

CITY OF LINWOOD
NOTICE OF PUBLIC SALE OF MUNICIPAL PROPERTY
PURSUANT TO N.J.S.A. 40A:12-13, ET SEQ.

PLEASE TAKE NOTICE that pursuant to N.J.S.A. 40A:12-13, et seq., the City Council of the City of Linwood has determined that certain municipally owned real property designated as Block 127, Lot 2.02 and Block 127, Lot 2.03 on the official Tax Maps of the City of Linwood are not needed for public use and, by resolution duly adopted, has authorized the sale of said properties at public auction.

The Properties shall be offered for sale separately through an electronic auction conducted at Govdeals.com. Bids shall be accepted until 4:00pm on August 5, 2026, for not less than the minimum bid prices set forth herein. The City reserves the right to adjourn, postpone, cancel or withdraw either or both Properties from sale at any time prior to the conclusion of the auction.

TERMS OF SALE

The sale of the Properties shall be subject to the following terms and conditions:

1. **Separate Sales.** Each Property shall be offered for sale separately, and bidders may bid on either or both Properties. The acceptance or rejection of a bid for one Property shall not affect the acceptance or rejection of a bid for the other Property.
2. **Minimum Bid Prices.** The minimum bid prices for the Properties shall be as follows:
 - **Block 127, Lot 2.02:** \$250,000.00
 - **Block 127, Lot 2.03:** \$225,000.00

No bid less than the applicable minimum bid price shall be accepted by the City. The highest bid in excess of the applicable minimum bid price may be accepted by the City.

3. **Registration Requirements.** Any party intending to bid shall be required to register at Govdeals.com and post a bid deposit in the amount of \$10,000.00 for each Property upon which a bid is submitted.
4. **Entity Authorization.** Anyone registering on behalf of a corporation or limited liability company shall submit either a copy of a corporate resolution or a letter on company stationery, signed by an authorized officer, authorizing the bidder to bid on behalf of the entity at the time of registration. A person bidding on behalf of a

partnership or using a trade name shall submit a copy of the trade name certificate and a letter of authorization from the other partners at the time of registration.

5. **Right to Reject Bids.** The City reserves the right to reject any and all bids received, waive any informalities in the bidding process, or withdraw either Property from sale at any time prior to the acceptance of a bid, without cause.
6. **Contract of Sale.** The sale of each Property shall be subject to such additional terms, conditions, restrictions and limitations as may be contained in the applicable Contract of Sale, which shall be on file with the City Clerk and available for inspection at the Linwood Municipal Building during normal business hours.
7. **As-Is Sale.** Each Property is being sold strictly in "AS IS" and "WHERE IS" condition. No representations are made as to the topographic condition of either Property. Each Property is being sold subject to existing encumbrances, liens, easements, zoning ordinances, restrictions of record, such facts as an accurate survey would reveal, and any present or future assessments benefiting the Property. The successful bidder shall be responsible for conducting any and all inspections and testing at the bidder's sole cost and expense, including but not limited to obtaining a survey. The City makes no representation as to the utility, usability, development potential, or environmental condition of either Property, except as otherwise expressly set forth herein.
8. **Execution of Contract.** The successful bidder for each Property shall execute the applicable Contract of Sale within twenty-four (24) hours following the conclusion of the auction. Failure to properly execute the Contract shall not affect the obligation of the successful bidder or the validity of the sale.
9. **Closing of Title.** Closing of title for each Property shall occur within sixty (60) days following acceptance of the applicable bid by the City Council. In the event the successful bidder fails to close title within said sixty-day period, the deposit for that Property shall be forfeited as liquidated damages.
10. **Transfer and Recording Fees.** The purchaser shall be responsible for payment of any and all Realty Transfer Fees and recording fees assessed in connection with the sale of the applicable Property.
11. **Down Payment.** The successful bidder shall submit payment equal to ten percent (10%) of the winning bid for the applicable Property within ten (10) days following the conclusion of the auction.

12. **Deed.** The City shall convey title to each Property by Quitclaim Deed. No title contingencies or conditions shall be permitted.
13. **Administrative Fee.** The purchaser shall also be responsible for payment of an administrative fee in the amount of four percent (4%) of the winning bid for the applicable Property, which shall be added to the purchase price. Such fee shall be due within ten (10) business days following the conclusion of the auction. The City shall provide a payoff of the total balance due at the time the Contract of Sale is executed.
14. **Failure to Convey Clear Title.** In the event the City is unable to convey clear title to a Property, the purchaser may either accept title as conveyed and complete the transaction or declare the Contract of Sale null and void and receive a return of the deposit applicable to that Property. This Notice sets forth the terms and conditions of the sale, and no representations are made except as expressly stated herein.
15. **Balance of Purchase Price.** The balance of the purchase price for each Property shall be delivered by cash, certified check, or bank check to the City Clerk on or before sixty (60) days from the date of the sale or acceptance of the applicable bid, whichever is later. Upon payment thereof, the Deed shall be recorded with the Atlantic County Clerk.
16. **No Improvements Guaranteed.** The City does not guarantee the construction or availability of any road, water line, sewer line, curb, gutter, sidewalk, drainage facility, or other improvement on, adjacent to, or near either Property.
17. **Nonconforming Use Protection.** Each Property is conveyed without any nonconforming use protection.

Any materials prepared and distributed in connection with this sale are provided solely for convenience and are intended to provide prospective bidders with a general understanding of the condition, location and size of the Properties. The City shall not be responsible for any errors that may appear in such materials. Each prospective bidder is urged to thoroughly research and examine the Properties prior to placing a bid.

The Properties shall be available for inspection by appointment only. Prospective bidders wishing to inspect either Property should contact the City Clerk at (609) 927-4108 during normal business hours to schedule an appointment.

Potential bidders are encouraged to perform title searches, lien searches and any other due diligence deemed appropriate prior to submitting a bid so that they may be fully apprised of any encumbrances or restrictions affecting the use and enjoyment of the

Properties. Potential bidders are further encouraged to investigate open permits, local fines, penalties, taxes, assessments, and any other matters that may not be of record but may nonetheless affect the Properties. The City of Linwood shall not be responsible for the costs associated with such searches in the event title cannot be conveyed or a bid is rejected.

The City has compiled this Notice for the benefit of prospective bidders. To the best of the City's knowledge, the information contained herein is accurate. The City and its officials, officers, employees, agents, designees, contractors and assigns assume no liability for inaccuracies and instruct all interested parties to independently verify all information contained in this Notice.

BY ORDER OF THE CITY COUNCIL
OF THE CITY OF LINWOOD

Leigh Ann Napoli, RMC, CMR
Municipal Clerk

Dated: June 23, 2026