



THE NEW JERSEY TURNPIKE AUTHORITY
PROCUREMENT AND MATERIALS MANAGEMENT DEPARTMENT
New Jersey Turnpike Administrative Offices
1 Turnpike Plaza
P.O. Box 5042
Woodbridge, New Jersey 07095-5042
Tel. - 732-750-5300

REQUEST FOR BIDS FOR PURCHASE OF SURPLUS REAL PROPERTY

PROPERTIES:

1) New Jersey Turnpike Section 3F. Parcel 303X. also known as Block 2726. Lot 4.
5715 South Broad Street. Town of Hamilton. Mercer County. New Jersey (the
"Hamilton Property");

2) Garden State Parkway Parcel X4569D. Section 7 vacant land located at the corner
of Essex Road and Asbury Avenue in the Borough of Tinton Falls. Monmouth County.
New Jersey (the "Tinton Falls Property")

BID NO: **RM-189614**

DUE DATE: **7/25/2025**

TIME: **11:30 AM**

SUBMIT BIDS ON OR BEFORE THE DUE DATE AND TIME TO THE ABOVE ADDRESS

BIDDER INFORMATION (PLEASE PRINT)

NAME OF BIDDER

ADDRESS

CITY, STATE AND ZIP CODE

E-MAIL ADDRESS

REPRESENTATIVE TO CONTACT-NAME & TITLE

TELEPHONE NO.

[Bidders shall complete this Bid Solicitation Notice and submit with their bid(s)]

SECTION I
NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received by the New Jersey Turnpike Authority (“Authority”) on or before 7/25/25 at **11:30 AM** prevailing time, at the New Jersey Turnpike Authority, 1 Turnpike Plaza, Woodbridge, New Jersey, at which time and place, bids will be opened and read aloud in public for the sale of the following Real Property declared surplus by the Authority (the “Properties”):

1) New Jersey Turnpike Section 3F. Parcel 303X. also known as Block 2726. Lot 4. 5715 South Broad Street. Town of Hamilton. Mercer County. New Jersey (the "Hamilton Property");

2) Garden State Parkway Parcel X4569D. Section 7 vacant land located at the corner of Essex Road and Asbury Avenue in the Borough of Tinton Falls. Monmouth County. New Jersey (the "Tinton Falls Property")

Bidders shall submit sealed bids on or before the date and time set forth above to the attention of the Property and Materials Management Department at the above-listed address via overnight delivery or hand delivery, or via mail to New Jersey Turnpike Authority, P.O. BOX 5042, Woodbridge, New Jersey 07095-5042. The sealed bids shall be enclosed in an envelope bearing the name and address of the bidder and marked on the outside with the words “Bid for Surplus Property: [Insert “Hamilton Property” or “Tinton Falls Property”, as appropriate]. Bids received after the date and time indicated above will not be considered but will be returned unopened to the bidder.

Bidders may bid on more than one Property but must submit sealed bids in separate envelopes for each Property. Should a bidder be designated as the successful bidder for both Properties, that bidder shall be required to purchase both Properties.

Upon request by the bidder, the Authority shall schedule a property site inspection of the Property or Properties prior to the date of bid opening. To schedule, contact the Director of Procurement and Materials Management via email to mcnally@njta.com with a copy to castell@njta.com.

The minimum bid for each Property is set forth below:

Hamilton Property – Minimum Bid: \$30,000.

Tinton Falls Property – Minimum Bid: \$62,000.

Further information about the Properties is set forth at Exhibit A.

Bids must be delivered to the Authority’s Procurement and Material Management Department by the date and time set forth above. Bidders mailing Bids should allow for their normal mail delivery time

to ensure timely receipt of their Bids. Please be advised that using overnight / next-day delivery service does not guarantee overnight/next-day deliveries to the Authority's Administration Building.

The Authority will not be responsible for any bid that is not received by the required date and time.

Prospective Bidders must follow all instructions in this Request for Bids, including the exhibits hereto and any other documents issued by the Authority in connection with this Request for Bids (collectively, "Bid Documents"). Prospective Bidders must examine the Bid Documents carefully before bidding and shall direct any inquiries seeking an interpretation of the Bid Documents or correction of any apparent ambiguity, inconsistency or alleged error therein in writing to the Director of Procurement and Materials Management via email to mcnally@njta.com with a copy to castell@njta.com. All written inquiries must be received at least ten (10) business days prior to the bid opening date. If necessary, an interpretation or correction shall be issued by the Acting Director of Procurement and Materials Management as an Addendum, which shall be published on the Authority's website at least five calendar days prior to the public opening of bids. Upon issuance of an Addendum, the content thereof shall become part of the Bid Documents. **Written inquiries that are not received at least 5 business days prior to the bid opening date will not be considered.**

Only written interpretations or corrections issued by the Acting Director of Procurement and Materials Management by Addendum shall be binding.

The submission of the bid is conclusive evidence that the bidder is fully aware of the conditions, requirements, and details as stated in the Bid Documents. If the bidder, prior to submitting their bid, fails to notify the Director of Procurement and Materials Management of the existence of an apparent ambiguity and/or inconsistency in the Bid Documents, a Bid will conclusively be presumed to have been based upon the Authority's interpretation of such ambiguity or inconsistency.

Pursuant to N.J.S.A. 52:13D-19, no Authority officer or employee, either him or herself, or by his or her partners or through any corporation which he or she controls or in which he or she owns or controls more than 1% of the stock, or by any other person for the officer or employee's use or benefit or on the officer or employee's account, may bid on or otherwise purchase any surplus real property of the Authority without prior written approval of the State Ethics Commission.

The Authority reserves the right to waive any irregularities and reject any and all bids received in accordance with applicable law.

SECTION II **INFORMATION TO BIDDERS**

In accordance with the Authority's regulations for the sale of surplus property, N.J.A.C. 19:9-2.6, the Authority will receive sealed bids for the purchase of certain surplus real properties as described in Exhibit A hereto. Please review the information provided in Exhibit A carefully. **The minimum bid for each Property is set forth in Section I and Exhibit A.**

All bids for any of the Properties shall be subject to applicable law and the following requirements:

1. Interested parties shall submit a sealed bid(s) for the purchase of one or more Properties using the Offer to Purchase Form appended hereto as Exhibit B. A separate Offer to Purchase must be completed and executed for each offering in which bidders are interested. Each Offer to Purchase must be submitted to the Authority in a sealed envelope at the time, place and manner set forth in Section I hereof.
2. The sealed bid for each Property shall be accompanied by the following:
 - a. Completed and signed Bid Solicitation Notice (page 1 of this document);
 - b. Completed and signed Offer to Purchase (Exhibit B). The Offer to Purchase must be completed in its entirety. Print bidder's name, title (if applicable), address, telephone number, fax number (if any) and email address, insert the Property's Parcel Number, Block and Lot number, and insert the amount bid for the Property. The Offer to Purchase must be signed by the bidder in the space provided and dated. If a corporation, affix corporate seal;*
 - c. Cashier's, certified check or executed money order in the amount of ten percent (10%) of the bid amount, payable to the *New Jersey Turnpike Authority*;*
 - d. Completed and signed Ownership Disclosure Form (Exhibit C). **Failure to submit 2b, 2c and 2d, above, will result in the bidder's submission being automatically rejected.**
3. The Acting Director of Procurement and Materials Management may, at any time prior to the scheduled public opening, postpone the receipt and opening of bids. Appropriate and timely notice of such postponements shall be given to all prospective bidders, if possible.
4. **Basis for Award:** In accordance with the Authority's regulations, award shall be made as soon as practicable by notice to the highest acceptable bidder for each Parcel; provided, however, that all bids may be rejected, in accordance with applicable law, when it is in the interest of the Authority to do so. The sale of surplus real property to the highest acceptable bidder shall not be confirmed without the approval of the Authority's Board of Commissioners.

5. The New Jersey Turnpike Authority reserves the right to add or delete any Property from the offering, to abandon this process, to waive informalities and any minor irregularities in bids received, or to reject any and all bids, in accordance with applicable law.

6. Bidders may withdraw bids, or withdraw and resubmit bids, at any time prior to the scheduled time of the public opening. The bidder, or a duly authorized representative of the bidder, if a business entity, must sign for the withdrawal of bids submitted as paper bids. Any correction of an entry made on the bid forms is to be initialed by the bidder or bidder's duly authorized representative, if applicable. Any bid that is received at the date and time established for bid opening will be deemed to have been submitted intentionally.

7. **Elections Transparency Act, P.L. 2023 c. 30; Fair and Open Exception.** In accordance with the Elections Transparency Act, P.L. 2023, c. 30 (the "Act"), effective January 1, 2023, all contracts awarded by the Authority pursuant to a fair and open process as defined in the Act are no longer subject to the political contribution proscriptions that prohibited a contract award if certain reportable contributions were solicited or made by a potential contract awardee. The Authority has determined that this procurement meets the requirements of a fair and open process and, accordingly, any such solicited or reportable contributions made by any bidder submitting a proposal will not prohibit any contract award thereto if such bidder is deemed the successful bidder.

8. **Pay-To-Play. (Applicable to bidders who hold public contracts).** Pursuant to N.J.S.A. 19:44A-20.27, contractors doing business with public entities must file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission ("ELEC") if they receive contracts in excess of \$50,000 per year from public entities. Bidders are responsible for determining whether a filing with ELEC is necessary. Additional information on this matter may be obtained from ELEC at 888-313-3532 or at www.elec.state.nj.us. The requirement to annually file a statement of political contributions is applicable to those bidders who may also hold contracts in excess of \$50,000 annually with public entities. Each bidder shall submit to the Authority with its bid a completed, dated form entitled "Election Law Enforcement Commission Requirement for Disclosure of Political Contributions," as set forth in Exhibit H.

SECTION III

TERMS AND CONDITIONS OF SALE

The general terms and conditions of sale are as follows:

1. Submission of the bid for a Property constitutes an offer in writing which is binding upon the bidder, and which is not deemed to be accepted by the Authority unless and until the offer is submitted to and approved by the Board of Commissioners of the Authority (“Board”) at a public meeting held in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq.
2. If the minutes approving the award of the bid are vetoed by the Governor pursuant to law, the deposit of the successful bidder will be returned to the bidder within thirty (30) days, and the bid shall be deemed to have been rejected. The deposits submitted by unsuccessful bidders will be retained until the highest bid is accepted by the Authority, the veto period has passed, and the successful bidder has executed a Contract of Sale; thereafter, the deposits of the unsuccessful bidders shall be returned and the unsuccessful bidders informed of the award to the highest bidder.
3. All bids shall be irrevocable for ninety (90) days after the date on which the Authority publicly opens the bid. All bidders will be notified in writing of the action taken by the Authority.
4. In the case of a tie between two or more highest bidders, the Authority shall follow the procedure in N.J.A.C. 19:9-2.2 for handling tie bids.
5. The successful bidder shall be required to execute a Contract of Sale, in the form attached hereto as Exhibit D, within ten (10) business days of notification of the Authority’s acceptance of the bid. **The form of contract is non-negotiable.** Closing will be in accordance with the terms of the Contract of Sale.
6. The purchase price, less the successful bidder’s ten percent (10%) deposit¹, shall be paid by the successful bidder(s) to the New Jersey Turnpike Authority upon closing, whereupon a Bargain and Sale Deed shall be delivered by the Authority to the successful bidder. Closing shall occur within sixty (60) days of Board approval of acceptance of the bid. Extension of this sixty (60) day period is subject to the approval of and is in the sole discretion of the Authority. The balance of the bid price shall be paid at closing by the successful bidder by cashier’s check, certified check or executed money order, or such other method of payment as may be approved by the Executive Director or his or her designee within the time set forth in the contract.
7. Purchasers shall pay all transfer taxes and all customary closing costs, including but not limited

¹ The Authority will retain the successful bidder’s deposit and will credit the amount thereof, without interest, against the purchase price.

to, title insurance premiums, escrow fees, recording fees, and document preparation fees, as more specifically set forth in the Contract of Sale. All utilities and taxes, if any, shall be adjusted by the parties as of the date of the closing.

8. The Authority makes no representations, express or implied, with respect to the quality or condition of the Property(s), including but not limited to the areas of zoning, environmental, or permitted uses. The Property(s) will be delivered in its/their “as is,” “where is” physical condition, subject to all faults, environmental or otherwise, including latent and patent defects, without any warranty or assurances of any kind. It shall be the bidder’s responsibility to make such investigations or inquiries as the bidder deems necessary, including but not limited to title, condition, zoning, use and similar considerations, in order to make an informed offer. The bidder shall be responsible for conducting its own due diligence to determine the condition of the property.

9. The Authority has not consulted with any real estate brokers in connection with the sale of the Properties. No brokerage commission will be recognized or paid by the Authority in connection with the sale of any Properties.

10. Prospective bidders may bid on more than one Parcel. A separate bid in a separate sealed envelope shall be submitted for each Parcel. Should the prospective purchaser be designated as the successful bidder on more than one Property, then that bidder shall be required to purchase all such Properties.

11. The Authority reserves the right, at its sole and absolute discretion, to add or delete any Property from the offering, to abandon this process, or to reject any and all bids in accordance with applicable law.

12. The Authority reserves the right to waive any informalities or minor irregularities in the bids received, in accordance with law.

13. If the successful bidder shall fail to consummate the purchase within the prescribed timeframes, the Authority shall retain bidder’s ten (10%) deposit as liquidated damages. This remedy shall not be exclusive, and the Authority may pursue any and all additional legal remedies available to it.

14. The Properties being offered for sale may be subject to restrictions, covenants and easements of record, if any, such facts as an accurate survey will disclose, federal, state, and local laws and codes, and in the discretion of the Authority, the deed restrictions and covenants specified in the Contract of Sale (Exhibit D) attached hereto.

15. The Properties being offered for sale may be subject to the following additional restrictive covenants, which shall be included in the deed conveying title if deemed necessary by the Authority, in its sole discretion, due to the Property’s proximity to Authority property. At the discretion of the Authority, the successful bidder shall not:

- a. Install (or permit the installation of) or operate (or permit the operation of) a microwave

transmission or receiving facility or tower, including, without limitation, any structure designed for the transmission or receiving of cellular telephone transmissions at the Property, without obtaining prior written consent of the Authority.

b. Install (or permit the installation of) or operate (or permit the operation of) any billboards, advertisements or other signage at the Property, without obtaining prior written consent of the Authority.

c. Install (or permit the installation of) or operate (or permit the operation of) any lighting or illumination at the Property which, in the sole and absolute discretion of the Authority, poses a hazard to persons utilizing the Authority facilities; provided, however, that standard lighting fixtures having a wattage of less than 300 watts or which are directed away from the Authority facilities shall be deemed to be acceptable to the Authority.

d. Install (or permit the installation of) or operate (or permit the operation of) any facility or use at the Property which, in the sole and absolute discretion of the Authority, is of a particularly hazardous nature and which may pose a health or safety hazard to persons utilizing the Authority facilities, including without limitation, any use involving the manufacture, processing, storage, distribution or use of explosives, radioactive materials or highly corrosive materials.

e. Install (or permit the installation of) or operate (or permit the operation of) any facility or use at the Property that does or is likely to cause materials to be propelled, blown or otherwise moved to the Authority facilities, whether or not such movement of materials is caused by the owner, natural phenomena, invitees or trespassers.

16. The successful bidder further agrees to the following, if deemed necessary by the Authority, in its sole discretion, due to the Property's proximity to Authority property:

a. It may be necessary for the Authority to retain an access easement for the purposes of maintaining the Authority's retention wall or other Authority property. In such cases, the easement will be created in the deed of conveyance and will specify that no permanent structures may be built within ten (10) feet of the Authority's retaining wall.

b. Where the Property is subject to existing slope and drainage rights, such rights may only be altered after written approval by the Authority.

c. The use of reflective or mirrored glass in construction of any building on the Property is subject to review and approval in writing by the Authority.

d. No access to or from the Property shall be permitted from adjacent Authority ramps or main line roadway.

e. The Authority is not required to construct a noise wall or entertain any requests for noise abatement on or adjacent to the Property.

f. To abide by current rules and regulations/License to Cross regulations/traffic permit regulations, should the owner need access from the Property to the Authority's facilities.

These restrictions are perpetual, shall run with the land and shall be binding upon the successors, heirs and assigns of the owner and shall benefit the Authority, its successors and assigns.

17. While the information contained in Exhibit A is from sources deemed to be reliable, the truthfulness, accuracy and/or completeness of such information is not warranted or guaranteed by the Authority. The maps/drawings that may be included in Exhibit A were not prepared by a licensed surveyor, are not drawn to scale, and are intended for general information only. Each successful bidder will be required to have the Property or Properties surveyed and described by metes and bounds by a licensed New Jersey surveyor. Such surveys shall be certified to New Jersey Turnpike Authority and its Director of Law.

Notwithstanding the restrictions contained herein, all bidding is open to the public without regard to race, color, creed, age, sex, religion, national origin, ancestry, disability, genetic information, marital status, affectional or sexual orientation.

18. NEITHER THE AUTHORITY NOR ANY, COMMISSIONER, OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE OR CONTRACTOR OF ANY OF THEM (COLLECTIVELY "OFFERORS") IS MAKING OR WILL MAKE ANY REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE WITH RESPECT TO ANY PROPERTY DESCRIBED IN THE BID DOCUMENTS. THE PROPERTY UPON WHICH BIDS ARE INVITED IS FOR SALE ONLY "AS IS, WHERE IS, AND WITH ALL FAULTS." IN NO EVENT SHALL OFFERORS BE LIABLE FOR OR BOUND BY ANY GUARANTEES, PROMISES, STATEMENTS, REPRESENTATIONS, WARRANTIES OR INFORMATION PERTAINING TO ANY PROPERTY MADE OR FURNISHED BY ANY AGENT, EMPLOYEE, CONTRACTOR OR OTHER PERSON OR ENTITY REPRESENTING OR PURPORTING TO REPRESENT ANY OF THEM. NO PERSON OR ENTITY IS AUTHORIZED TO MAKE ANY STATEMENTS, REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTIES ON BEHALF OF OFFERORS AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DOCUMENTATION CONTAINED IN THE BID DOCUMENTS AS TO QUALITY, CONDITION OR FITNESS OF ANY PROPERTY. PURCHASERS SHALL RELY ON SUCH INFORMATION AT THEIR OWN RISK.

19. In the event of an inconsistency between the terms of the Bid Documents and the Authority's regulations regarding bidding, the terms of this document shall prevail.

20. Sale of any of the above Properties is subject to payment by the Purchaser of any taxes, liens or other encumbrances which may become due and owing as of the date of closing including, but not limited to, Farmland Assessed Rollback Taxes.

21. Bidders are subject to and shall be required to comply with the terms of all applicable laws, rules and regulations.

SECTION IV
SUBMISSION REQUIREMENTS CHECKLIST

Please review the Bid Documents carefully. The information provided herein is important and should be read carefully. If you wish to submit a bid, ensure you follow all of the instructions set forth herein. You may use the checklist below to ensure you have submitted all required documents with your sealed bid:

Items to Be Included With Sealed Bid

- ☐ Completed and signed Bid Solicitation Notice Form (page 1 of this document)
- ☐ Completed and signed Offer to Purchase for each specific group or individual property offering (Exhibit B).
- ☐ Cashier's check, certified check or money order payable to the *New Jersey Turnpike Authority*, for an amount equal to ten percent (10%) of the bid amount.
- ☐ Completed and signed Ownership Disclosure Statement (Exhibit C), if the bidder is a corporation or a partnership.



EXHIBIT A
PROPERTY INFORMATION



Surplus Property Information Sheet

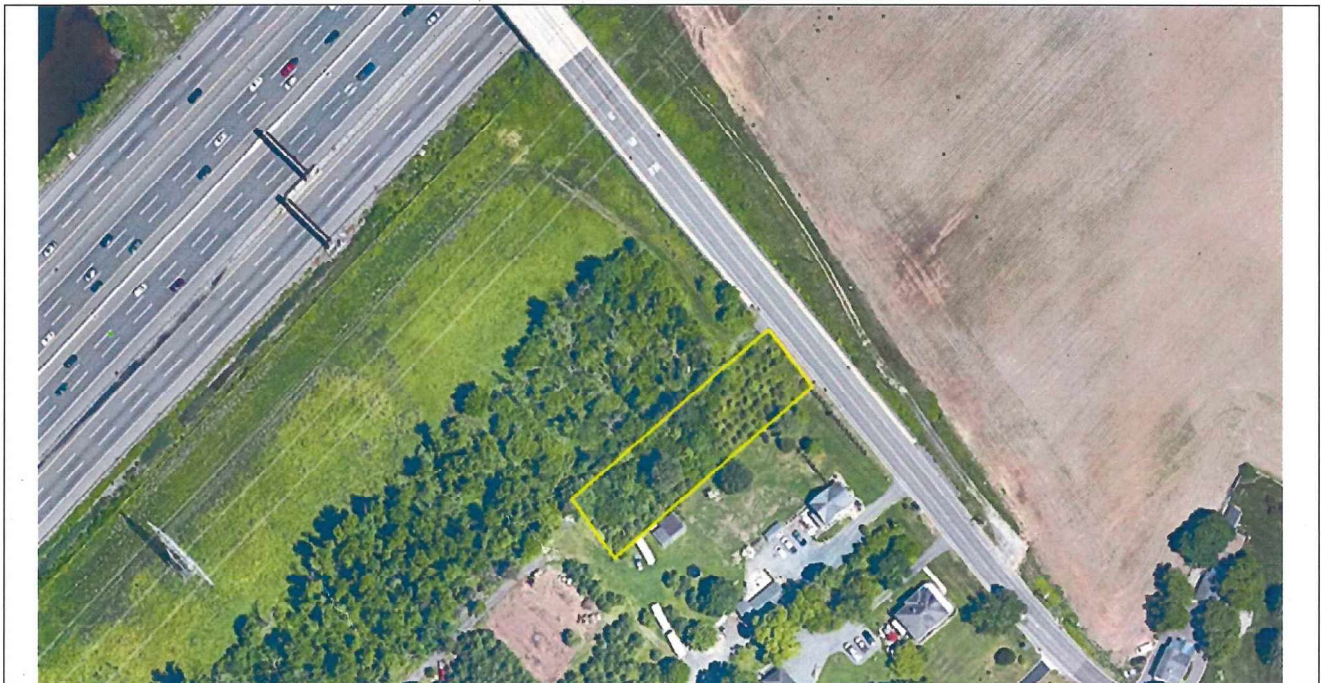
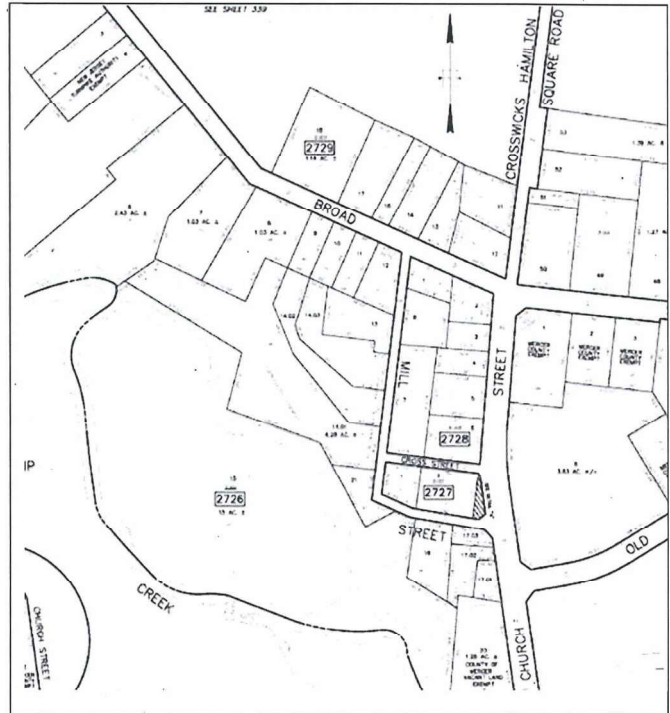
2024

5715 South Broad Street

Township of Hamilton
Mercer County
Tax Block 2726, Lot 4
NJTA Parcel 303

Land Area: 0.51 acres
Zoning: Zone R-15 Single Family Residential
Improvements: Vacant
Minimum Bid: \$30,000

0.51-acre +/- site fronting on the eastbound lanes of South Broad Street (Mercer County Route 672) just east of the New Jersey Turnpike / Route I-95. The site is 81.62 feet wide by 272.95 feet deep, vacant and unimproved.



ALL INFORMATION IS FROM SOURCES DEEMED RELIABLE, BUT NO GUARANTEE OF ITS ACCURACY CAN BE MADE. IT IS SUBMITTED SUBJECT TO ERRORS, OMISSIONS, GOVERNMENTAL REGULATIONS AND WITHDRAWAL WITHOUT NOTICE. NJ TURNPIKE AUTHORITY MAKES NO REPRESENTATION, PROMISE, OR WARRANTY ABOUT THE PROPERTY. FOR MORE INFORMATION, CALL SUSAN MCCUSKER ATTORNEY, 732-750-5300 EXT. 8733.



Surplus Property Information Sheet

2024

Asbury Avenue

Borough of Tinton Falls

Monmouth County

Portion of NJTA right of way

County Parcel X4569D

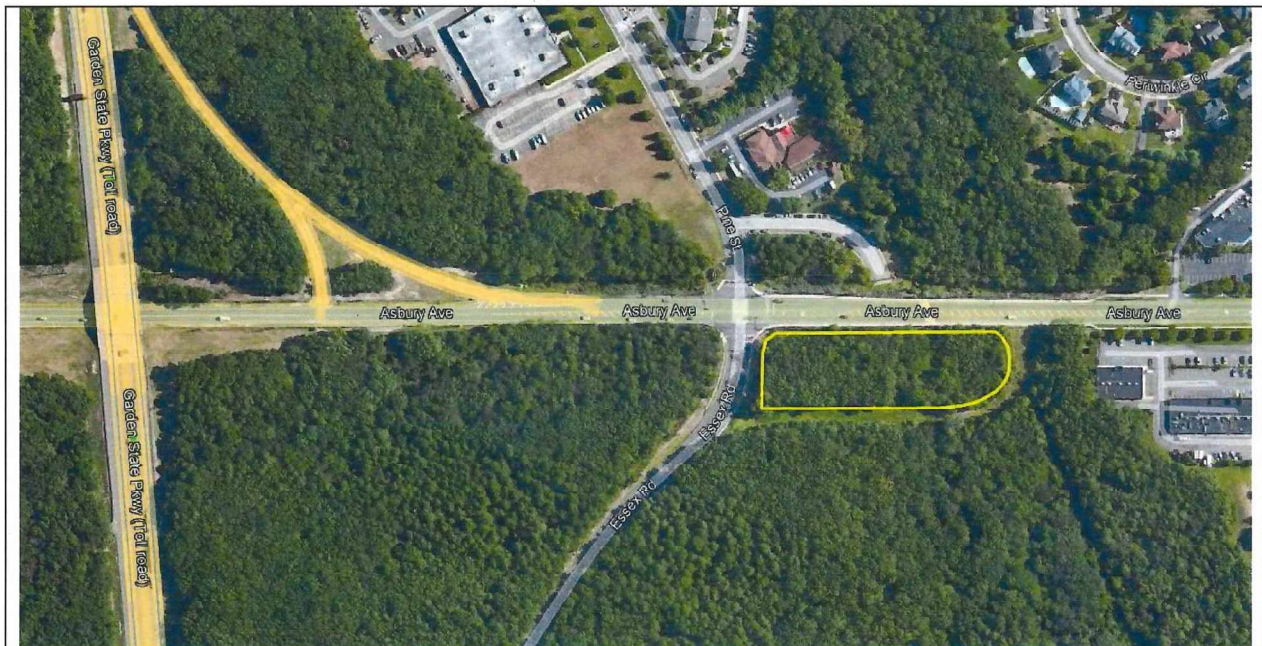
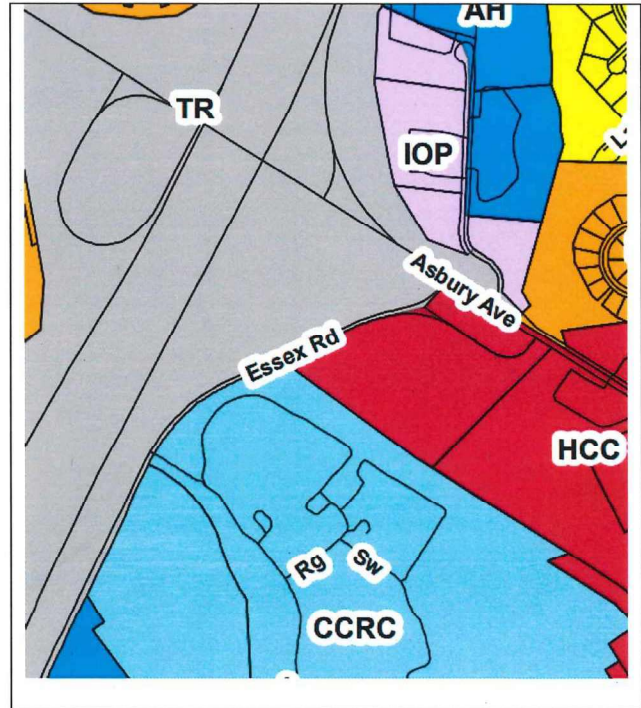
Land Area: 1.56 +/- acres

Zoning: Zone HCC Highway Community
Commercial

Improvements: Vacant

Minimum Bid: \$62,000

1.56-acre +/- site fronting on the eastbound lanes of Asbury Avenue (Monmouth County Route 16) east of the Garden State Parkway. The site is bounded by the current and former right of way of Essex Road and the right of way of Asbury Avenue. It is vacant and unimproved. The site abuts the HCC Highway Community Commercial Zone.



ALL INFORMATION IS FROM SOURCES DEEMED RELIABLE, BUT NO GUARANTEE OF ITS ACCURACY CAN BE MADE. IT IS SUBMITTED SUBJECT TO ERRORS, OMISSIONS, GOVERNMENTAL REGULATIONS AND WITHDRAWAL WITHOUT NOTICE. NJ TURNPIKE AUTHORITY MAKES NO REPRESENTATION, PROMISE, OR WARRANTY ABOUT THE PROPERTY. FOR MORE INFORMATION, CALL SUSAN MCCUSKER, ATTORNEY, 732-750-5300 EXT. 8733.



EXHIBIT B
OFFER TO PURCHASE

The undersigned offers and agrees to purchase from the New Jersey Turnpike Authority the following Property (and any improvements located thereon) known as Parcel Number(s) _____, Block _____, Lot(s) _____, located in the municipality of _____, in the County of _____, as described in Exhibit A to the Bid Documents.

The undersigned offers to purchase the Property identified above for the amount of:

_____ dollars
(\$_____ . 00).*

***NOTE: The minimum bid required for each Property shall be as stated in the Bid Documents. Any bid received below the minimum bid required shall be rejected.**

I understand that submission of this bid (Offer to Purchase) constitutes an offer in writing, which is binding on the bidder. This bid is in compliance with all terms, conditions, specifications and addenda of the Bid Documents, including the Contract of Sale provided therein. The undersigned certifies that they executed this bid with full authority to do so; and that all statements contained in this bid and in this certification are true and correct, and made with full knowledge that the Authority relies upon the truth of the statements contained herein.

BID IRREVOCABLE: This offer shall be irrevocable for ninety (90) days after the date on which the Authority publicly opens bid. All bidders will be notified in writing of the action taken by the Authority.

I acknowledge receipt of the following Addenda/Responses to Inquiries to the Bid Documents. If no Addenda have been issued, Bidder shall write "None" below.

Addendum/Inquiries # _____ dated _____.
Addendum/Inquiries # _____ dated _____

AUTHORIZED SIGNATURE: _____

Print Name and Title: _____

Bidding Entity (if applicable): _____

Address: _____

Telephone #: _____ Fax: _____

Email Address: _____ Date: _____

[CORPORATE SEAL]



EXHIBIT C
STOCKHOLDER/PARTNERSHIP DISCLOSURE STATEMENT

**EXHIBIT D****OWNERSHIP DISCLOSURE FORM**

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

VENDOR NAME: _____

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.
Please answer all questions and complete the information requested.

- | | | |
|--|-------------------------------------|------------------------------------|
| | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 1. The vendor is a Non-Profit Entity ; and therefore, no disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The vendor is a Sole Proprietor ; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor. | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. The vendor is a corporation, partnership, or limited liability company with individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and therefore, disclosure is necessary. | <input type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 3, you must disclose the information requested in the space below:*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
- (b) all individual partners in the partnership who own a 10% or greater interest therein; or,
- (c) all members in the limited liability company who own a 10% or greater interest therein.

NAME _____			
ADDRESS _____			
ADDRESS _____			
CITY _____	STATE _____	ZIP _____	

NAME _____			
ADDRESS _____			
ADDRESS _____			
CITY _____	STATE _____	ZIP _____	

NAME _____			
ADDRESS _____			
ADDRESS _____			
CITY _____	STATE _____	ZIP _____	

NAME _____			
ADDRESS _____			
ADDRESS _____			
CITY _____	STATE _____	ZIP _____	

- | | | |
|---|-------------------------------------|------------------------------------|
| | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 4. For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | | |

If you answered **YES** to Question 4, you must disclose the information requested in the space below:*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
- (b) all individual partners in the partnership who own a 10% or greater interest therein; or,
- (c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

NAME _____			
ADDRESS _____			
ADDRESS _____			
CITY _____	STATE _____	ZIP _____	

NAME _____			
ADDRESS _____			
ADDRESS _____			
CITY _____	STATE _____	ZIP _____	

NAME _____			
ADDRESS _____			
ADDRESS _____			
CITY _____	STATE _____	ZIP _____	

NAME _____			
ADDRESS _____			
ADDRESS _____			
CITY _____	STATE _____	ZIP _____	

5. As an alternative to completing this form, a Vendor with any direct or indirect parent entity which is publicly traded, may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10% or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10% or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10% or greater beneficial interest.*



EXHIBIT D
FORM OF CONTRACT

CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT FOR SALE OF REAL ESTATE (“**Contract**”), made this ____ day of _____, 202_ (the “**Effective Date**”), by and between The **NEW JERSEY TURNPIKE AUTHORITY**, a body politic and corporate of the State of New Jersey, whose address is P.O. Box 5024, 1 Turnpike Plaza, Woodbridge, New Jersey 07095 (hereinafter “**Seller**”) and _____, whose address is _____ (hereinafter “**Purchaser**”). Purchaser and Seller are sometimes hereinafter referred to as a “**Party**” and collectively as the “**Parties**”).

WHEREAS, Seller is the owner of certain real property located in the _____ [Township/Town/Borough/ City/Village] of _____, County of _____ and State of New Jersey, consisting of approximately _____ [square feet/acres] of land, more or less, also known as Parcel No. X_____, and designated on the Tax Maps of the [Township/Town/Borough/City/Village] as Block __, Lot __ (jointly and severally, the “**Property**”); and

WHEREAS, Seller has determined that the Property is “surplus” to Seller’s needs; and

WHEREAS, Seller has agreed to sell and Purchaser has agreed to purchase the Property all on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. PURCHASE. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the Property for the amount of _____ and 00/100 (\$XXX,000.00) DOLLARS (the “**Purchase Price**”). The Purchase Price, less the Deposit already paid, as set forth in Section 4 below, shall be paid to Seller at Closing by federal funds wire transfer or certified or bank check.

2. PROPERTY TO BE SOLD. The Property consists of all the land as well as all of Seller’s right, title and interest relating to such land. The Property is shown on a survey prepared by _____ of _____, which survey is attached hereto as **Exhibit A** and is more particularly described by metes and bounds on **Exhibit B** attached hereto and is depicted on the aerial photograph attached hereto as **Exhibit C**.

3. TIME AND PLACE OF CLOSING. The Closing shall take place within sixty (60) days from the Effective Date, at the law offices of DeCotiis, Fitzpatrick, Cole & Giblin, LLP, 61 South Paramus Road, Paramus, New Jersey 07652, the offices of Seller or such mutually convenient place as may be agreed upon between Purchaser and Seller, **TIME BEING OF THE ESSENCE**. Purchaser's failure to pay the balance of the purchase price as specified by the Authority or failure to take title or abide by any other term or condition of the contract shall result in a cancellation of the sale and a forfeiture of the bid deposit to the Authority, as liquidated damages and not as a penalty, as the amount of damages to the Authority resulting from such breach would be difficult, if not impossible, to determine and retention of the deposit would be justified. In such event, neither Seller nor Purchaser will have any further rights against the other under this Contract.

4. DEPOSIT. Monies in the amount of XXXXX (\$XXXXX), (*i.e.*, ten percent (10%) of the Purchase Price) (the “**Deposit**”), which were paid to Seller with the Purchaser’s bid, shall be applied to the

Purchase Price resulting in a net amount of XXXXX, (\$XXXXX) due to the Seller at the closing of title (the "Closing").

5. MORTGAGE CONTINGENCY. This Contract is not contingent in any way upon Purchaser obtaining a mortgage or any other type of financing to complete the transaction.

6. TRANSFER OF OWNERSHIP. At the Closing, Seller shall transfer to Purchaser title to the Property as required in Section 7 below. Seller shall provide to Purchaser (or to Purchaser's legal representative) a properly executed Bargain and Sale Deed, plus additional closing documents as reasonably deemed necessary by Purchaser's title company, including but not limited to, an Affidavit of Consideration, Seller's Residency/Non-Residency Certification, and FIRPTA Affidavit.

7. OWNERSHIP. At Closing, Seller shall transfer title to the Property, insurable at regular rates by a title company licensed to do business in New Jersey, to Purchaser free and clear of all easements, agreements, and restrictions, except for:

- (a) the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the Property next to the street or running to any building or improvement on the Property;
- (b) agreements, easements and restrictions of record;
- (c) all items that may be included in the legal description attached to and made part of the Contract;
- (d) all encroachments and other conditions that would be shown on an accurate survey of the Property;
- (e) the following restrictive covenants which shall be included in the deed conveying title:
 - (i) Install (or permit the installation of) or operate (or permit the operation of) a microwave transmission or receiving facility or tower, including, without limitation, any structure designed for the transmission or receiving of cellular telephone transmissions at the Property, without obtaining prior written consent of the Seller.
 - (ii) Install (or permit the installation of) or operate (or permit the operation of) any billboards, advertisements or other signage at the Property, without obtaining prior written consent of the Seller.
 - (iii) Install (or permit the installation of) or operate (or permit the operation of) any lighting or illumination at the Property which, in the sole and absolute discretion of the Seller, poses a hazard to persons utilizing the Seller's facilities; provided, however, that standard lighting fixtures having a wattage of less than 300 watts or which are directed away from the Seller's facilities shall be deemed to be acceptable to the Seller.
 - (iv) Install (or permit the installation of) or operate (or permit the operation of) any facility or use at the Property which, in the sole and absolute discretion of the Seller, is of a particularly hazardous nature and which may pose a health or safety hazard to persons utilizing the Seller's facilities, including without limitation, any use

involving the manufacture, processing, storage, distribution or use of explosives, radioactive materials or highly corrosive materials.

- (v) Install (or permit the installation of) or operate (or permit the operation of) any facility or use at the Property which does or is likely to cause materials to be propelled, blown or otherwise moved to the Seller's facilities, whether or not such movement of materials is caused by the owner, natural phenomena, invitees or trespassers.
- (f) Purchaser further agrees to the following restrictions which are perpetual, shall run with the land and shall be binding upon the successors, heirs and assigns of the owner and shall benefit Seller, its successors and assigns if deemed necessary by the Seller, in its sole discretion, given the Property's proximity to Seller's property:
 - (i) It may be necessary for the Authority to retain an access easement for the purposes of maintaining Authority property. In such cases, the easement will be created in the deed of conveyance and will specify that no permanent structures may be built within ten (10) feet of the Authority's property.
 - (ii) Where a Property is subject to existing slope and drainage rights, such rights may only be altered after written approval by Seller, exercised in its sole and absolute discretion.
 - (iii) The use of reflective or mirrored glass in construction of any building on the Property is subject to review and approval in writing by Seller, exercised in its sole and absolute discretion.
 - (iv) No access to or from the Property shall be permitted from the adjacent Seller ramps or main line roadway.
 - (v) Seller is not required to construct a noise wall or entertain any requests for noise abatement on or adjacent to the Property.
 - (vi) Subject to Section 7(f)(iv) above, to abide by current rules and regulations/License to Cross regulations/traffic permit regulations, should the owner need access from the Property to the Seller's facilities.

8. PHYSICAL CONDITION OF THE PROPERTY. Seller makes no representations, express or implied, with respect to the quality or condition of the Property, including but not limited to the areas of zoning, environmental condition, or permitted uses. The Property will be delivered in its "as is", "where is" physical condition, subject to all faults, environmental or otherwise, including latent and patent defects, without representation or warranty or assurances of any kind. This paragraph shall survive the Closing.

9. CLOSING COSTS. Purchaser shall pay all transfer taxes and all customary closing costs, including but not limited to, any taxes, liens or other encumbrances which may become due and owing as of the date of closing, title insurance costs and premiums, survey costs, escrow fees, recording costs and normal prorations.

10. ASSESSMENTS FOR MUNICIPAL IMPROVEMENTS. Certain municipal improvements such as sidewalks and sewers may result in the municipality charging the Property owner to pay for the

improvement. All unpaid charges (assessments) against the Property for work completed before the Closing will be paid by Purchaser at or before the Closing. Notwithstanding the foregoing, Seller shall not be liable for any work done, or ordered done by any governmental authority with jurisdiction following the date of this Contract, and Purchaser agrees to take title subject to any lien that may be as a result thereof and the Purchaser will be responsible for the improvement whether or not it is completed prior to or after the Closing.

11. ADJUSTMENTS AT CLOSING. The Parties agree to adjust the following expense (to the extent applicable) as of the Closing date: utility fees, municipal water charges, sewer charges, real estate taxes, and any and all other charges relating to or payable in connection with the use, occupancy, maintenance, ownership and operation of the Property. Purchaser shall be responsible for the payment of any taxes, liens or other encumbrances which may become due and owing as of the date of Closing including, but not limited to, Farmland Assessed Rollback Taxes.

12. POSSESSION. Purchaser shall not be entitled to possession of the Property before the Closing. At the Closing, Purchaser will be given possession of the Property by delivery of the Deed from Seller. No tenant will have any right to the Property and the Property shall be delivered vacant and free from any tenancies.

13. CONDEMNATION. If all or any material portion of the Property is taken, or if there is received notice of condemnation of all or any material portion of the Property between the date of this Contract and the date of Closing by the exercise of the power of eminent domain by any local, state, or federal body, then the Party that has received such notice shall notify the other (or the other Party's legal representative) in writing (the "**Condemnation Notification**"). Either Party may terminate this Contract within fifteen (15) days of receipt of a Condemnation Notification, in which case Seller shall refund the Deposit to Purchaser within fifteen (15) days of such cancellation. In the event neither Party terminates this Contract within such fifteen (15) day period, then the Parties shall proceed to Closing without a reduction in Purchase Price and Seller shall assign its right to receive compensation for any taking to Purchaser. If a non-material part of the Property is taken, or if there is received notice of condemnation of a non-material portion of the Property between the date of this Contract and the date of Closing by the exercise of the power of eminent domain by any local, state, or federal body, then the Parties shall proceed to Closing without a reduction in the Purchase Price and Seller shall assign its right to receive compensation for any taking to Purchaser.

14. DEFAULT BY PURCHASER. In accordance with the terms of Section 3 above, in the event Purchaser does not close title in accordance with the terms hereof, or is in default under any of the other terms or conditions of this Contract, Seller shall have the right to terminate this Contract and retain the Deposit as liquidated damages, in which event neither Party shall have any further obligation to the other hereunder.

15. DEFAULT BY SELLER. In the event Seller does not close title in accordance with the terms hereof, or is in default under any of the other terms and conditions of this Contract, Purchaser shall, as its sole and exclusive remedy, have the right to terminate this Contract and receive a refund of the Deposit, in which event neither Party shall have any further obligation to the other hereunder.

16. RECORDING. Neither Party may record this Contract or any memorandum of this Contract in any recording office. Any recording or attempt at recording will be deemed a material breach of this Contract.

17. ASSIGNMENT. Neither Party shall assign this Contract or any of its rights or obligations hereunder without the prior written approval of the other Party granted in such Party's sole and absolute discretion. Any assignment without such prior approval will be deemed void ab initio.

18. BROKER CLAUSE. Each of the Parties warrants and represents to the other that it has not dealt with any real estate agent, broker or salesperson in connection with the subject transaction and that each of the Parties covenants to indemnify the other against claims of any such third party. Each of the Parties' obligations under this Section 18 shall survive the Closing.

19. NEITHER SELLER NOR ANY COMMISSIONER, OFFICER, DIRECTOR, EMPLOYEE, AGENT, REPRESENTATIVE OR CONTRACTOR OF ANY OF THEM (COLLECTIVELY, "OFFERORS") IS MAKING OR WILL MAKE ANY REPRESENTATIONS OR WARRANTIES WHETHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE WITH RESPECT TO THE PROPERTY DESCRIBED IN ANY STATEMENTS OR INFORMATION CONTAINED IN ANY INFORMATION SHEETS OR THIS CONTRACT RELATED TO THE PROPERTY. THE PROPERTY IS SOLD "AS IS, WHERE IS, AND WITH ALL FAULTS." IN NO EVENT SHALL OFFERORS BE LIABLE FOR OR BOUND BY ANY GUARANTEES, PROMISES, STATEMENTS, REPRESENTATIONS, WARRANTIES OR INFORMATION PERTAINING TO THE PROPERTY MADE OR FURNISHED BY ANY AGENT, EMPLOYEE, CONTRACTOR OR OTHER PERSON OR ENTITY REPRESENTING OR PURPORTING TO REPRESENT ANY OF THEM. NO PERSON OR ENTITY IS AUTHORIZED TO MAKE ANY STATEMENTS, REPRESENTATIONS, WARRANTIES, PROMISES OR GUARANTIES ON BEHALF OF SELLER AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DOCUMENTATION CONTAINED IN ANY DOCUMENTS OR AS TO QUALITY, CONDITION OR FITNESS OF THE PROPERTY. PURCHASERS SHALL RELY ON SUCH DOCUMENTATION AT THEIR OWN RISK.

20. BUILDING AND ZONING LAWS. Seller makes no representations, express or implied, as to any building and zoning laws and makes no representations as to whether the current use of the Property does or does not violate any applicable municipal, county or state zoning law.

21. PROPERTY LINES. Seller makes no representations or warranties, express or implied, as to whether any and all buildings, driveways, and other improvements on the Property are within the said boundary lines.

22. FLOOD AREA. The federal and state governments have designated certain areas as "flood areas." This means they are more likely to have floods than other areas. Seller makes no representation, express or implied, as to whether or not the Property is in a "flood area."

23. RISK OF LOSS. In the event there is damage to the Property prior to Closing and the cost to repair same does not exceed fifteen percent (15%) of the Purchase Price, the Parties shall proceed to Closing without a reduction in the Purchase Price. In the event there is damage to the Property prior to Closing and the cost to repair same exceeds fifteen percent (15%) of the Purchase Price, Purchaser shall have the right to terminate this Contract within fifteen (15) days of its receipt of notice of such damage, in which event Seller shall refund the Deposit to Purchaser within thirty (30) days of such termination. In the event Purchaser does not terminate this Contract within such fifteen (15) day period, the Parties shall proceed to Closing without a reduction in the Purchase Price.

24. CONTINGENCIES. This Contract is subject to the approval of Seller's Board of Commissioners. If such approval is not obtained on or before _____, 202_, Seller may terminate this

Contract by written notice to Purchaser and the Deposit shall be returned to Purchaser within thirty (30) business days of such termination.

25. COSTS OF LITIGATION. In the event of litigation between Purchaser and Seller arising out of this Contract, the Party which prevails in such litigation shall be entitled to recover from the other Party the cost of such litigation, including court costs and reasonable attorneys' fees.

26. APPLICABLE LAW. This Contract shall be governed, construed and enforced according to the laws of the State of New Jersey.

27. INTERPRETATION. Whenever the context hereof shall require, the singular shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.

28. SEVERABILITY. If any one or more of the provisions contained in this Contract shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

29. BINDING EFFECT. This Contract shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns. Each Party agrees to furnish to the other, upon demand, a corporate resolution or other appropriate and customary documentation evidencing the due authorization of such Party to enter into this Contract and consummate the transactions contemplated hereunder.

30. NOTICES. All notices under this Contract must be in writing. The notices must be delivered personally, sent via recognized overnight courier, or sent by certified mail, return receipt requested to the Parties (or the Parties' legal representative(s)) at the following address.

Notices to Seller shall be sent to the attention of:

NEW JERSEY TURNPIKE AUTHORITY
P.O. Box 5042
1 Turnpike Plaza
Woodbridge, New Jersey 07095
Attn: Director of Law

With A Copy To:

DeCotiis, Fitzpatrick, Cole & Giblin, LLP
61 South Paramus Road
Paramus, New Jersey 07652
Attn:

Notices to Purchaser shall be sent to the attention of:

PURCHASER NAME
Street Address
City, State Zip Code

Attn:

With A Copy To:

PURCHASER NAME

Street Address

City, State Zip Code

Attn:

Notices shall be deemed to have been given when sent.

31. COMPLETE AGREEMENT. This Contract is the entire and only agreement between both Parties. This Contract replaces and cancels any previous agreements between the Parties. This Contract can only be changed by an agreement in writing signed by both Parties.

32. COUNTERPARTS. This Contract may be executed in counterparts, together which shall make up one and the same binding agreement.

[Signatures on next page]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Contract as of the Effective Date.

SELLER:

WITNESSED:

NEW JERSEY TURNPIKE AUTHORITY,
a body politic and corporate of the State of New Jersey

Jennifer Kanski,
Secretary to the Authority

By: _____
James D. Carone,
Executive Director

Date: _____

PURCHASER:

WITNESSED:

NAME OF PURCHASER,

By: _____
Name: _____
Title: _____

Date: _____