

**BERGEN COUNTY
SPECIAL CONDITIONS OF SALE**

**PUBLIC AUCTION SALE MAY 3, 2016
(FOR: 66-70 ZABRISKIE STREET, HACKENSACK, NJ)**

1. In addition to the terms and conditions set forth in the Notice of Sale of Public Land Owned by the County of Bergen, City of Hackensack, County of Bergen, the terms and conditions of this Special Conditions of Sale, shall also apply.
2. Each bid is subject to acceptance or rejection by the County, and the County reserves the right to reject all bids.
3. The successful bidder shall be required to deposit the amount as set forth in the legal advertisement containing the Notice of Sale, immediately after being declared the successful bidder. Failure to do so will result in the property being re-bid and the successful bidder being disqualified from all further bidding. The deposit must be tendered in the form of certified check, bank treasurer's check or bank cashier's check. **NO CASH OR PERSONAL CHECKS WILL BE ACCEPTED AT THE AUCTION. NO EXCEPTIONS WILL BE MADE.** All monies so received will be credited towards the total purchase price of the property at time of closing.
4. Unless the County is unable to convey its interest in the Property through a bargain and sale deed with restrictions and conditions as set forth in the sample deed located at www.zabriskiestreet.com . All deposits made by the successful bidder for the property are non-refundable. **THE RISK OF LOSS IS ON THE SUCCESSFUL BIDDER.**
5. At the time of the Closing the successful bidder shall be required to pay the balance of the Purchase Price and shall pay any and all costs related to the sale as defined in section 6 and 7 herein.
6. All bidders must appear in person at the auction and upon being designated as the successful bidder, must present identifying credentials and complete a certification of identification. A person bidding on behalf of a partnership, limited liability company or using a trade name, must, upon being designated as the successful bidder, present a copy of the Certificate of Formation or Certificate of Trade Name and a letter of authorization of the company. A person bidding on behalf of a partnership or using a trade name must, upon being designated as the successful bidder, submit a copy of the Certificate of Trade Name (partnership) and a letter of authorization from all other partner(s). No bidder may submit a bid on behalf of another except that a husband or wife may bid on behalf of both.
7. Successful bidders shall be responsible to pay the costs of recording the deed purchased through auction and agree that such deed shall be recorded on behalf of the successful bidder by the County Counsel of the County. Successful bidders shall not be permitted to assign their bid nor

any right, title or interest in the Property on which the bid was made to any other person or entity prior to closing.

8. Title shall close within ten (10) days after issuance of adopted Resolution of the acceptance of the bid by the Board of Chosen Freeholders and shall be held at the One Bergen County Plaza, Hackensack, New Jersey 07601, between the hours of 9:00 a.m. and 4:00 p.m. prevailing time, but if the last day for closing title falls on a Saturday, Sunday or legal holiday, or a day on which County offices are closed, then title shall close on the following business day. **TIME IS OF THE ESSENCE. NO POSTPONEMENT OF CLOSING IS PERMITTED UNLESS EXCEPT UPON THE SOLE DISCRETION OF THE COUNTY.**

9. The sale is to be made subject to zoning ordinances, easements, conditions, covenants, restrictions, environmental conditions, and codes and ordinances of the City of Hackensack. No representations of any kind are made by the County as to the conditions of the Property or any uses as may be permitted by the City of Hackensack and State of New Jersey. The Property is being sold "**AS IS, WHERE IS, WITH ALL FAULTS**", and without any representation or warranty, either expressed or implied, as to its present condition.

10. All prospective purchasers are hereby placed on notice that no employee, agent or officer of the County of Bergen, has authority to waive, modify or amend any of the conditions of sale without the written approval of the County Administration and the Board of Chosen Freeholders.

11. It is conclusively presumed that prior to submitting a bid for a property at auction, a bidder shall, at a minimum: (a) verify the exact location, including the correct street address and lot size, of the property on the Official Tax Maps which are available at the Office of the Assessor of the City of Hackensack; (b) verify the zoning restrictions to ascertain the legal use of the property; (c) make a personal inspection of the property; (d) review any and all environmental reports, remediation estimates, permit applications and/or title reports that have been made available by the County on the subject Property. Bidders shall bear **SOLE RESPONSIBILITY AND EXPENSE** for taking these actions, and shall assume the risk of their failure to do so as the Property is being sold "**AS IS, WHERE IS, WITH ALL FAULTS**" by the County and the sale shall be final.

Such responses to questions are given for informational purposes only and shall not be considered representations or warranties by the County.

12. It is presumed that all bidders have reviewed and understand the terms and conditions as set forth herein. The County, its officers, employees, agents, servants and representatives may provide responses to questions concerning these conditions of sale and such responses are solely provided for the convenience of bidders and shall not be considered a part of these conditions of sale.

13. The failure by the purchaser to fully comply with the terms, conditions, requirements and regulations of sale as herein contained shall be considered, at the option of the County, as a material breach of the Conditions of Sale for the Property and the County may, at its option, declare said contract or purchase terminated and at an end. If that occurs, all monies paid on behalf of the Purchase Price, by way of deposit or otherwise, may be retained by the County as its liquidated damages and the County may thereafter resell the said property and/or pursue such other

and further legal and/or equitable remedies as it may have and the defaulting purchaser shall continue to remain liable for all damages and losses sustained by the County by reason of any such default.

14. The County shall have the right to seek reversion of title to the Property where the purchaser fails to comply with any of these Conditions of Sale. This right of reversion shall be included in the deed of conveyance for the Property. The Purchaser shall not sell, convey or otherwise transfer the Property until the Purchaser has complied with the conditions of sale.

15. The County shall not pay any commission to any broker other than Team Resources, LLC, for the sale of the Property, nor shall it pay any legal fees on behalf of the bidder(s) in connection with the sale of the Property.