

**RESOLUTION NO. 2024-132**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF THE CONTRACTS FOR SALE OF REAL ESTATE FOR BLOCK 86, LOT 82; BLOCK 86, LOT 84; BLOCK 86, LOT 98; BLOCK 91, LOT 30 AND BLOCK 91, LOT 40 TO ZIMAN TRUCKING, LLC**

**WHEREAS**, the governing body authorized the sale by auction of undeveloped real property not needed for public use located at Block 86, Lot 82; Block 86, Lot 84, Block 86, Lot 98, Block 91, Lot 30 and Block 91, Lot 40 in Little Egg Harbor Township, in accordance with the provisions of the Local Land and Buildings Law, N.J.S.A. 40A:12-13(a); and

**WHEREAS**, Ziman Trucking, LLC was the highest bidder for the following properties:

|                  |             |
|------------------|-------------|
| Block 86, Lot 82 | \$4,800.00  |
| Block 86, Lot 84 | \$24,200.00 |
| Block 86, Lot 98 | \$17,400.00 |
| Block 91, Lot 30 | \$14,000.00 |
| Block 91, Lot 40 | \$11,200.00 |

**Total:** **\$71,600.00**; and

**WHEREAS**, the governing body desires to authorize the execution of the Contracts for Sale of Real Estate for Block 86, Lot 82; Block 86, Lot 84, Block 86, Lot 98, Block 91, Lot 30 and Block 91, Lot 40, attached hereto as Schedule A, of the subject property, conditioned on the adoption of an ordinance by the Township Committee authorizing same.

**NOW, THEREFORE, BE IT RESOLVED**, that the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That pursuant to the provisions of N.J.S.A. 40A:12-13 et seq, the governing body wishes to authorize execution of the contracts attached hereto as Schedule A for the sale by the Township of Block 86, Lot 82; Block 86, Lot 84, Block 86, Lot 98, Block 91, Lot 30 and Block 91, Lot 40 to Ziman Trucking, LLC.

2. That the Mayor is authorized to execute and Township Clerk to attest to the contracts for the above-described sale of lands, setting forth the rights and obligations of the parties, conditioned on the adoption on second reading of an ordinance authorizing the purchase pursuant to the requirements of the Local Land and Buildings Law.

**rmshc**

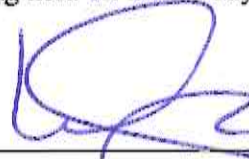
Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
f: 732.905.6555

**CERTIFICATION**

I, **KELLY LETTERA, CMC, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the **9<sup>th</sup>** day of **May, 2024**.



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**KELLY LETTERA, CMC, RMC**  
Township Clerk  
Little Egg Harbor Township

**r|m|sh|c**

Rothstein, Mandell, Strohm,  
Halm & Cipriani, P.A.  
ATTORNEYS AT LAW

98 East Water Street  
Toms River, NJ 08753

o: 732.363.0777  
f: 732.905.6555

## CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on , 2024

**By and Between, Ziman Trucking LLC**, hereinafter referred to as the **Buyer**, whose address is 7702 Long Beach Blvd., Harvey Cedars, New Jersey 08008,

**AND The Township of Little Egg Harbor**, hereinafter referred to as the **Seller**, whose address is 665 Radio Road, Little Egg Harbor, New Jersey 08087,

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

**1. Agreement to Purchase:** The Seller agrees to sell and the Buyer agrees to buy the property described herein.

**2. Property:** The property consists of: (a) the land, together with all buildings, fixtures and other improvements; (b) all of the Seller's rights relating to the property; (c) all personalty specifically set forth herein. The property is commonly known as **Block 86, Lot 82, per the Tax Map of the Township of Little Egg Harbor.**

**3. Deposit.** The Deposit is **\$480.00**. The deposit shall be due with five (5) days of the date that the Contract is fully executed and shall be held in the attorney trust account by the Seller's attorney: Rothstein, Mandell, Strohm, Halm and Cipriani, P.A., 98 East Water Street, Toms River, NJ 08753. Buyer shall also pay the Administrative Auction Fee of **\$240.00** (GovDeals 5% of purchase price) to Township upon execution of this Contract for Sale.

**3. Price:** The purchase price is **\$4,800.00**

**4. Closing:** The estimated date for closing is within 30 days of the fully-executed Contract.

**5. Title Transfer and Possession:** At the time of closing, Seller will transfer title to the Buyer via a Deed known as a Quit Claim Deed. Immediately upon closing, Buyer will be given possession of the property free from any tenancies, except as follows: **None.**

**6. Condition of Title:** Buyer understands that said property is conveyed via a Quit Claim Deed and the Seller makes no representations as to title.

**7. Adjustments at Closing/Assessments:** All rents, taxes, water and sewer charges, fuel oil, or similar charges will be adjusted as of the date of closing. Notwithstanding anything to the contrary herein, Seller shall have the right to satisfy any lien or monetary claim against the property from the proceeds of sale at the time of closing. Any assessments for municipal improvements completed prior to the date of settlement shall be paid by the Seller from the proceeds of sale. In the event that an exact amount is not yet known, an escrow will be established in an amount as estimated by the assessing authority. The parties agree that any omissions and/or errors in making final adjustments at the time of closing shall be corrected and paid within seven (7) days after written notification of such omission or error by either party giving notice to the other party or their respective attorney. This provision shall survive closing for a period of 30 days.

**8. Brokers' Commission:** The parties mutually warrant that no real estate broker is entitled to any commissions as a result of this sale.

**9. Complete Agreement:** The within contains the entire agreement between the parties, which can only be amended by written agreement.

**10. Termination:** If this contract is terminated because of the breach of either party, then the non-breaching party shall retain any and all rights and remedies available to such party at law or in equity.

**11. Parties Liable:** This contract is binding upon the Buyer and the Seller, and to all who succeed to their rights and responsibilities.

**12. Environmental Disclosures:** Seller represents, that to the best of the Seller's knowledge and belief, the property does not contain any (a) abandoned underground storage tank; (b) soil pollution or ground water contamination of any kind; (c) any lands subject to any wet-lands act of the State of Federal government; (d) land subject to any order of any governmental agency mandating any cleanup of any toxic or harmful substance; (e) land subject to application of the Environmental Cleanup Responsibility Act, the Industrial Site Recovery Act, or any similar law or regulation; (f) land subject to a riparian claim of the State of New Jersey; (g) asbestos or urea-formaldehyde foam

insulation; (h) excessive levels of radon gas; or (i) other condition adversely effecting the value of the property or the health and safety of the occupants. **The representations in paragraph 13, herein, are not intended as warranties or guarantees by the Seller; but are stated to the best of the Seller's knowledge and belief.**

**13. Notices:** Any notice required herein shall be made in writing to the party or that party's attorney. Notices under this contract must be in writing. Facsimile or email transmissions shall be an acceptable method of delivery of service for all such notices to all parties and/or their respective counsel, providing that proof of said transmission is provided upon request, (except service of Time of the Essence which must be certified mail return receipt requested and fax or email transmission). Delivery must be between 9:00 a.m. and 5:00 p.m. Monday thru Friday on a non-legal holiday or delivery shall be considered the next business day;

**14. TIME FRAMES:** Should a time period for performing any contractual obligation expire, the party or parties asserting the waiver or forfeiture of a right or rights due to that expiration of the time period shall notify the other party of the expiration and of the right or rights which, but for this paragraph, would be waived or forfeited as a result of that expiration. The party receiving that notice shall have three (3) business days to respond and to comply with the relevant provision of the contract. If the obligation has not been fully complied with within those three days, the waiver or forfeiture provision shall be take effect. Regarding the closing of title date, either party may serve a "time of the essence" letter on the other party through their attorney providing a date certain on which closing must occur or the delaying party shall be in breach of contract. Ten (10) calendar days shall be considered 'reasonable time'.

**IN WITNESS THEREOF**, the parties sign the within agreement as of the date indicated herein.

Date Signed:

**TOWNSHIP OF LITTLE EGG HARBOR**

\_\_\_\_\_  
By: Blaise Scibetta, Mayor

\_\_\_\_\_  
, Seller

**ZIMAN TRUCKING, LLC**

\_\_\_\_\_  
By:

\_\_\_\_\_  
, Buyer

## CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on , 2024

**By and Between, Ziman Trucking LLC**, hereinafter referred to as the **Buyer**, whose address is 7702 Long Beach Blvd., Harvey Cedars, New Jersey 08008,

**AND The Township of Little Egg Harbor**, hereinafter referred to as the **Seller**, whose address is 665 Radio Road, Little Egg Harbor, New Jersey 08087,

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

**1. Agreement to Purchase:** The Seller agrees to sell and the Buyer agrees to buy the property described herein.

**2. Property:** The property consists of: (a) the land, together with all buildings, fixtures and other improvements; (b) all of the Seller's rights relating to the property; (c) all personalty specifically set forth herein. The property is commonly known as **Block 86, Lot 84, per the Tax Map of the Township of Little Egg Harbor.**

**3. Deposit.** The Deposit is **\$2,420.00**. The deposit shall be due with five (5) days of the date that the Contract is fully executed and shall be held in the attorney trust account by the Seller's attorney: Rothstein, Mandell, Strohm, Halm and Cipriani, P.A., 98 East Water Street, Toms River, NJ 08753. Buyer shall also pay the Administrative Auction Fee of **\$1,210** (GovDeals 5% of purchase price) to Township upon execution of this Contract for Sale.

**4. Price:** The purchase price is **\$24,200.00**

**5. Closing:**

The estimated date for closing is within 30 days of the fully-executed Contract.

**6. Title Transfer and Possession:** At the time of closing, Seller will transfer title to the Buyer via a Deed known as a Quit Claim Deed. Immediately upon closing, Buyer will be given possession of the property free from any tenancies, except as follows: **None.**

**7. Condition of Title:** Buyer understands that said property is conveyed via a Quit Claim Deed and the Seller makes no representations as to title.

**8. Adjustments at Closing/Assessments:** All rents, taxes, water and sewer charges, fuel oil, or similar charges will be adjusted as of the date of closing. Notwithstanding anything to the contrary herein, Seller shall have the right to satisfy any lien or monetary claim against the property from the proceeds of sale at the time of closing. Any assessments for municipal improvements completed prior to the date of settlement shall be paid by the Seller from the proceeds of sale. In the event that an exact amount is not yet known, an escrow will be established in an amount as estimated by the assessing authority. The parties agree that any omissions and/or errors in making final adjustments at the time of closing shall be corrected and paid within seven (7) days after written notification of such omission or error by either party giving notice to the other party or their respective attorney. This provision shall survive closing for a period of 30 days.

**9. Brokers' Commission:** The parties mutually warrant that no real estate broker is entitled to any commissions as a result of this sale.

**10. Complete Agreement:** The within contains the entire agreement between the parties, which can only be amended by written agreement.

**11. Termination:** If this contract is terminated because of the breach of either party, then the non-breaching party shall retain any and all rights and remedies available to such party at law or in equity.

**12. Parties Liable:** This contract is binding upon the Buyer and the Seller, and to all who succeed to their rights and responsibilities.

**13. Environmental Disclosures:** Seller represents, that to the best of the Seller's knowledge and belief, the property does not contain any (a) abandoned underground storage tank; (b) soil pollution or ground water contamination of any kind; (c) any lands subject to any wet-lands act of the State of Federal government; (d) land subject to any order of any governmental agency mandating any cleanup of any toxic or harmful substance; (e) land subject to application of the Environmental Cleanup Responsibility Act, the Industrial Site Recovery Act, or any similar law or



regulation; (f) land subject to a riparian claim of the State of New Jersey; (g) asbestos or urea-formaldehyde foam insulation; (h) excessive levels of radon gas; or (i) other condition adversely effecting the value of the property or the health and safety of the occupants. **The representations in paragraph 13, herein, are not intended as warranties or guarantees by the Seller; but are stated to the best of the Seller's knowledge and belief.**

**14. Notices:** Any notice required herein shall be made in writing to the party or that party's attorney. Notices under this contract must be in writing. Facsimile or email transmissions shall be an acceptable method of delivery of service for all such notices to all parties and/or their respective counsel, providing that proof of said transmission is provided upon request, (except service of Time of the Essence which must be certified mail return receipt requested and fax or email transmission). Delivery must be between 9:00 a.m. and 5:00 p.m. Monday thru Friday on a non-legal holiday or delivery shall be considered the next business day;

**15. TIME FRAMES:** Should a time period for performing any contractual obligation expire, the party or parties asserting the waiver or forfeiture of a right or rights due to that expiration of the time period shall notify the other party of the expiration and of the right or rights which, but for this paragraph, would be waived or forfeited as a result of that expiration. The party receiving that notice shall have three (3) business days to respond and to comply with the relevant provision of the contract. If the obligation has not been fully complied with within those three days, the waiver or forfeiture provision shall take effect. Regarding the closing of title date, either party may serve a "time of the essence" letter on the other party through their attorney providing a date certain on which closing must occur or the delaying party shall be in breach of contract. Ten (10) calendar days shall be considered 'reasonable time'.

IN WITNESS THEREOF, the parties sign the within agreement as of the date indicated herein.

Date Signed:

TOWNSHIP OF LITTLE EGG HARBOR

\_\_\_\_\_  
By: Blaise Scibetta, Mayor

\_\_\_\_\_  
, Seller

ZIMAN TRUCKING, LLC

\_\_\_\_\_  
By:

\_\_\_\_\_  
, Buyer

## CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on \_\_\_\_\_, 2024

**By and Between, Ziman Trucking LLC**, hereinafter referred to as the **Buyer**, whose address is 7702 Long Beach Blvd., Harvey Cedars, New Jersey 08008,

**AND The Township of Little Egg Harbor**, hereinafter referred to as the **Seller**, whose address is 665 Radio Road, Little Egg Harbor, New Jersey 08087,

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

**1. Agreement to Purchase:** The Seller agrees to sell and the Buyer agrees to buy the property described herein.

**2. Property:** The property consists of: (a) the land, together with all buildings, fixtures and other improvements; (b) all of the Seller's rights relating to the property; (c) all personalty specifically set forth herein. The property is commonly known as **Block 86, Lot 98, per the Tax Map of the Township of Little Egg Harbor.**

**3. Deposit.** The Deposit is **\$1,740.00**. The deposit shall be due with five (5) days of the date that the Contract is fully executed and shall be held in the attorney trust account by the Seller's attorney: Rothstein, Mandell, Strohm, Halm and Cipriani, P.A., 98 East Water Street, Toms River, NJ 08753. Buyer shall also pay the Administrative Auction Fee of **\$870.00** (GovDeals 5% of purchase price) to Township upon execution of this Contract for Sale.

**4. Price:** The purchase price is **\$17,400.00**

**5. Closing:**

The estimated date for closing is within 30 days of the fully-executed Contract.

**6. Title Transfer and Possession:** At the time of closing, Seller will transfer title to the Buyer via a Deed known as a Quit Claim Deed. Immediately upon closing, Buyer will be given possession of the property free from any tenancies, except as follows: **None.**

**7. Condition of Title:** Buyer understands that said property is conveyed via a Quit Claim Deed and the Seller makes no representations as to title.

**8. Adjustments at Closing/Assessments:** All rents, taxes, water and sewer charges, fuel oil, or similar charges will be adjusted as of the date of closing. Notwithstanding anything to the contrary herein, Seller shall have the right to satisfy any lien or monetary claim against the property from the proceeds of sale at the time of closing. Any assessments for municipal improvements completed prior to the date of settlement shall be paid by the Seller from the proceeds of sale. In the event that an exact amount is not yet known, an escrow will be established in an amount as estimated by the assessing authority. The parties agree that any omissions and/or errors in making final adjustments at the time of closing shall be corrected and paid within seven (7) days after written notification of such omission or error by either party giving notice to the other party or their respective attorney. This provision shall survive closing for a period of 30 days.

**9. Brokers' Commission:** The parties mutually warrant that no real estate broker is entitled to any commissions as a result of this sale.

**10. Complete Agreement:** The within contains the entire agreement between the parties, which can only be amended by written agreement.

**11. Termination:** If this contract is terminated because of the breach of either party, then the non-breaching party shall retain any and all rights and remedies available to such party at law or in equity.

**12. Parties Liable:** This contract is binding upon the Buyer and the Seller, and to all who succeed to their rights and responsibilities.

**13. Environmental Disclosures:** Seller represents, that to the best of the Seller's knowledge and belief, the property does not contain any (a) abandoned underground storage tank; (b) soil pollution or ground water contamination of any kind; (c) any lands subject to any wet-lands act of the State of Federal government; (d) land subject to any order of any governmental agency mandating any cleanup of any toxic or harmful substance; (e) land subject to application of the Environmental Cleanup Responsibility Act, the Industrial Site Recovery Act, or any similar law or

regulation; (f) land subject to a riparian claim of the State of New Jersey; (g) asbestos or urea-formaldehyde foam insulation; (h) excessive levels of radon gas; or (i) other condition adversely effecting the value of the property or the health and safety of the occupants. **The representations in paragraph 13, herein, are not intended as warranties or guarantees by the Seller; but are stated to the best of the Seller's knowledge and belief.**

**14. Notices:** Any notice required herein shall be made in writing to the party or that party's attorney. Notices under this contract must be in writing. Facsimile or email transmissions shall be an acceptable method of delivery of service for all such notices to all parties and/or their respective counsel, providing that proof of said transmission is provided upon request, (except service of Time of the Essence which must be certified mail return receipt requested and fax or email transmission). Delivery must be between 9:00 a.m. and 5:00 p.m. Monday thru Friday on a non-legal holiday or delivery shall be considered the next business day;

**15. TIME FRAMES:** Should a time period for performing any contractual obligation expire, the party or parties asserting the waiver or forfeiture of a right or rights due to that expiration of the time period shall notify the other party of the expiration and of the right or rights which, but for this paragraph, would be waived or forfeited as a result of that expiration. The party receiving that notice shall have three (3) business days to respond and to comply with the relevant provision of the contract. If the obligation has not been fully complied with within those three days, the waiver or forfeiture provision shall take effect. Regarding the closing of title date, either party may serve a "time of the essence" letter on the other party through their attorney providing a date certain on which closing must occur or the delaying party shall be in breach of contract. Ten (10) calendar days shall be considered 'reasonable time'.

IN WITNESS THEREOF, the parties sign the within agreement as of the date indicated herein.

Date Signed:

TOWNSHIP OF LITTLE EGG HARBOR

\_\_\_\_\_  
By: Blaise Scibetta, Mayor

\_\_\_\_\_  
, Seller

ZIMAN TRUCKING, LLC

\_\_\_\_\_  
By:

\_\_\_\_\_  
, Buyer

## CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on \_\_\_\_\_, 2024

**By and Between, Ziman Trucking LLC**, hereinafter referred to as the **Buyer**, whose address is 7702 Long Beach Blvd., Harvey Cedars, New Jersey 08008,

**AND The Township of Little Egg Harbor**, hereinafter referred to as the **Seller**, whose address is 665 Radio Road, Little Egg Harbor, New Jersey 08087,

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

**1. Agreement to Purchase:** The Seller agrees to sell and the Buyer agrees to buy the property described herein.

**2. Property:** The property consists of: (a) the land, together with all buildings, fixtures and other improvements; (b) all of the Seller's rights relating to the property; (c) all personalty specifically set forth herein. The property is commonly known as **Block 91, Lot 30, per the Tax Map of the Township of Little Egg Harbor.**

**3. Deposit.** The Deposit is **\$1,400.00**. The deposit shall be due with five (5) days of the date that the Contract is fully executed and shall be held in the attorney trust account by the Seller's attorney: Rothstein, Mandell, Strohm, Halm and Cipriani, P.A., 98 East Water Street, Toms River, NJ 08753. Buyer shall also pay the Administrative Auction Fee of **\$700.00** (GovDeals 5% of purchase price) to Township upon execution of this Contract for Sale.

**4. Price:** The purchase price is **\$14,000.00**

**5. Closing:**

The estimated date for closing is within 30 days of the fully-executed Contract.

**6. Title Transfer and Possession:** At the time of closing, Seller will transfer title to the Buyer via a Deed known as a Quit Claim Deed. Immediately upon closing, Buyer will be given possession of the property free from any tenancies, except as follows: **None.**

**7. Condition of Title:** Buyer understands that said property is conveyed via a Quit Claim Deed and the Seller makes no representations as to title.

**8. Adjustments at Closing/Assessments:** All rents, taxes, water and sewer charges, fuel oil, or similar charges will be adjusted as of the date of closing. Notwithstanding anything to the contrary herein, Seller shall have the right to satisfy any lien or monetary claim against the property from the proceeds of sale at the time of closing. Any assessments for municipal improvements completed prior to the date of settlement shall be paid by the Seller from the proceeds of sale. In the event that an exact amount is not yet known, an escrow will be established in an amount as estimated by the assessing authority. The parties agree that any omissions and/or errors in making final adjustments at the time of closing shall be corrected and paid within seven (7) days after written notification of such omission or error by either party giving notice to the other party or their respective attorney. This provision shall survive closing for a period of 30 days.

**9. Brokers' Commission:** The parties mutually warrant that no real estate broker is entitled to any commissions as a result of this sale.

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**12. Parties Liable:** This contract is binding upon the Buyer and the Seller, and to all who succeed to their rights and responsibilities.

**13. Environmental Disclosures:** Seller represents, that to the best of the Seller's knowledge and belief, the property does not contain any (a) abandoned underground storage tank; (b) soil pollution or ground water contamination of any kind; (c) any lands subject to any wet-lands act of the State of Federal government; (d) land subject to any order of any governmental agency mandating any cleanup of any toxic or harmful substance; (e) land subject to application of the Environmental Cleanup Responsibility Act, the Industrial Site Recovery Act, or any similar law or



regulation; (f) land subject to a riparian claim of the State of New Jersey; (g) asbestos or urea-formaldehyde foam insulation; (h) excessive levels of radon gas; or (i) other condition adversely effecting the value of the property or the health and safety of the occupants. **The representations in paragraph 13, herein, are not intended as warranties or guarantees by the Seller; but are stated to the best of the Seller's knowledge and belief.**

**14. Notices:** Any notice required herein shall be made in writing to the party or that party's attorney. Notices under this contract must be in writing. Facsimile or email transmissions shall be an acceptable method of delivery of service for all such notices to all parties and/or their respective counsel, providing that proof of said transmission is provided upon request, (except service of Time of the Essence which must be certified mail return receipt requested and fax or email transmission). Delivery must be between 9:00 a.m. and 5:00 p.m. Monday thru Friday on a non-legal holiday or delivery shall be considered the next business day;

**15. TIME FRAMES:** Should a time period for performing any contractual obligation expire, the party or parties asserting the waiver or forfeiture of a right or rights due to that expiration of the time period shall notify the other party of the expiration and of the right or rights which, but for this paragraph, would be waived or forfeited as a result of that expiration. The party receiving that notice shall have three (3) business days to respond and to comply with the relevant provision of the contract. If the obligation has not been fully complied with within those three days, the waiver or forfeiture provision shall take effect. Regarding the closing of title date, either party may serve a "time of the essence" letter on the other party through their attorney providing a date certain on which closing must occur or the delaying party shall be in breach of contract. Ten (10) calendar days shall be considered 'reasonable time'.

**IN WITNESS THEREOF**, the parties sign the within agreement as of the date indicated herein.

Date Signed:

**TOWNSHIP OF LITTLE EGG HARBOR**

\_\_\_\_\_  
By: Blaise Scibetta, Mayor

\_\_\_\_\_  
, Seller

**ZIMAN TRUCKING, LLC**

\_\_\_\_\_  
By:

\_\_\_\_\_  
, Buyer

## CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on , 2024

**By and Between, Ziman Trucking LLC**, hereinafter referred to as the **Buyer**, whose address is 7702 Long Beach Blvd., Harvey Cedars, New Jersey 08008,

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**2. Property:** The property consists of: (a) the land, together with all buildings, fixtures and other improvements; (b) all of the Seller's rights relating to the property; (c) all personalty specifically set forth herein. The property is commonly known as **Block 91, Lot 40, per the Tax Map of the Township of Little Egg Harbor.**

**3. Deposit.** The Deposit is **\$1,120.00**. The deposit shall be due with five (5) days of the date that the Contract is fully executed and shall be held in the attorney trust account by the Seller's attorney: Rothstein, Mandell, Strohm, Halm and Cipriani, P.A., 98 East Water Street, Toms River, NJ 08753. Buyer shall also pay the Administrative Auction Fee of **\$560.00** (GovDeals 5% of purchase price) to Township upon execution of this Contract for Sale.

**4. Price:** The purchase price is **\$11,200.00**

**5. Closing:**

The estimated date for closing is within 30 days of the fully-executed Contract.

**6. Title Transfer and Possession:** At the time of closing, Seller will transfer title to the Buyer via a Deed known as a Quit Claim Deed. Immediately upon closing, Buyer will be given possession of the property free from any tenancies, except as follows: **None.**

**7. Condition of Title:** Buyer understands that said property is conveyed via a Quit Claim Deed and the Seller makes no representations as to title.

**8. Adjustments at Closing/Assessments:** All rents, taxes, water and sewer charges, fuel oil, or similar charges will be adjusted as of the date of closing. Notwithstanding anything to the contrary herein, Seller shall have the right to satisfy any lien or monetary claim against the property from the proceeds of sale at the time of closing. Any assessments for municipal improvements completed prior to the date of settlement shall be paid by the Seller from the proceeds of sale. In the event that an exact amount is not yet known, an escrow will be established in an amount as estimated by the assessing authority. The parties agree that any omissions and/or errors in making final adjustments at the time of closing shall be corrected and paid within seven (7) days after written notification of such omission or error by either party giving notice to the other party or their respective attorney. This provision shall survive closing for a period of 30 days.

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regulation; (f) land subject to a riparian claim of the State of New Jersey; (g) asbestos or urea-formaldehyde foam insulation; (h) excessive levels of radon gas; or (i) other condition adversely effecting the value of the property or the health and safety of the occupants. **The representations in paragraph 13, herein, are not intended as warranties or guarantees by the Seller; but are stated to the best of the Seller's knowledge and belief.**

**14. Notices:** Any notice required herein shall be made in writing to the party or that party's attorney. Notices under this contract must be in writing. Facsimile or email transmissions shall be an acceptable method of delivery of service for all such notices to all parties and/or their respective counsel, providing that proof of said transmission is provided upon request, (except service of Time of the Essence which must be certified mail return receipt requested and fax or email transmission). Delivery must be between 9:00 a.m. and 5:00 p.m. Monday thru Friday on a non-legal holiday or delivery shall be considered the next business day;

**15. TIME FRAMES:** Should a time period for performing any contractual obligation expire, the party or parties asserting the waiver or forfeiture of a right or rights due to that expiration of the time period shall notify the other party of the expiration and of the right or rights which, but for this paragraph, would be waived or forfeited as a result of that expiration. The party receiving that notice shall have three (3) business days to respond and to comply with the relevant provision of the contract. If the obligation has not been fully complied with within those three days, the waiver or forfeiture provision shall take effect. Regarding the closing of title date, either party may serve a "time of the essence" letter on the other party through their attorney providing a date certain on which closing must occur or the delaying party shall be in breach of contract. Ten (10) calendar days shall be considered 'reasonable time'.

**IN WITNESS THEREOF**, the parties sign the within agreement as of the date indicated herein.

Date Signed:

**TOWNSHIP OF LITTLE EGG HARBOR**

\_\_\_\_\_  
By: Blaise Scibetta, Mayor

\_\_\_\_\_  
, Seller

**ZIMAN TRUCKING, LLC**

\_\_\_\_\_  
By:

\_\_\_\_\_  
, Buyer