

AGREEMENT FOR THE PURCHASE OF REAL PROPERTY

This Agreement of Purchase of Real Property, hereinafter ("Agreement") made this 28th day of November, 2011 by and between

The TOWNSHIP OF MOUNT OLIVE a Municipal Corporation of the State of New Jersey, whose address is 204 Flanders Drakestown Road, Budd Lake New Jersey, hereinafter referred to as "Seller" and

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

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

Whereas, Seller reserves the right to accept or reject any bid on the property, this contract will not be binding on the Seller until authorization by Resolution of the Mount Olive Township Council, and

Now therefore, Seller for an in consideration of the sum of \$_____ and also in consideration of the covenants and agreements herein contained, agrees to convey to the Purchaser the interest in and to the property described in this Agreement which shall be free from all encumbrances except as herein described. The property shall be sold in an "As Is" condition. A Letter of No Further Action dated 11/28/07 is herein attached as Schedule A. Seller makes no representations as to conditions.

1. Property to be conveyed: All those certain lots, tracts or parcels of lands, together with any buildings, improvements and fixtures thereon contained and the privileges and appurtenances thereto appertaining, situate, lying and being in the Township of Mount Olive, County of Morris, State of New Jersey, designated as Block 8300 Lots 3 & 4; Block 900 Lot 1 on the Tax Map of said Municipality hereinafter ("Property"). The property is encumbered by a deed of easement in the Farmland Preservation Program and a Trail Easement. The net area of the Property is approximately 66.604 acres. A copy of the tax map describing the Property is attached and marked as Schedule "B".

2. Purchase Price:

a. The purchase price for the Property including a Five percent (5%) Buyers Premium is \$_____.

3. Payment of Purchase Price.

a. The purchase price for the Property is \$_____ payable in the following matter:

i. Initial Security deposit: \$ _____

ii. Additional deposit upon conclusion of auction, to create total maximum deposit of 10% of bid: \$ _____

iii. Balance due at closing: \$ _____

iv. The registration deposit due to be paid by the Buyer to the Seller shall be made in cash, bank cashier's check or bank treasurer's check, such checks being accepted subject to collection. Additional deposit monies may be paid by personal check. The balance due at closing shall be paid by bank cashier's check or treasurer's check. All checks shall be made payable to Township of Mount Olive.

v. Deposit Moneys All deposit moneys will be held in trust by Counsel to the Sellers, Dorsey and Semrau 714 Main Street, PO Box 228 Boonton, New Jersey 07005, until closing and deposited in a non-interest bearing escrow account. Thereafter, the deposit shall continue to be held in escrow until the earlier of (1) the date of closing; or (2) such time as this Agreement is canceled or terminated. The balance of the purchase price will be payable on the date of closing.

4. Title:

a. The Seller shall provide a survey of the property including a metes and bounds description of the property as in the Deed of Easement of June 5, 2008, recorded in the County of Morris in Deed Book 21098 and Page 0001. The description shall be utilized in the description of the Property to be conveyed, and certified to the Purchaser and Purchaser's title company and the Seller.

b. The Title to this property has been insured by Chicago Home Title through Central Jersey and any issues of title shall be resolved through Jerry Loughman of Central Jersey.

c. Title to be conveyed shall be clear, valid record title, marketable and insurable at regular rates by a title company authorized to do business in New Jersey. If such title cannot be conveyed by Seller, Purchaser shall have the right to declare this Agreement null and void in which case neither the Seller nor the Purchaser shall have any further obligation to the other.

5. Closing of title: Title of these premises shall not close later than **February 15**, 2012 and for the purposes of closing title, TIME IS OF THE ESSENCE. The property to be sold is sold "as is" and the Township makes no representation about the condition of the property and the Purchaser represents that it has inspected the property and relies on its own inspections and any rights which may be provided for in other parts of this contract.

6. Right of Entry: The Seller agrees to permit the Purchaser or its duly authorized representatives to examine, survey, and undertake any other tests necessary concerning the subject Property at any reasonable time prior to the closing of title. Purchaser is aware that the Property is being actively farmed. All representatives, employees and agents will utilize care to avoid damaging planted fields and growing crops. All farming activities will cease by the date of purchase.

7. Taxes: If taxes are assessed to this Property, Seller shall be responsible for payment of taxes up to the date of closing.

8. Assessments: All assessments for public improvements, whether confirmed or unconfirmed, which have otherwise been completed as of the date of closing, are to be paid in full by Seller. Otherwise, Purchaser will be allowed a credit of the same by Seller at the time of closing of title. Any assessment which has been completed and is payable in installments is to be paid to Seller.

9. Contingencies:

a. The property is being sold in "as is" condition and the sale is NOT subject to any contingencies other than the property is sold subject to the purchaser being able to obtain title insurance through Central Jersey Title at normal rates, **subject to conservation easements and restrictions of record and as disclosed by a survey.**

b. Any tenants residing or occupying residential units or structures shall vacate the property prior to closing.

10. Seller's Representations:

a. Seller represents that as of the date of closing, the Property is not is a flood area, If the Property is in a flood area, Seller shall provide Purchaser with a map depicting the flood areas.

b. Seller represents that as of the date of closing, the Property is not subject to municipal water and sewer charges.

c. Seller represents that it has remediated any contaminants previously found on the property, as outlined in a NJDEP report dated 12/26/2006 and as a result of its remediation has received a No Further Action letter dated 11/28/2007, a copy of which is attached hereto.

d. Seller represents that it is authorized and empowered to enter into this Agreement and is authorized to sign and deliver a Bargain and Sale with Covenant Against Grantors Acts Deed and other documents of title to Purchaser.

e. Both parties understand that Purchaser is acquiring the property for the purpose of continuing its agricultural use.

f. Seller represents that the Property is subject to differential property taxation pursuant to the Farmland Assessment Act. Seller further represents that said differential taxation eligibility shall be maintained until time of closing.

11. Risk of Loss: The Seller is responsible for any damage to the property until closing. In the event that the property suffers damage by casualty prior to closing, Seller shall have the option to repair all such damage, or to terminate and rescind this Agreement, whereupon all deposit monies paid by the Buyer shall be returned to the Buyer and thereafter the parties shall have no rights or obligations to one another. In the event that the Seller elects to terminate this Agreement, Seller shall notify Buyer within 30 days from the date of the casualty loss. In the event that the Seller elects to repair the damage, Seller

shall have the right to postpone the closing hereunder for an additional period of 120 days from the date set forth in the notice of closing.

12. Condition of Property: The property is being purchased in its present condition as of the date of this Agreement and Seller shall undertake no actions nor permit others to undertake any actions which may offset the existing condition provided by this agreement.

a. Physical and Environmental Condition of the Property. This property is being sold "as is", without any representations, warranties or guarantees expressed or implied as to the physical, agricultural, or environmental condition of the Property or as to the condition, quality and/or usability of the heating, plumbing, electrical system, roof, or any structural members of the Property, or any fixtures or equipment located in or on said Property. The Seller does not make any claims or promises about the physical or environmental condition or value of any of the property included in this sale. The Buyer has had the opportunity to inspect the Property and relies on this inspection and any rights that may be provided for elsewhere in this contract.

b. Buyer shall assume all risks that the Property may contain waste materials (whether toxic, hazardous, extremely hazardous or otherwise) or other adverse physical conditions, including, but not limited to, the presence of underground oil or gas storage tanks which may not have been revealed by Buyer's investigation. On and after the Closing of Title all responsibility and liability related to all conditions of that kind, whether known or unknown, fixed or contingent, will be transferred from Seller to Buyer.

c. WITHOUT LIMITING THE ABOVE, BUYER WAIVES ITS RIGHT TO RECOVER FROM SELLER AND FOREVER RELEASES AND DISCHARGES SELLER AND AGREES TO DEFEND, INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL DAMAGES, CLAIMS, LOSSES, LIABILITIES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS AND EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS), WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE OR MAY HAVE ARISEN PRIOR TO, FROM OR AFTER THE CLOSING OF TITLE ON ACCOUNT OF OR IN ANY WAY CONNECTED WITH THE ENVIRONMENTAL OR OTHER PHYSICAL CONDITION OF THE PROPERTY OR ANY VIOLATION BY SELLER, BUYER OR ANY OTHER PARTY OF ANY APPLICABLE LEASE, CONTRACT OR OTHER INSTRUMENT OR OF ANY APPLICABLE EXISTING OR FUTURE LAW, REGULATION, ORDER OR OTHER DIRECTIVE OF ANY GOVERNMENTAL OR JUDICIAL ENTITY, HAVING JURISDICTION APPLICABLE THERETO, INCLUDING WITHOUT LIMITATION, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED (42 U.S.C.A. §§9601 ET SEQ.), THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C.A. §§6901 ET SEQ.), THE CLEAN WATER ACT (33 U.S.C.A. §§466 ET SEQ.), THE SAFE DRINKING WATER ACT (14 U.S.C.A. §§1401 to 1450), THE HAZARDOUS MATERIALS TRANSPORTATION ACT (49 U.S.C.A. §§1801 ET SEQ.), THE TOXIC SUBSTANCE CONTROL ACT (15 U.S.C.A. §§2601 to 2629), THE CLEAN AIR ACT (42 U.S.C.A. §§7401 ET SEQ.) AS AMENDED, THE

CLEAN AIR ACT AMENDMENTS OF 1990 AND ALL STATE AND LOCAL LAWS, AND ANY REPLACEMENT OR SUCCESSOR LEGISLATION OR REGULATION THERETO.

d. This provision of the Contract shall survive the Closing of Title.”

13. Possession: Seller must vacate the Property according to the terms in paragraph 10.

14. Personal Property and Fixtures:

a. This sale includes all articles of property that are attached to the Property that have become so much a part of the Property that their separation from it would lessen the value or damage the Property. Such articles are known as “fixtures”.

b. Seller represents that there are no outstanding leases. All crops shall be harvested on or before the date of closing. Any crops not harvested on or before the date of closing shall become Property of the Purchaser.

15. No Representations. Buyer acknowledges that Buyer has been given the opportunity to and has adequately inspected the premises or has waived the opportunity to make such an inspection. Buyer further acknowledges that Buyer has entered into this agreement as a result of the inspection made by Buyer and not as a result of any advertisement, handbill or any other representation, either oral or written, made by Seller, Coldwell Banker, Residential Brokerage or any Selling Agent.

a. This Agreement of Sale is the entire Agreement between the Seller and the Buyer as to the property and there are no collateral understandings, representations, or agreements on any subject that are not contained in this Agreement. No employee or agent of the Seller has the authority to modify the terms of this Agreement, or has any authority to make any promises or Agreement not specifically set forth in writing in this Agreement. The Buyer acknowledges that other than as expressly stated in this Agreement, no representations or promises, whether written, oral, or implied, have been made by the Seller, or its agents or employees, in order to induce Buyer to enter into this Agreement.

b. The Seller states that the residence is not habitable in its current condition with no functioning well and septic. The township has not conducted any tests on the well located in the corner of the barn to determine potability, nor water volume or viability. Buyer will obtain and pay for all inspections required by law, if any. This includes any municipal “certificate of occupancy”, which will not be required to be obtained until buyer seeks to occupy the house.

16. Binding Agreement: This agreement shall bind not only the Seller and Purchaser, but also their heirs, executors, administrators, successors and assigns.

17. Miscellaneous:

a. Default of Buyer. In the event that the Buyer fails to comply with any of his obligations or covenants under this Agreement, the Buyer shall be in default and the Seller may, at its option:

i. Cancel the contract and retain as liquidated damages all deposit monies up to a maximum of 10 percent of the purchase price, it being acknowledged by the Seller and the Buyer that the Seller has invested considerable time with respect to marketing the Property, the value of which cannot be reasonably calculated and that the sum of 10 percent of the purchase price is a good faith approximation of said expenses and damages, or

ii. Retain all deposit monies previously paid by the Buyer (up to a maximum of 10 percent of the purchase price) and pursue any remedies available to Seller, at law or in equity, including without limitation, specific performance of this Agreement.

iii. If the Seller elects to retain the deposit monies as liquidated damages as provided in subparagraph (a) above, then this Agreement shall become null and void and the Buyer and Seller shall have no further rights or obligations with respect to one another.

b. Heirs, etc. bound: for the purposes of all and singular, the covenants and agreements aforesaid, the parties do bind themselves, their respective heirs, executors, administrators, successors and assigns.

c. 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 provision hereof.

d. Survival: all parties hereto agree and acknowledge the terms, conditions and representation in this Agreement shall survive closing of title and delivery of a Bargain and Sale with Covenant Against Grantor's Acts Deed.

e. 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 of provision, nor the validity of any other term of this Agreement shall in any way be affected thereby.

f. Amendments: This Agreement may not be changed, altered or canceled orally, but only by a written agreement executed by all of the parties.

18. Entire Agreement: It is understood and agreed that all representation, understandings and agreements heretofore had between the parties are merged in this agreement.

19. Notice:

All notices which must be given under this Agreement are to be given either by:

1. Personal service, or

2. Certified mail return receipt requested, addressed to:

(For Purchaser)

(For Seller):

Mr. Bill Sohl, Business Administrator

Township of Mount Olive

Box 450 (Mailing address)

204 Flanders-Drakestown Rd. (Physical Address)

Budd Lake, NJ 07828

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

The Seller and the Purchaser have signed this Agreement this day of , 2010.

PURCHASER

Approved:

SELLER

Township of Mount Olive

Lisa M. Lashway, Clerk

David Scapicchio, Mayor