXTURES.

The property being transferred includes: N/A.

3. PURCHASE PRICE/MANNER OP PAYMENT.

The purchase price is:	$300,000.00
Payable as follows:	
Paid on account of purchase price at time of public bid award	$ 30,000.00
At settlement, in cash or certified or cashier's check	$270,000.00

4. DEPOSIT MONIES.

The deposit payment will be held by Seller until settlement at which time said, deposit payment(s) shall be credited to the sale price unless returned to Buyer per the terms of this Contract.

5. SELLER'S CONTINGENCIES.

The property is being sold to Buyer contingent upon the terms and conditions of sale pursuant to Resolution 46-12, adopted on January 12, 2012 and attached hereto as Exhibit "A".

6. BUYER CONTINGENCIES.

The property is being purchased by Buyer contingent upon the terms and conditions of sale pursuant to Resolution 46-12, adopted on January 12, 2012 and attached hereto as Exhibit "A".

7. SETTLEMENT TIME AND PLACE.

Settlement is the meeting at which the Seller transfers ownership of the property by Deed to the Buyer and the Buyer pays the Seller the remainder of the purchase price.

Settlement shall take place at such office within the County wherein the property is situate as Buyer shall designate subject to the terms and conditions of this sale as outlined in the Resolution adopted on January 12, 2012 and attached as Exhibit "A". The proceeds check will be issued by Buyer or by its authorized agent. The tentative settlement date will be on or before December 31, 2012.

8. TIME FOR PERFORMANCE.

The Seller and Buyer agree that all times for performance of this Contract are OF THE ESSENCE. This means that the Seller and the Buyer must perform what is required of them within the time limits set by this Contract.

9. SETTLEMENT COSTS and MONEY ADJUSTMENTS.

Seller shall pay for the Deed and one-half of the title company's charges for disbursements and attendance allowed by the Commissioner of Insurance; but all searches, title insurance and other conveyancing expenses, including the cost of a survey, are to be paid for by the Buyer, unless the Seller and Buyer provide differently in writing.

10. DEED and OTHER DOCUMENTS REQUIRED FOR SETTLEMENT.

A deed is a written document used to transfer ownership of property. Seller agrees to provide and the Buyer agrees to accept a bargain and sale with covenant against Grantor's acts deed. The Seller shall give to the Buyer and/or title company an Affidavit of Title. This is a sworn statement which may contain information clarifying Seller's ownership of the property, such as marital status, or claims on record against people having a similar name as Seller.

11. QUALITY and INSURABILITY OF TITLE.

The title to be transferred shall be a marketable title and insurable at regular rates by a reputable title insurance company authorized to do business in the State of New Jersey.

The title shall be free and clear of all encumbrances including municipal liens and assessments and liabilities for future assessments for improvements now being constructed, except as the Seller and Buyer specify otherwise either as part of this Contract or by separate agreement in writing. This paragraph shall be operative as of the date of settlement.

This title shall be subject to all existing utility easements and restrictions of record, if any. Generally, an easement is a right of a person other than the owner of the property to use a portion of the property for a special purpose.

A violation of any restriction shall not be a reason for Buyer refusing to complete settlement as long as the title company insures the Buyer against actual loss at regular rates. Seller guarantees that there are no restrictions in any conveyance or plans of record which will prohibit the use and/or occupancy of the property as it has been used by the Seller.

Seller states that no improvements on adjoining properties extend across the boundary lines of this property. This warranty shall not apply to any driveways, fences or hedgerow which may not coincide with title lines.

In the event the Seller is unable to transfer the quality of title required and if the Buyer is unwilling to accept Seller's title without a reduction of the purchase price, then at Buyer's option, the monies paid to Seller toward the purchase price shall be returned to the Buyer together with all reasonable expenses actually incurred by Buyer for examining title and survey.

12. POSSESSION and OCCUPANCY.

Possession and occupancy will be given to Buyer at time of settlement.

13. CONDITION OF PROPERTY AND SELLER'S WARRANTIES

The land shall be transferred in the same condition as it now appears.

14. THE SALE OF THIS PROPERTY IS "AS IS".

Buyer shall have the right to inspect the property immediately prior to settlement to ensure that the condition of the property is as agreed.

15. SELLER NOT LIABLE TO BUYER AFTER SETTLEMENT.

All warranties, guarantees, representations of Seller concerning any matter affecting this Contract, unless otherwise set forth in writing, shall be absolutely void after settlement. This paragraph shall not apply to the subject matter of Paragraph 19 appearing hereafter.

16. ZONING

Seller makes no representation concerning existing zoning ordinances except that Seller's use of the property is not presently in violation of any ordinances.

17. RISK OF LOSS.

The risk of loss due to any cause whatsoever shall rest upon Seller until passing of title at settlement.

18. NO RELIANCE ON OTHERS.

This Contract is entered into by Seller and Buyer based upon their independent knowledge of the value of the property and their full understanding of the meaning of all the provisions of this Contract and not on any representations made by any of them to the other, or by the attorneys chosen by each to represent them.

19. FAILURE OF PARTIES TO SETTLE.

In the event the Seller fails to settle in accordance with this Contract, the Buyer may commence any legal or equitable action to which the Buyer may be entitled.

In the event the Buyer fails to settle in accordance with this Contract, the payments made on account, at Seller's option, shall be paid to Seller as liquidated damages, and Buyer shall have no further obligation to Seller. Liquidated damages means the Seller will keep the money paid on account and not commence any legal action for Buyer's failure to settle.

20. HAZARDOUS AND/OR RESTRICTED SUBSTANCES AND COMPLIANCE WITH ENVIRONMENTAL LAWS; RIGHT OF BUYER TO INSPECTIONS AND TO CANCELLATION OF THIS AGREEMENT IN THE EVENT OF ENVIRONMENTAL CONCERNS.

Seller agrees to permit inspections of the property by authorized environmental consulting engineers as may be requested by Buyer. If pursuant to such inspections, Buyer's environmental engineer reports the likelihood of the existence of or potential for a finding of a violation of any of the rules and/or regulations of the above stated governmental agencies, then in that event Buyer shall have the right to declare this agreement null and void and Seller shall return any deposit moneys to Buyer.

Seller is hereby providing to Buyer the No Further Action Letter from the State of New Jersey dated December 5, 2011 (attached as Exhibit "B") and the Well Decommissioning Report dated January 3, 2012 (attached as Exhibit "C").

21. BROKERAGE FEE.

The Seller represents that this is a private sale and no brokerage fees have been agreed to nor are any such fees due or to become due.

22. ATTORNEY REVIEW.

Both parties have selected their own attorney to represent them in this transaction including the review of and entering into this Contract. They have both either consulted with their own attorney or have voluntarily waived such consultation prior to signing this Contract.

23. NOTICES.

All notices under this Contract must be in writing. Notices may be delivered personally or by regular mail to the other party at the address written in this Contract, or to that party's attorney.

24. ENTIRE CONTRACT. NO ORAL REPRESENTATIONS.

This Contract is the entire and only Contract between Buyer and Seller and cancels and replaces any previous agreements between them. This Contract may be changed only in writing signed by both Buyer and Seller. Any representations not contained in this Contract are of no effect.

25. NO ASSIGNMENTS.

This Contract shall not be assigned without the written consent from the Seller and Buyer

26. BINDING ON SUCCESSORS.

This Contract is binding not only on the Seller and Buyer, but also on their heirs, personal representatives, successors and lawful assigns.

The Seller and Buyer agree to the terms of this Contract by-signing below.

Witness or Attested by:

Christine Newcomb

Christine Newcomb, Borough Clerk

BOROUGH OF CLAYTON, Seller

By: Thomas Bianco, Mayor

Attested by:

Michael P. Abrams

K Patel

Kaushik Patel, Buyer

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