STATE AGRICULTURE DEVELOPMENT COMMITTEE

AGREEMENT FOR THE SALE OF REAL PROPERTY BY AUCTION

THIS AGREEMENT IS made on _____, 2027 between the State of New Jersey, State Agriculture Development Committee, having its office at 200 Riverview Plaza, P.O. Box 330, Trenton, NJ 08625-0330, hereinafter referred to as "Seller", and

_____

whose address is _____

hereinafter referred to as "Purchaser".

WHEREAS, Seller has agreed to sell, and Purchaser has agreed to acquire, the property in accordance with the terms and conditions set forth in this Agreement,

NOW, THEREFORE, Seller, for and in consideration of the sum payable by Purchaser in accordance with paragraph 2 below and with the other terms and conditions set forth in this Agreement, agrees to convey to the Purchaser the interest in and to the property described in this Agreement.

1. Property to be conveyed. All those certain lots, tracts or parcels of land, together with any buildings and improvements located thereon, lying and being in Hopewell Township, Mercer County, State of New Jersey and more particularly described by the metes and bounds annexed hereto as Schedule "A" and subject to the restrictions annexed hereto as Schedule "B." The property to be conveyed is Block 62, Lot 2.021 (formerly designated as Block 62, Lots 2.02 and P/O Lot 3) on the current tax map of the Hopewell Township, Mercer County.

2. Purchase Price and Manner of Payment. The purchase price of the property

Is_____ and is to be paid by the Purchaser to the Seller as follows:

a. $10,000 deposited by Purchaser at bid application, the receipt of which is hereby acknowledged by the Seller and credited against the Purchase Price.

b. Ten percent (10%) of the total purchase price due at the signing of this Agreement, payable in cash or by certified, bank, or cashier's check, made payable to the State of New Jersey, State Agriculture Development Committee. No trust account checks shall be accepted unless written request is made by Purchaser and approved in writing by the Seller.

c. Balance of the purchase price, due at closing, in the amount of _____, payable in cash or by certified, bank, or cashier's check, made payable to the State of New Jersey, State Agriculture Development Committee. No trust account checks shall be

accepted unless written request is made by Purchaser and approved in writing by the Seller.

d. Purchaser represents that it has sufficient funds to purchase this property. Purchaser agrees that its obligation to close title is not contingent upon receipt of financing for any portion of the purchase price.

3. Title. Title to be conveyed shall be marketable and insurable, subject to easements, covenants and restrictions of record, such facts as described by a survey, and to those restrictions and conditions set forth in the attached document marked Schedule "B". Purchaser shall, at its sole cost and expense, have the title to the property examined by a title company. Purchaser shall deliver a copy of the report of title to the Seller's attorney immediately, together with written notice of any encumbrance, interest or exception to title disclosed by the title report which Purchaser believes it is not required to take title "subject to". Purchaser's failure to obtain the title report, or its failure to set forth in a written notice to Seller no later than five days prior to the closing date, any title question disclosed by the title report, shall be deemed a waiver as to any such title question. If such marketable, insurable title cannot be conveyed by Seller, Purchaser shall have the option of taking such title as Seller can convey without any abatement in the purchase price or, in the alternative, having the deposit without interest returned to the Purchaser, in which event this Agreement shall become null and void without any further obligations on behalf of either party.

4. Risk of Loss. The risk of loss or damage to the property by fire or otherwise until the closing of title is assumed by the Seller. If the property is damaged beyond ordinary wear and tear, Seller has the option of repairing the damage before the date set for closing with no abatement in the purchase price or of making an appropriate deduction from the purchase price. If both parties cannot agree upon the appropriate deduction from the purchase price, then either party shall have the right to declare the Agreement null and void, in which case neither Seller nor Purchaser shall have any further obligation under this Agreement, except that Seller shall return the deposit without interest to Purchaser.

5. Property Sold "AS IS, WHERE IS". Purchaser acknowledges that it is entering into this Agreement voluntarily and not as a result of any advertisement, handbill or any other representation, either oral or written, made by Seller or its selling agent, and Purchaser agrees that neither Seller nor its selling agent shall be responsible or accountable for any error in any advertisement, handbill or announcement, nor for any agreement, condition, representation or stipulation, oral or written, not specifically set forth herein, and that the property is sold on an "AS IS, WHERE IS" basis. Seller makes no warranty or representation, expressed or implied, in respect to the property. Purchaser agrees that Seller shall not be responsible or liable to Purchaser for any construction defect, errors, omissions, or on account of any other conditions affecting the property, as Purchaser is purchasing the property "AS IS, WHERE IS".

6. Closing of Title. Title shall be closed, and the Deed shall be delivered to

Purchaser, within 60 days of the full execution of this Agreement. Closing shall take place at the offices of the State Agriculture Development Committee, 200 Riverview Plaza, Trenton, New Jersey 08625 or at another location agreed upon by the Seller and Purchaser. Any extensions of time to close title shall be reasonable and mutually agreed upon, in writing, by Seller and Purchaser.

7. Survey. One copy of a survey certified to the State Agriculture Development Committee will be furnished to the Purchaser for informational purposes only. Seller will not issue a survey certification to Purchaser. If Purchaser wishes to obtain a survey certified to Purchaser or its title insurer, Purchaser has the option to obtain such survey at Purchaser's cost and expense. The property description to be included in Seller's deed conveying the property to Purchaser shall be the property description annexed hereto as Schedule "A".

8. Entire Agreement. This Agreement represents the entire agreement between the Seller and the Purchaser; all negotiations, oral agreements and understandings are merged herein, and any change in the terms of this Agreement must be in writing signed by both parties.

9. Designation of Parties. Wherever any party shall be designated or referred to by name or general reference, such designation is intended to all and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation.

10. Pre-Closing Approvals. The SADC shall not consider any requests by Purchaser for approvals related to the Property prior to closing.

11. Permits. Purchaser shall be solely responsible for obtaining any necessary permits.

SELLER

Witness: State of New Jersey State Agriculture Development Committee

_____ _____
Charles Roohr
Executive Director

PURCHASER

Witness:

_____ _____

Approved as to Form:

_____
Ruth Thompson, Esq.
Deputy Attorney General

Schedule A

Schedule B

WHEREAS, the legislature of the State of New Jersey has declared that the development of agriculture and the retention of farmlands are important to the present and future economy of the State and the welfare of the citizens of the State; and

WHEREAS, the Grantor is the sole and exclusive owner of the Premises; and

WHEREAS, the Grantor believes that the retention and preservation of agricultural lands is beneficial to the public health, safety and welfare of the citizens of the State of New Jersey.

NOW THEREFORE, THE GRANTEE, GRANTEE'S HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL OR LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS PROMISES that the Premises will be owned, used and conveyed subject to, and not in violation of the following restrictions:

1. Any development of the Premises for nonagricultural purposes is expressly prohibited.

2. **The Premises shall be retained for agricultural use and production in compliance with N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32**, and all other rules promulgated by the State Agriculture Development Committee, (hereinafter Committee). Agricultural use shall mean the use of the Premises for common farmsite activities including, but not limited to: production, harvesting, storage, grading, packaging, processing and the wholesale and retail marketing of crops, plants, animals and other related commodities and the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, disposal of farm waste, irrigation, drainage and water management and grazing.

3. All nonagricultural uses are prohibited except as expressly provided in this Deed.

4. No sand, gravel, loam, rock, or other minerals shall be deposited on or removed from the Premises excepting only those materials required for the agricultural purpose for which the land is being used.

5. No dumping or placing of trash or waste material shall be permitted on the Premises unless expressly recommended by the Committee as an agricultural management practice.

6. No activity shall be permitted on the Premises which would be detrimental to drainage, flood control, water conservation, erosion control, or soil conservation, nor shall any other activity be permitted which would be detrimental to the continued agricultural use of the Premises.

i. Grantee shall obtain within one year of the date of this Deed, a farm

conservation plan approved by the local soil conservation district.

ii. Grantee's long term objectives shall conform with the provisions of the farm conservation plan.

iii. Grantee understands and agrees that the Premises are subject to N.J.A.C. 2:76-25, et seq. and 25A, et seq. regulating soil disturbance on preserved farms and establishing supplemental soil disturbance standards, respectively. The soil disturbance allocated to the Premises is a maximum of 12% of the Premises or 4 acres, whichever is greater, as provided by N.J.A.C. 2:76-25, et seq. and 25A, et seq. Grantee is advised that at the time of the execution of this Deed there exists **0.942% or 0.977 acres** of soil disturbance on the Premises as depicted on the map attached as Schedule C. Due to the potential of additional soil disturbance or soil rehabilitation taking place after the execution of this Deed, Grantee is hereby put on notice that the amount of soil disturbance depicted on Schedule C may be different at the time of any subsequent conveyance of the Premises.

7. Grantor and its agents shall be permitted access to, and to enter upon, the Premises at all reasonable times, but solely for the purpose of inspection in order to enforce and assure compliance with the terms and conditions of this Deed. Grantor agrees to give Grantee at least 24 hours advance notice of its intention to enter the Premises, and further, to limit such times of entry to the daylight hours on regular business days of the week.

8. Grantee may use the Premises to derive income from certain recreational activities such as hunting, fishing, cross country skiing and ecological tours, only if such activities do not interfere with the actual use of the land for agricultural production and that the activities only utilize the Premises in its existing condition. Other recreational activities from which income is derived and which alter the Premises, such as golf courses and athletic fields, are prohibited.

9. Nothing shall be construed to convey a right to the public of access to or use of the Premises except as stated in this Deed or as otherwise provided by law.

10. Nothing shall impose upon the Grantee any duty to maintain the Premises in any particular state, or condition, except as provided for in this Deed.

11. Nothing in this Deed shall be deemed to restrict the right of Grantee to maintain all roads and trails existing upon the Premises as of the date of this Deed. Grantee shall be permitted to construct, improve or reconstruct any roadway necessary to service crops, bogs, agricultural buildings, or reservoirs as may be necessary.

12. At the time of this conveyance, Grantor certifies one (1) single-family residential unit consisting of approximately 2,500 square feet of gross living area exists on the property. In the event that the single-family residential unit is replaced, the maximum

gross living area of the new single-family residential unit shall not exceed 2,500 square feet and the aggregate building footprint for ancillary structures such as porches, decks, and garages shall not exceed a maximum of 1,000 square feet. Any improvements to the existing single-family residential unit shall not result in a maximum gross living area of more than 2,500 square feet including the existing residential unit and a maximum of 1,000 square feet of aggregate building footprint for ancillary structures such as porches, decks, and garages. The existing residence shall not be redesignated as agricultural labor housing units.

13. Grantee may construct any new buildings for agricultural purposes. The construction of any new buildings for residential use, regardless of its purpose, shall be prohibited except as follows:

i. To provide structures for housing of agricultural labor employed on the Premises but only with the approval of the Committee. If the Committee grants approval for the construction of agricultural labor housing, such housing shall not be used as a residence for Grantee, Grantee's spouse, Grantee's parents, Grantee's lineal descendants, adopted or natural, Grantee's spouse's parents, Grantee's spouse's lineal descendants, adopted or natural; and

ii. To construct a single-family residential building anywhere on the Premises in order to replace any single-family residential building in existence at the time of conveyance of this Deed but only with the approval of the Grantor; and

iii. No residual dwelling site opportunities have been allocated pursuant to the provisions of N.J.A.C. 2:76-6.17. No residential buildings are permitted on the Premises except as provided in this Deed.

For the purpose of this Deed:

"Residual dwelling site opportunity" means the potential to construct a residential unit and other appurtenant structures on the Premises in accordance with N.J.A.C. 2:76-6.17.

14. The land and its buildings which are affected may be sold for continued agricultural use as defined in Section 2 of this Deed. However, no division of the Premises shall be permitted.

15. In the event of any violation of the terms and conditions of this Deed, Grantor may institute, in the name of the State of New Jersey, any proceedings to enforce these terms and conditions including the institution of suit to enjoin such violations and to require restoration of the Premises to its prior condition. Grantor does not waive or forfeit the right to take any other legal action necessary to ensure compliance with the terms, conditions, and purpose of this Deed by a prior failure to act.

16. This Deed imposes no obligation or restriction on the Grantee's use of the Premises except as specifically set forth in this Deed.

17. This Deed is binding upon the Grantee, the Grantee's heirs, executors, administrators, personal or legal representatives, successors and assigns and the Grantor; it shall be construed as a restriction running with the land and shall be binding upon any person to whom title to the Premises is transferred as well as upon the heirs, executors, administrators, personal or legal representatives, successors, and assigns of all such persons.

18. Throughout this Deed, the singular shall include the plural, and the masculine shall include the feminine, unless the text indicates otherwise.

19. The word 'Grantee' shall mean any and all persons who lawfully succeed to the rights and responsibilities of the Grantee, including but not limited to the Grantee's heirs, executors, administrators, personal or legal representatives, successors and assigns.

20. Wherever in this Deed any party shall be designated or referred to by name or general reference, such designation shall have the same effect as if the words, heirs, executors, administrators, personal or legal representatives, successors and assigns' have been inserted after each and every designation.

21. Grantor and Grantor's successors and assigns retain all of the nonagricultural development rights and development credits appurtenant to the lands and Premises described herein. Nothing contained herein shall preclude the conveyance or retention of said rights by the Grantor as may be permitted by the laws of the State of New Jersey in the future.

22. That portion of the net proceeds, representing the value of the land only (and not the value of the improvements), of a condemnation award or other disposition of the Premises following termination of this Deed, as permitted pursuant to N.J.S.A. 4:1C-11 et seq., P.L. 1983, c.32, shall be distributed among the Grantor and the Grantee in shares in proportion to the fair market value of their interests in the Premises on the date of execution of this Deed. For this purpose, the Grantor's allocable share of the proceeds shall be the net proceeds multiplied by a fraction, the numerator of which is the market value of the development easement as certified by the Committee at the time of the initial acquisition or, if no such value was certified, then the market value of the development easement as certified by the Committee at the time it authorized the sale of the Premises and the denominator of which is the market value of the unrestricted Premises as certified by the Committee at the time of the initial acquisition, which is identified as **(__/__)**.

23. No historic building or structure located on the Premises may be demolished by the grantor or any other person without the prior approval of the State Agriculture Development Committee. Historic building or structure is a building or structure that, as of the date of this Deed, has been included in the New Jersey Register of Historic Places established pursuant to N.J.S.A. 13:1B-15.128 et seq.

Prepared by: _____ Record & Return to:

Insert Name & Title under signature