

CITY OF PLAINFIELD

**Auction of Foreclosed Properties
Owned by the City of Plainfield**



**Thursday, October 15, 2015
11:00 AM**

**Plainfield City Hall
515 Watchung Avenue
Plainfield, NJ 07060**



A Message from Mayor Adrian O. Mapp

Dear Residents and Friends of Plainfield:

It is with distinct honor that I once again welcome you to the 2015 Public Real Estate Auction for the City of Plainfield. I enthusiastically support this endeavor and look forward to the positive results this auction will bring to our City.

As a result of past auctions, we have experienced improvements to neighborhoods with new construction and rehabilitated properties. Your interest and commitment in moving this great City forward is a signal that you are prepared to commit yourself to the redevelopment efforts being undertaken by the City of Plainfield.

Your attendance at this Public Auction signifies that Plainfield is moving in the right direction to overall improvement in economic development. It is also an expression of your willingness to partner with my Administration to rebuild our City. This auction is open to anyone looking to do business with the City.

I thank you for your participation and commitment to invest in the City of Plainfield.

Sincerely,

A handwritten signature in black ink that reads "Adrian O. Mapp". The signature is written in a cursive, flowing style.

Mayor, City of Plainfield



MAYOR

Adrian O. Mapp

CITY ADMINISTRATOR

R. Allen Smiley

COUNCILMAN, FIRST WARD

Diane Toliver

COUNCILWOMAN-AT-LARGE, 1ST & 4TH WARDS

Vera Greaves

COUNCILMAN SECOND WARD

Cory Storch

COUNCILWOMAN-AT-LARGE, 2ND & 3RD WARDS

Rebecca Williams

COUNCILWOMAN THIRD WARD

Gloria Taylor

COUNCILWOMAN-AT-LARGE

Tracey Brown

COUNCILWOMAN, FOURTH WARD & COUNCIL PRESIDENT

Bridget B. Rivers

RESOLUTION AUTHORIZING THE ADVERTISING FOR BIDS TO PURCHASE CERTAIN
REAL PROPERTY OWNED BY THE CITY OF PLAINFIELD, PURSUANT TO N.J.S.A.
40A:12-13 ET. SEQ.

WHEREAS, N.J.S.A. 40A:12-13 et. seq. provides that a municipality may sell any real property with or without capital improvements, not needed for public use, by open public sale, at auction, to the highest bidder, after advertisement in a newspaper of general circulation in the community at least once a week during two consecutive weeks, the last publication to be not earlier than seven days prior to such sale; and

WHEREAS, N.J.S.A. 40A:12-13 et. seq. further provides that the City Council may fix a minimum bid and may reserve its right to reject any and all bids; and

WHEREAS, N.J.S.A. 40A:12-13 et. seq. also provides that the City Council may set such terms and conditions as it deems fair and appropriate so long as such terms and conditions are related to a lawful public purpose and encourage and promote fair and competitive bidding and are consistent with the zoning ordinance and building, plumbing, electrical, fire or similar code or ordinance in effect; and

WHEREAS, the properties set forth on the attached list which are owned by the City of Plainfield are surplus properties, not needed for public purposes; and

WHEREAS, it is in the best interest of the City of Plainfield to advertise these properties for public sale to the highest bidder;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Plainfield, County of Union, State of New Jersey, that the properties set forth on the list attached hereto shall be sold at public auction for not less than the minimum bid, said public auction to be conducted by a designated City Official at a date to be set by the City Administrator.

BE IT FURTHER RESOLVED, that the City Administrator is authorized to remove from the auction sale such properties as are deemed necessary or appropriate in the interests of the City as set forth in the Conditions of Sale.

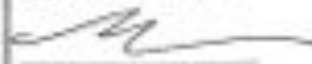
BE IT FURTHER RESOLVED, that the attached list of properties shall be advertised for public sale pursuant to all requirements and procedures set forth in the Local Lands and Building Law, N.J.S.A. 40A:12-13 et. seq. and the Conditions of Sale that have been established by the City Council.

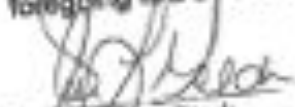
Adopted by the City Council

August 17, 2013


Abubakar Jalloh, City Clerk

Approved as to Form


David L. Michello
Corporation Counsel

This will certify that the foregoing is a true copy

Deputy City Clerk

<u>BLOCK – LOT ADDRESS</u>	<u>TYPE OF PROPERTY ZONE CLASSIFICATION PERMITTED USE</u>	<u>MINIMUM BID</u>
114 – 36 305 Grant Avenue	Vacant Land R-4 Substandard Lot	\$ 5,000
116 – 29 223-25 Lee Place	Vacant Land R-4 Single Family	\$ 5,000
122 – 6 921-23 West 3 rd Street	Commercial Building 197 Redevelopment Plan Commercial	\$10,000
125 – 18 223-25 Monroe Avenue	Vacant Land 197 Redevelopment Plan Single Family	\$5,000
410 – 1 200-02 Netherwood Avenue	Commercial NC Neighborhood Commercial	\$10,000
606 – 46 319-21 East 5 th Street	Vacant Land MU Mixed Use	\$5,000

**RESOLUTION ESTABLISHING CONDITIONS OF SALE FOR THE
PUBLIC AUCTION OF CERTAIN REAL PROPERTY OWNED BY THE
CITY OF PLAINFIELD, PURSUANT TO N.J.S.A. 40A:12-13ET.SEQ.**

WHEREAS, N.J.S.A. 40A:12-13(a) provides that a municipality may sell any real property with or without capital improvements, not needed for public use, by open public sale, at auction, to the highest bidder, after advertisement in a newspaper of general circulation in the community at least once a week during two consecutive weeks, the last publication to be not earlier than seven days prior to such sale; and

WHEREAS, N.J.S.A. 40A:12-13(e) further provides that the City Council may fix a minimum bid and may reserve its right to reject any and all bids; and

WHEREAS, N.J.S.A. 40A:12-13(a) also provides that the City Council may set such terms and conditions as it deems fair and appropriate as long as such terms and conditions are related to a lawful public purpose and encourage and promote fair and competitive bidding and are consistent with the zoning ordinance and building, plumbing, electrical, fire or similar code or ordinance in effect; and

WHEREAS, it is deemed appropriate and in the best interest of the City of Plainfield to adopt the attached Conditions of Sale to govern the public auction proceedings;


NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Plainfield, County of Union, State of New Jersey, that it hereby establishes the conditions of sale for the public auction as set forth in the Conditions of Sale attached hereto and made a part hereof.

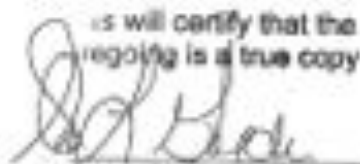
Adopted by the City Council

August 17, 2015


Atubikur Jelich
City Clerk

Approved as to Form


David L. Minchello
Corporation Counsel

is will certify that the foregoing is a true copy

Deputy City Clerk



INSTRUCTIONS TO PROSPECTIVE BIDDERS

Before the auction you should review the List of Properties and look at the exterior of those that interest you. The properties will be available for interior inspections on Wednesday, October 1st and October 8th from 11:00am until 12:00 noon. Please bring a flashlight with you to inspect the properties.

All properties are sold "AS IS". Properties generally require rehabilitation in order to make them habitable and remove all code violations. Some buildings may require that you have plans prepared for the building by a licensed architect, and in some cases, an engineer's report, before you will be able to take out a building permit.

Before buying any property you should make certain that you have the funds and time to ensure that all work can be completed within the time frame detailed in the Conditions of Sale.



PROPERTIES WITHDRAWN FROM AUCTION

All properties advertised for sale by the City of Plainfield are offered in good faith. However, the possibility exists that specific property(ies) may be withdrawn either before or during the time of the auction.

The reasons for withdrawal are beyond the control of the City of Plainfield. An example would be the service upon the City of an "Order to Show Cause" or a "Restraining Order" issued by The Superior Court of the State of New Jersey.

Such an order may be brought by a former owner and the order of the Court must be obeyed. Therefore, in this situation, the property may not be sold and it is removed from the auction.

All property(ies) that are withdrawn will be announced at the auction and the reasons stated. Be assured that the City of Plainfield regrets any inconvenience that these isolated incidents may cause.

PUBLIC NOTICE – CITY OF PLAINFIELD

OPEN NOTICE IS HEREBY GIVEN THAT THE CITY OF PLAINFIELD WILL OFFER AT PUBLIC AUCTION TO THE HIGHEST BIDDER THE PROPERTIES DESIGNATED IN PARAGRAPH A HEREAFTER. SAID PUBLIC SALE WILL BE HELD ON THURSDAY, OCTOBER 15, 2015, CITY HALL, 515 WATCHUNG AVENUE, PLAINFIELD, NEW JERSEY AT 11:00 A.M.

PROPERTIES WILL BE SOLD IN ACCORDANCE WITH N.J.S.A. 40:12-14 et seq. ON THE ABOVE MENTIONED DATE AND UPON THE TERMS HERINAFTER SET FORTH AND UPON THE FURTHER EXPRESSED CONDITIONS WHICH ARE APPLICABLE.

A. The parcels shall not be sold for less than the prices listed below:

Block	Lot(s)	Location	Type	Minimum Bid	25% of Bid
114	36	305 Grant Ave	Vacant Land	\$ 5,000	\$ 1,250
116	29	223-25 Lee Place	Vacant Land	\$ 5,000	\$ 1,250
122	6	921-23 W 3 rd St	Commercial	\$ 10,000	\$ 2,500
125	18	223-25 Monroe Ave	Vacant Land	\$ 5,000	\$ 1,250
410	1	200-02 Netherwood Ave	Commercial	\$ 10,000	\$ 2,500
606	46	319-21 East 5 th Street	Vacant Land	\$ 5,000	\$ 1,250

B. The properties will be available for interior inspections on Wednesday, October 1st and October 8th from 11:00 am until 12:00 pm.

C. Each sale is subject to the Conditions of Sale set forth as follows:

**CITY OF PLAINFIELD
PUBLIC AUCTION
CONDITIONS OF SALE**

1. Acceptance of Bids

Each bid is subject to the rejection or acceptance by the City Council, and shall be deemed conditionally accepted until such time as the Council may accept the bid, which shall occur no later than at its second regular meeting following the auction sale. The City Council reserves the right to reject any or all bids. If no action is taken by the City Council at or such second meeting, all bids will be deemed to be rejected.

2. Deposit Requirements

The successful bidder shall be required to deposit 25% of his or her bid with the City at the time of the auction. This amount shall be paid by a certified check, money order or cash. All monies so received will be credited to the total sale price.

- (a) Upon the close of bidding the successful bidder shall immediately execute an offer to purchase at his or her bid price, which offer shall include the terms and conditions specified herein. Said offer shall be irrevocable.
- (b) The successful high bidder must pay the 25% deposit prior to completion of the auction. If the bidder does not pay the required deposit by the end of the auction, the property shall immediately be re-auctioned for sale.
- (c) The deposit made by the bidder is non-refundable. The bidder is not entitled to a refund of this deposit in any case except where the City is unable to convey marketable title, as indicated in Condition of Sale Number 11, or the City Council rejects the offer. The risk of loss is on the bidder.

3. Taxes

The City of Plainfield will assess taxes on the subject property as of the date of closing of title.

4. Certificate of Compliance/Occupancy Requirements

The successful bidder must obtain a Certificate of Compliance and/or Certificate of Occupancy in accordance with Condition 17, prior to occupancy. All permits are the responsibility of the successful bidder. Vacant land is to be graded and fenced within thirty (30) days of the date of closing.

5. Fence deposit

This provision only applies to vacant lots. In addition to other closing costs at the time of closing, the successful bidder shall be required to pay a refundable fence deposit of \$1,000 or \$2,000, as set forth below. This money will be held in escrow by the City without interest as liquidated damages if the purchased property is not developed or fenced within the allotted time frame according to the conditions of sale.

The money held in escrow is based on the following formula:

1. Property size 25 ft. x 100 ft. or less - \$1,000.
2. Property size 25.01 ft. x 100 ft. or more - \$2,000.

The fence deposit shall be forfeited if the following conditions are not satisfied:

- a. All vacant lots must be fenced and graded within thirty (30) days of closing.
- b. Fencing must be constructed in accordance with City Ordinance. In no case should barbed wire or other material dangerous to children be used.
- c. It shall be the continuing responsibility of the said purchaser to maintain the fence and protect the property as herein above set forth so long as the same shall remain vacant.
- d. In cases where the successful bidder has graded and fenced the property or has begun construction and has received a Certificate of Compliance/Occupancy or Occupancy issued by the City within the allotted time frame, the bidder is entitled to the return of the fence deposit being held in escrow after the City has inspected and approved the required improvements or repairs. A written request for refund should be sent to the Director of Administration and Finance by certified mail.

6. Identification and Authorization at Closing

All bidders must appear in person at the auction and upon becoming the successful bidder must present identifying credentials and complete a certification of identification.

- a. A person bidding on behalf of a corporation, upon becoming the successful bidder, must present a copy of the Certificate of Incorporation and a letter of authorization from the corporation.
- b. A person bidding on behalf of a partnership or using a trade name upon becoming the successful bidder, must submit a copy of the Certificate of Trade Name (partnership) and a letter of authorization from other partner (s).
- c. No other bidder may submit a bid on behalf of another except through an attorney or agent who provides a notarized letter of authorization.

7. Existing tenancies and occupancies

All sales are subject to present occupancies or tenancies. There is no representation made that any occupant will continue beyond time of closing title or vacate prior to closing. Use and Occupancy Agreements and leases, if any, are available for review and discussion at the Office of the Tax Assessor on business days between the hours of 9:00 a.m. and 4:00 p.m. Call for an appointment at (908)753-3203.

No discussion or review of leases will be allowed at the auction. It shall be the sole responsibility of the successful bidder to terminate any and all existing tenancies or occupancies and to initiate any eviction procedures against present occupants.

It shall be the sole responsibility of the successful bidder/purchaser to initiate any eviction or ejection proceedings against any present tenant(s), squatter(s), or occupants. Anyone bidding upon this property should be aware that under the laws of the State of New Jersey, with respect to residential property, a new owner may only evict a tenant after proper notice has been given in advance, assuming that the tenant is paying rent to the successful bidder and/or has not committed any acts or omissions which give rise to a cause of action for a summary dispossession proceedings, which causes of action for eviction are set forth in N.J.S.A. 2A:18-61.1 et seq., N.J.S.A. 2A:18-53, 54 et seq. Bidder should consult with their legal counsel as to their rights and responsibilities in this regard. It shall not be the responsibility, nor as a condition of acceptance and approval of the bid, nor shall the closing or passage of title be contingent upon the City evicting any tenant, squatters, or occupants, or causing any action to eject any occupant presently or hereafter residing or occupying any portion of the premises.

8. Payment of Recording fees

Successful bidders shall bear the cost of recording deeds. The settlement agent shall agree in writing that the deed will be sent for recording immediately following the closing without changes or alterations to the content of the deed provided by the City.

9. No Assignments

The successful bidder, prior to closing of title, will not be permitted to assign his bid nor any right, title or interest in the property on which the bid was made.

10. Deed and Closing

The City shall convey only such title as it owns as of the date of the sale. No other representation or assurances as to title, or quality thereof, are either expressed or implied. Title shall also be subject to the following (the "Permitted Encumbrances"):

- a) Present and future zoning and building regulations, ordinances, restrictions or orders of any federal, state, county or municipal government or of any public authority having jurisdiction thereof, and any amendments and additions thereto;
- b) Present or future assessments for the construction of improvements benefiting the property;
- c) All restrictions, easements or other encumbrances of record;

- d) Any state of facts which an accurate survey may show;
- e) Existing tenancies, rights of persons in possession.

The Premises shall be conveyed by a Bargain and Sale Deed, without covenants, and the City shall only be obligated to convey such title as it may have, which Bidder agrees to accept subject to the Permitted Encumbrances and other conditions set forth in these Conditions.

Title is to close within thirty (30) days after confirmation of the bid by the City Council. Closing shall be held at the office of the Corporation Counsel, 515 Watchung Avenue, Plainfield, N.J. between the hours of 9:00 a.m. and 4:30 p.m. prevailing time, but if the last day for closing title falls on a Saturday, or legal holiday or a day on which City offices are closed, then title shall close on the following business day. The exact date and time of the closing must be confirmed with the Corporation Counsel. **Time is of the essence** with respect to closing of title.

NO POSTPONEMENT OF CLOSING IS PERMITTED UNLESS:

Postponement of closing is allowed only under the following circumstances:

- a. If the City undertakes to cure title defects, the City shall be allowed a reasonable time (not less than sixty (60) days) to clear defects and to close as set forth in condition 12 below.
- b. There is a written request, containing the reasons therefore, made by the bidder within twenty (20) days after the confirmation of the sale by the City Council. The Corporation Counsel may grant a one time postponement, reasonable as to time for good cause, and the finding that the bidder has diligently pursued any applicable approvals, financing or applications as may be required. However, in the case of an occupied building, no such postponement will be granted unless the prospective bidder agrees to reimburse the City at the time of closing for all maintenance, utility, and security costs incurred with regard to the premises between the date which occurs thirty (30) days after bid confirmation and the actual closing date.

11. Title defects

Notice of any alleged material defect in title shall be given to the City in writing no later than twenty (20) days after the date of confirmation of the sale by the City Council. Notice is to be given by Certified Mail, Return Receipt Requested to the Corporation Counsel of the City of Plainfield.

If there is a valid Federal encumbrance against the bidder's property, the City, after being timely notified of this defect by the bidder, will endeavor to obtain within a reasonable time after such notification a release or discharge of such lien. If the City is successful in this regard, then part of the consideration to be paid by the bidder for the property shall be in the form of a certified check payable to the United States of America for the amount to be paid for such release or discharge.

Upon notice of any alleged defect in title, the City in its sole option may elect to proceed to clear the title defects within a reasonable time (not less than sixty (60) days), or can cancel the sale

upon ten (10) days notice to the bidder. If the sale is cancelled the liability of the City shall be limited to the refund of deposit monies only, without any liability for costs, expenses, damages or claims.

If the material defects are not cleared within sixty (60) days after notice and the City does not otherwise elect to cancel, the bidder shall have the option to: (1) accept such title as may be able to be conveyed, without reduction of the Purchase Price or any credit, or allowance against the same and without any other liability on the part of the City; or (2) terminate the Agreement within ten (10) days after the expiration of the sixty (60) day period, in which case the Deposit shall be returned to the bidder and the Agreement shall become null and void and without further force and effect or right or remedy in favor of either party against the other.

Failure of the bidder to give such notice within the time stated, shall be deemed conclusive evidence that the bidder accepts the title in its then present condition.

If, for any reason whatsoever, either before or after the delivery of the deed to the successful bidder, the previous owner, or any other person shall successfully reopen the final judgment pursuant to the provisions of N.J.S.A. 54:5-104.67 or any other statute or Rule of Court and shall obtain or recobtain title, the sole liability of the City to the successful bidder shall be the return of the full purchase price with no other costs, liabilities, damages or claims.

12. Payment Terms and Adjustments

Payment in full shall be made upon final closing by certified check, cash, bank check or New Jersey attorney trust account check.

At closing, the following shall be adjusted and apportioned pro rata, as of the date of closing:

- (a) All real estate taxes, sewer and water charges, if any.
- (b) All municipal liens and assessments.
- (c) Rents, if any.
- (d) Fuel and other utility charges, if any.

If the property is multi-family dwelling (as defined by the Division of Housing of the New Jersey Department of Community Affairs), the bidder is further required to pay all State inspection fees outstanding as of the date of closing.

Where applicable, the City will adjust for any collected rents in the month of closing, but is not obligated to collect rents.

City Charges

- (a) If the City shall order or have done a title search or abstract for any of the premises prior to the entry of a final judgment, the cost thereof not to exceed \$200.00, shall be added to the successful bidder's purchase. Nothing in this paragraph regarding a title search shall modify or

amend City's obligation to deliver only a bargain and sale deed as set forth in paragraphs (10) and (11) of these Conditions.

(b) The City shall also collect a fee of \$150.00 for preparation of closing documents.

13. No Representations by City

The sale is to be made subject to such state of facts as an accurate survey may disclose, existing tenancies, rights of persons in possession, zoning ordinances, easements, environmental or other conditions, encumbrances, liens, covenants and restrictions, codes and ordinances of the City of Plainfield and any present or future assessments for the construction of improvements benefiting the property.

Bidder shall have inspected the Premises and agrees to purchase the Premises as a result of such inspection and not because of or in reliance upon any representations by the City, or any agent of the City. Bidder shall purchase the Premises in its present condition, strictly "AS IS", "WHERE IS". The City has not made nor shall the City be deemed to have made any representations or warranty, express or implied, as to the value, compliance with specifications, use, condition, or any other representations or warranty whatsoever, express or implied, with respect to the Premises, it being agreed that all risks incident thereto are to be borne by the Bidder. No representations of any kind are made by the City of Plainfield as to the condition of the property.

14. Tax Appeals

The sale price, as may result from this auction sale, may not be used before any County Board of Taxation, State Board of Tax Appeals or in any other court of this State to challenge the assessment with respect to the subject property nor may same be used as a comparable sale to challenge an assessment with regard to other properties.

15. No Waiver

All prospective bidders are put on notice that no employee, agent or officer of the City of Plainfield has authority to waive, modify or amend any of the conditions of sale.

16. Prior Owners

If the successful bidder was the sole or part owner of the property at the time the City acquired title by in rem tax foreclosure, said bidder may not reacquire the property directly or indirectly at auction without complying with the following condition: The successful bidder of any property at this auction, by making such bid, thereby agrees to pay the City at closing of title the difference, if any, between the total amount of taxes, plus interest, penalties and costs due at the time the judgment of foreclosure was entered and the amount of the successful bid.

17. No Work Performed Prior To Closing/Certificate of Compliance/Occupancy

No work shall be performed on the premises prior to title closing. It is clearly understood by the successful bidder that he/she may not move into the premises and reside therein before or after closing, unless and until a Temporary Certificate of Compliance/Occupancy or a Full Certificate of Compliance/Occupancy from the City has been issued. Prior to the title closing the City Inspection Division shall make an inspection of the premises to determine what violations exist. If there are dangerous or life threatening conditions on the premises, a Temporary Certificate of Compliance/Occupancy will not be issued. This provision does not affect the time requirements for issuance of a full Certificate of Compliance/Occupancy as set forth in Conditions 19, 20, 21 and 22, as applicable.

Should the successful bidder fail to obtain an inspection for the certificate of compliance or temporary certificate of compliance, the closing date will not be adjourned without costs to the bidder. The successful bidder shall remain responsible to secure any and all permits as required by the municipal code for the City of Plainfield. The successful bidder shall remain responsible to secure any and all permits as required by the municipal code for the City of Plainfield.

18. Bidder's Additional Responsibilities

It is conclusively presumed that a bidder prior to making his or her bid has done the following: (a) checked the exact location, including the correct street address and lot size of the property on the Official Tax Maps which are available at the Tax Assessor's Office; (b) checked the zoning restrictions to ascertain the legal use of the property (this information can be obtained from the Inspections Division, City Hall, Third Floor) and the Division of Planning, Second Floor, City Hall; (c) reviewed the Terms and conditions of Auction as set forth in this document; (d) reviewed the Auction Booklet provided by the City; (e) made a personal inspection of the property, both interior and exterior, prior to bidding.; (f) has made an environmental evaluation of the property, and (g) has analyzed, evaluated, and reviewed all construction and rehabilitation costs with a contractor/builder, or engineer, or architect, and legal counsel, for the purpose of determining the capital costs, fixed expenses, carrying charges, and legal requirements as expressed in these Conditions of Sale.

Responsibility for failure to comply with the above mentioned conditions and guidelines will be fully assumed by the bidder. To make an appointment for an inspection, please call the Tax Assessor at (908) 753-3601.

19. Commercial, Industrial, Mixed Use, Multi Family Structures

If the property is a commercial, industrial, mixed use, or over four (4) family residential property, the successful bidder shall repair, alter and improve said building in accordance with the requirements of the Municipal Code of the City of Plainfield, the Uniform Construction Code of the State of New Jersey and applicable State codes. Information for said requirements may be obtained by inquiry to the Division of Inspections. All repairs, alterations and improvements shall be started no later than sixty (60) days from the date of closing title with the City and shall be fully completed in twelve (12) months from the date of closing. If the bidder requires Board of Adjustment or Planning Board approvals, an extension of up to six (6) months can be requested.

20. One to Four Family Structures

If the property is a one to four family residential property, the bidder shall have the responsibility to repair, alter and improve said building in accordance with the requirements of the Municipal Code of the City of Plainfield, the Uniform Construction Code of the State of New Jersey, and applicable State codes. Information for said requirements may be obtained by inquiry to the Director, Division of Inspections. The repairs, alterations and improvements shall be started no later than sixty (60) days from the date of closing title with the City and shall be fully completed six (6) months from the date of closing.

21. New Construction

New construction shall commence within sixty (60) days of closing of title and shall be fully completed within twelve (12) months. The builder for good and sufficient cause can apply to the City of Plainfield for an extension of time, which request must be filed in writing with the Director, Division of Inspections no later than thirty (30) days before the expiration period. The City retains the right to accept or reject the request.

A successful bidder will be required to construct on any vacant buildable parcel which is presently vacant or which becomes vacant as a result of demolition, and the property must be in conformance with the City of Plainfield's Zoning Ordinance. In case of lot mergers, the bidder must comply with applicable building and zoning requirements.

22. Property Improvements

The successful bidder must either demolish the existing structure or must repair, alter and improve it in accordance with the requirements of the Municipal Code of the City of Plainfield and the Uniform Construction Code of the State of New Jersey. Information for said requirements may be obtained by inquiry from the Building Inspector or Director, Division of Inspections.

Where the successful bidder chooses to demolish the affected structures, the property cleared must be cleared of all debris and cleaned to the satisfaction of the Building Inspector, required environmental and all other permits must be obtained, and the premises graded and fenced within thirty (30) days of closing of title with the City.

23. No Merger

RESERVATION: None of the provisions which require work to be performed after closing are intended to or shall be merged by reason of any deed from the City of Plainfield transferring title to the property to the bidder or any successor in interest, and any such deed shall not be deemed to effect or impair said provisions and Conditions of Sale. These conditions shall be included on the deed of conveyance. The specific Conditions of Sale that survive closing of title are as follows: 5, 19, 20, 21, 22, 24 28 and 30.

24. Environmental

There may be environmental clean up required on a site relating to asbestos, soil contamination or other remediation measures. The successful bidder will be fully responsible at its expense for identification of contamination, removal of same, clean up costs and meeting all codes applicable, obtaining all required permits and approvals from Local, State and Federal authorities.

The Bidder shall comply with all rules and regulations of the New Jersey Department of Environmental Protection (DEP) regarding the investigation and/or remediation of areas of environmental concern located at or migrating from the property pursuant to any DEP program including, but not limited to, the Industrial Site Recovery Act (ISRA). The Bidder shall also indemnify and hold the City harmless with respect to all liability related to any environmental matters arising from the sale or ownership of the property. The Bidder shall further release and give up any and all claims and rights it may have against the City with regard to any environmental matters associated with the property.

25. No sale to delinquent taxpayers

No property shall be sold directly or indirectly to any person who is in arrears of his/her last two (2) quarters of property taxes, including the current quarter, or any other municipal assessment or lien including water and sewer on or against any real property located in the City of Plainfield. The same applies to any corporation or business entity who owes assessments or charges as referenced above. As a condition of closing, all past due charges will have to be current. If said taxes or liens are not current at or before closing, the City shall declare the bid or contract terminated pursuant to Clause No. 26.

26. Breach By Bidder.

In the event that the successful bidder fails to comply fully with the terms, conditions and requirements of the sale as contained in these Terms and Conditions, this shall be considered, as a material breach of the condition of sale, where upon the City may declare the bid or contract terminated and null and void.

All sums paid by or on behalf of the purchase price by way of deposit or otherwise shall be retained by the City of Plainfield as liquidated damages and the City may thereafter resell the property and/or pursue all other legal or equitable remedies available.

The City of Plainfield shall also have the right to seek a reversion of title where the bidder fails to comply with the Conditions of Sale. This right of reversion shall be included in a clause contained in the deed of conveyance. In order for the City to reacquire the property, an action must be instituted within six (6) months following termination of the period in which all conditions shall have been satisfied. The reversionary right shall be deemed extinguished upon the happening of the following:

1. The issuance of a Certificate of Occupancy and/or a Certificate of Continued Occupancy;

2. The issuance of a Certificate of Completion certifying that the improvements constructed by the bidder have been completed in accordance with the Auction Conditions of Sale.

27. Removal of properties from Auction List.

The City of Plainfield reserves the right to strike from the list, subsequent to publication and/or notice, any property or properties listed thereon, as well as adjourning or canceling said auction on or before the date set forth for said auction, despite the fact that these properties appear in the advertisement and the authorizing resolution.

28. **Permit Requirements.** All appropriate permits must be obtained from the appropriate City agency for construction or renovation and all work must be performed in a professional, workman like manner. All fees for permits must be paid and obtained by the bidder.

29. No bid shall be considered from anyone who has previously been selected as the successful bidder on the same property and who, through no fault of the City, failed to close title to that property.

30. Taxable Status of Properties.

One of the primary purposes of the City in auctioning surplus properties is to restore said properties to tax paying status for the benefit of the City and its taxpaying residents. As such, any charitable, religious or non-profit organization which is the successful bidder hereby waives any claims to any tax exemption which it may otherwise have, as applied to the property purchased. The successful bidder shall not sell or otherwise transfer title to the premises, or any part thereof, to a non-profit or non-taxable organization which claims tax exempt status as to the property in question for a period of ten (10) years. Such restriction shall be included in the deed.

No successful bidder of the property at this sale shall be granted a tax exemption for the property purchased.

SIZE AND LOCATION NOT GUARANTEED – FOR INFORMATION ONLY
ALL PARCELS SHOULD BE PHYSICALLY INSPECTED AND THE TAX MAPS CONSULTED
ALL PARCELS OFFERED FOR SALE IN "AS IS" CONDITION

BLOCK: 114

LOT: 36

LOCATION: 305 Grant Avenue

SIZE OF PARCEL: 45.50 X 115.14

ZONING: R-4

SITE DESCRIPTION: Vacant Land*

MINIMUM PRICE: \$ 5,000

DEPOSIT: \$1,250

VACANT LAND

(*Property is Substandard – Must get Zoning Board Approval to Build)

EARNEST MONEY MUST BE IN CASH, CASHIER'S CHECK OR MONEY ORDER

SIZE AND LOCATION NOT GUARANTEED – FOR INFORMATION ONLY
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ALL PARCELS OFFERED FOR SALE IN "AS IS" CONDITION

BLOCK: 116

LOT: 28

LOCATION: 223-25 Lee Place

SIZE OF PARCEL: 50 X 150

ZONING: R-4

SITE DESCRIPTION: Vacant Land

MINIMUM PRICE: \$ 5,000

DEPOSIT: \$ 1,250

VACANT LAND

EARNEST MONEY MUST BE IN CASH, CASHIER'S CHECK OR MONEY ORDER

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BLOCK: 122

LOT: 6

LOCATION: 921-23 West 3rd Street

SIZE OF PARCEL: 50 X 123.3

ZONING: 197 Redevelopment Plan

SITE DESCRIPTION: Commercial Building

MINIMUM PRICE: \$ 10,000

DEPOSIT: \$ 2,500

COMMERCIAL

EARNEST MONEY MUST BE IN CASH, CASHIER'S CHECK OR MONEY ORDER

Block 122 Lot 6

921-23 W 3rd St.



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BLOCK: 125 LOT: 18
LOCATION: 223-25 Monroe Avenue
SIZE OF PARCEL: 40 X 100
ZONING: 197 Redevelopment Plan
SITE DESCRIPTION: Vacant Land
MINIMUM PRICE: \$ 5,000 DEPOSIT: \$ 1,250

VACANT LAND

EARNEST MONEY MUST BE IN CASH, CASHIER'S CHECK OR MONEY ORDER

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BLOCK: 410

LOT: 1

LOCATION: 200-02 Netherwood Avenue

SIZE OF PARCEL: 73.15 X 154.45 Irregular

ZONING: NC – Neighbor Commercial

SITE DESCRIPTION: Commercial

MINIMUM PRICE: \$ 10,000

DEPOSIT: \$ 2,500

COMMERCIAL

EARNEST MONEY MUST BE IN CASH, CASHIER'S CHECK OR MONEY ORDER

Block 410 Lot 1

200-02 Netherwood ave.





SIZE AND LOCATION NOT GUARANTEED – FOR INFORMATION ONLY
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ALL PARCELS OFFERED FOR SALE IN "AS IS" CONDITION

BLOCK: 606 LOT: 46
LOCATION: 319-21 East 5th Street
SIZE OF PARCEL: 50 X 132.5 Irregular
ZONING: MU – Mixed Use
SITE DESCRIPTION: Vacant Land*
MINIMUM PRICE: \$ 5,000 DEPOSIT: \$ 1,250

VACANT LAND

(*Requires site plan approval from Planning Board)

EARNEST MONEY MUST BE IN CASH, CASHIER'S CHECK OR MONEY ORDER

OFFER TO PURCHASE REAL ESTATE

This Offer to Purchase Real Estate is made on October 15, 2015

BETWEEN the City of Plainfield, a Municipal Corporation of the State of New Jersey, whose address is 515 Watchung Avenue, Plainfield, New Jersey 07061, referred to as Seller.

AND

_____ whose address is _____, referred to as Buyer.

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

Purchase Agreement. The Seller agrees to sell and the Buyer agrees to buy the property described in this Agreement subject to the conditions of this Agreement and the Conditions of Sale.

The within Offer to Purchase Real Estate is not subject to an attorney review period and is binding upon the Buyer's execution of this Agreement.

PROPERTY. The property to be sold consists of the land and all the buildings, other improvements and fixtures on the land situated and located at Block ____, Lot____, City of Plainfield, Union County, New Jersey, being commonly known as _____, Plainfield, New Jersey (the "Premises").

Purchase Price. The purchase price is \$_____.

Payment of Purchase Price. The Buyer will pay the purchase price in accordance with the requirements outlined in the attached Conditions of Sale.

Deposit. The required deposit shall be twenty-five percent (25%) of the total sale price. The deposit is non-refundable.

Physical Condition of the Property. The property is being sold "as is". The Seller does not make any claims or promises about the conditions or value of any of the property included in this sale. The Buyer acknowledges that Buyer has inspected the Premises and has agreed to purchase the Premises as a result of such inspection and not because of or in reliance upon any representations by Seller, or any agent of Seller.

Representations of the Buyer. The Buyer makes the following covenants, representations and warranties, which representations and warranties shall be true and correct at the execution of this Agreement: (a) Buyer has full power and authority to enter into and consummate closing under this Agreement in accordance with the terms and conditions contained and in the Conditions of Sale.

Real Estate Sales Commissions. The Seller and Buyer both acknowledge that they have not dealt with any realtors or finders in connection with this transaction, and no firm, persons, corporations or other entity are entitled to a commission by reason of this Agreement or this transaction herein contemplated.

Recordation. The parties hereto agree that neither this Agreement nor any memorandum of the Agreement shall be recorded.

Terms of Sale. The terms and Conditions of Sale attached hereto are made a part of this offer and incorporated herewith.

This offer is subject to acceptance by the City Council.

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have caused this Agreement to be duly executed the day and year first above written.

Witnessed or Attested By:

Seal below if bid is by a Corporation

Witnessed or Attested By:

Abubakar Jalloh
City Clerk

Buyer

CITY OF PLAINFIELD

Adrian O. Mapp, Mayor Seller