

EXPLANATION: This Ordinance authorizes the sale of Lots 9.02, 9.03 and 9.07 in Block 32, by public auction as required by law.

**TOWNSHIP OF WARREN
ORDINANCE NO. 10-05**

**AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS
TOWNSHIP REAL PROPERTY WITH CERTAIN
RESTRICTIONS IDENTIFIED AS LOTS 9.02, 9.03 AND
9.07 IN BLOCK 32**

WHEREAS, the Township of Warren in the County of Somerset is the owner of the following lands located within the Township of Warren (hereinafter collectively referred to as the "Lots"):

- (a) Lot 9.02 in Block 32, located at 93 Dock Watch Hollow Road, comprised of approximately 1.50± acres, located in the R-65 (Residential) Zone District, (note: no Metes and Bounds Description will be supplied; successful bidder is to prepare and submit a metes and bounds description for inclusion in the deed of conveyance), and subject to all easements and restrictions of record and not of record.
- (b) Lot 9.03 in Block 32, located at 91 Dock Watch Hollow Road, comprised of approximately 1.64± acres, located in the R-65 (Residential) Zone District, (note: no Metes and Bounds Description will be supplied; successful bidder is to prepare and submit a metes and bounds description for inclusion in the deed of conveyance), and subject to all easements and restrictions of record and not of record.
- (c) Lot 9.07 in Block 32, located at 87 Dock Watch Hollow Road, comprised of approximately 1.59± acres, located in the R-65 (Residential) Zone District, (note: no Metes and Bounds Description will be supplied; successful bidder is to prepare and submit a metes and bounds description for inclusion in the deed of conveyance), and subject to all easements and restrictions of record and not of record.

WHEREAS, the Township Committee of the Township of Warren has determined that said Lots are not needed for public use; and

WHEREAS, the Township Committee has determined it to be in the public's interest to sell said Lots by open public sale at auction to the highest bidder in accordance with N.J.S.A. 40A:12-13(a);

NOW THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Warren that:

1. The Township Committee declares the Lots to be surplus and not needed for public use.

2. The sale of the Lots be by open public sale at auction to the highest bidder, after the expiration of a sixty (60) day due diligence period from the date of the Notice of Sale is issued as set forth hereinbelow, shall be held at the Warren Township Municipal Complex, located at 46 Mountain Boulevard, Warren, New Jersey, 07059.

3. An invitation for bids shall be published in accordance with the law and a bid for the Lots may be accepted in accordance with the terms and conditions of the invitation for bids. All bids shall satisfy any requirements and meet any terms and conditions of the invitation for bids.

4. A bid may be for one or more of the Lots being sold hereunder.

5. The invitation for bids shall contain the following conditions for the sale of the Lots:

(a) The highest bidder will be the purchaser, subject to the provisions below.

(b) Prior to commencement of the auction, every person who wishes to bid on the Lots will be required to provide to the person conducting the auction or to his or her assistant, cash or a certified check in the amount of \$1,000.00, payable to either the "Township of Warren" or to the name of the bidder (checks made payable to the bidder are to be endorsed to the Township of Warren if the bidder is the successful bidder) as a security deposit. Persons who have not presented such cash or certified check will not be permitted to bid.

Any person bidding on behalf of a corporation or limited liability company must either submit a copy of a Resolution or letter on its business stationary signed by the President or Managing Member of the entity authorizing the bidder to bid on the Lots on behalf of the entity. A person bidding on behalf of a Partnership or using a Trade Name must submit a letter of authorization from the other majority partners and certifying their ownership interest, and in the event of the use of a Trade Name, a copy of the filed Certificate of Trade Name.

(c) The Township will only accept bids calling for an all cash purchase of the Lots. Full payment of the purchase price must be received within 30 days of the date the Purchaser receives notice from the Township that all conditions of the Contract of Sale have been satisfied. The successful bidder will be required to pay, by either cash or by certified check, a deposit equal to ten (10%) percent of the purchase price, less the deposits referenced in 5(b) above, within three business days of acceptance of the successful bid, with the balance to be paid

by either cash or certified check at closing. Pending closing of title, this contract deposit and the deposit referenced in 5(b) above will be held by the Township of Warren in a non-interest bearing escrow account, with the total deposit (excluding interest) to be credited to the purchase price at closing.

(d) The sale of the Lots are being made subject to the terms, conditions, restrictions and limitations of a Contract of Sale which is on file with the Municipal Clerk, including but not limited to the following terms and conditions:

1) The successful bidder may operate or construct any use of the Lots as permitted in the R-65 (Residential) Zone District, and pursuant to the standards set forth in the Warren Township ordinance standards for the R-65 Zone, except as may be modify or waived by proper approval of the Warren Planning Board or Zoning Board of Adjustment.

2) **The Lots are being sold in an "AS IS" WHERE-IS" condition. The successful bidder is responsible for conducting any and all inspections and testing of the Lots at its own cost and expense.**

3) The successful bidder shall have a period of sixty (60) days from the date of the Notice of Sale is issued to the date of the auction to conduct all of its due diligence for the Lots, including, without limitation, all engineer, environmental, utility, title and survey work (the "Due Diligence Period").

4) The successful bidder shall bear the burden of paying any and all required sewer service and/or connection fees associated with the use of the Lots.

5) The Lots are served by public water.

6) The successful bidder shall pay prorated real estate taxes for the balance of the current year as of the date of closing of title.

7) The successful bidder shall bear the burden of obtaining any and all approvals from the appropriate municipal, county or government agency, if applicable. The successful bidder shall also bear the burden of obtaining and paying for any and all necessary permits, connections and/or arrangements to provide for water, electric, sewer, or solid waste disposal.

8) The sale of the Lots are not conditioned upon the successful bidder securing financing or obtaining approvals or permits from any body of the Township, County or State or connections or arrangements from any provider of services. The successful bidder shall be required to obtain all required approvals and permits, and pay any and all fees, required by applicable law prior to construction of any structure at the Lots. The sale is made subject to all applicable federal, state and

local laws, regulations, ordinances, resolutions, orders and directives.

9) The closing of title to the Lots is "TIME OF THE ESSENCE" and must take place on a date no later than forty-five (45) days from the expiration of the Due Diligence Period as described above, and the failure of the successful Bidder to close title as agreed shall result in the successful bidder's forfeiture of any and all money deposited with the Township.

All bids must satisfy any requirements and meet any terms and conditions of the Contract of Sale. The successful bidder will execute the Contract upon completion of bidding and its payment of the required deposit. To execute the Contract, the bidder shall properly execute the Contract in the signature spaces at the end. Failure to execute the Contract properly shall not affect the obligation of the successful bidder or the validity of the sale. **The deed given by Warren Township for the Lots will be a Bargain and Sale Deed with Covenants Against Grantor's Acts.** No title contingencies or conditions are permitted.

(e) In the event that the successful bidder fails to close title to the Lots, the bidder shall forfeit all deposit monies made to the Township. No refunds whatsoever will be made by the Township of Warren in the event that the successful bidder fails to complete the purchase of the Lots within forty-five (45) days after the date the Purchaser received notice from the Township that all conditions of the Contract of Sale have been satisfied.

(f) The purchaser(s) shall pay the cost of recording fees.

(g) The sale shall be subject to adjournment or cancellation by the Township Committee.

(h) Bidders may bid on the Lots until the Auctioneer strikes a final bid on the Lots. The highest bid when struck will be the purchase price for the Lots.

(i) The minimum bid for the Lots shall be as follows:

Lot 9.02 in Block 32 (\$368,000.00)

Lot 9.03 in Block 32 (\$357,000.00)

Lot 9.07 in Block 32 (\$326,000.00)

The Township reserves the right to accept the highest responsive bid if equal to or greater than the minimum bid price, or to reject all bids at the public sale and not to award to the highest bidder. The Township reserves the right to waive any and all defects and informalities in any proposal, and to accept or reject the highest responsible and responsive bid deemed to be in the best interest of the Township.

The Township's acceptance or rejection of bids shall be made not later than at the second regular Township Committee meeting following the auction. No bid shall be considered finally accepted until passage by the Township Committee of a Resolution accepting such bid.

(j) The purchaser(s) shall pay any and all realty transfer and "mansion" taxes assessed in connection with the sale of the Lots.

(k) With respect to the sale of the Lots herein, NO real estate commission is owed.

(l) The Lots are being purchased "**AS IS**" "**WHERE IS**". The Lots are sold subject to existing encumbrances, liens, easements, zoning ordinances, other restrictions of record, such facts as an accurate survey would reveal and any present or future assessments for the construction of improvements benefiting the Lots. A survey of the Lots may be conducted by any prospective bidder, at its discretion, as part of its due diligence, with no guarantee made by the Township as to the accuracy or reliability of the same.

No representation is made by the Township as to the utility, usability or environmental condition of the Lots.

The Final Plat as prepared by William G. Hollows, P.E., P.P. of Murphy Hollows and Associates Inc., consisting of 1 page, dated March 19, 2009, depicts the presence of wetlands and related buffer areas. The Township makes no representations as to the accuracy of the wetlands/buffer area depictions, and the purchaser(s) assumes the risk of any and all such conditions, it being clearly represented and understood that a condition of the auction sale that the Lots and any improvements thereon are being sold in their "AS IS" "WHERE IS" condition, without warranty or guarantee of any nature, expressed or implied. The highest bidder accepts and shall purchase the Lots in its "AS IS" "WHERE IS" condition, having had an ample and sufficient opportunity to inspect the Lots prior to making a bid. The highest bidder for these Lots, after closing of Title, shall be responsible for all present and future defects of any kind or nature in or on any part of the Lots. The highest bidder shall further be responsible for curing any defects on the property related to the wetlands, including but not limited to the redelineation of the boundaries and buffers associated with the wetlands and/or additional permitting, if necessary. This agreement shall survive the closing of Title.

The Township has not obtained an LOI nor any general and/or specific permits from the NJDEP relative to the wetlands. It will be the responsibility of the highest bidder to obtain said permits pursuant to applicable statutes, rules and/or regulations, if necessary in the future.

(m) Any material prepared and distributed in connection with this auction sale is for convenience purposes only and is intended to give prospective

bidders a general understanding of the condition, location and size of the Lots. The Township of Warren is not responsible for errors that may appear in such materials. Each prospective bidder is urged to thoroughly research and examine the Lots prior to placing a bid. The Lots will be available for inspection by appointment only. Prospective bidders desiring to inspect the Lots should contact Mark Krane, Township Administrator, at (908) 753-8000 ext. 250 between the hours of 9:00 am and 3:00 pm to make an appointment.

(n) BIDDER(S) SHALL AGREE TO INDEMNIFY AND SAVE HARMLESS THE TOWNSHIP AND ANY OF ITS OFFICIALS, OFFICERS, EMPLOYEES, ASSIGNS, DESIGNEES, AGENTS OR CONTRACTORS AND THE AUCTIONEER, REAL ESTATE BROKER AND ANY OF ITS OFFICIALS, OFFICERS, EMPLOYEES, ASSIGNS, DESIGNEES, AGENTS OR CONTRACTORS FOR ANY DISCREPANCIES OF ANY TYPE AND FOR ANY ERRORS OR OMISSIONS OF ANY TYPE IN PRINT, ADVERTISING OR ANNOUNCEMENTS AND FOR ANY REPRESENTATIONS OR STIPULATIONS, ORAL OR WRITTEN. THE TOWNSHIP MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LOTS, THE BUILDINGS AND STRUCTURES ON THE LOTS, OR ANY OTHER CONDITIONS AFFECTING THE LOTS IN ANY WAY, MANNER OR FORM. NO REPRESENTATIONS OF ANY KIND ARE MADE BY THE TOWNSHIP OF WARREN AS TO THE CONDITION OF THE LOTS. THE LOTS ARE SOLD "AS IS" "WHERE IS" AND WITH ALL FAULTS.

5. The Mayor, Township Clerk or such other Township officials as the law may provide, are hereby authorized to prepare and execute such documents as may be required to affect the auction sale authorized by this Ordinance and the transfer of title to the Lots to the successful bidder(s).

6. This Ordinance, and the Notice of Sale attached hereto and made a part hereof, shall constitute and serve as the public notice to be published in a newspaper circulating in the Township at least once a week for two consecutive weeks, the last publication being not earlier than seven days prior to the date set forth for the public sale.

7. If any article, section, subsection, sentence, clause or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect the remaining portions of this Ordinance and they shall remain in full force and effect.

8. In the event of any inconsistencies between the provisions of this Ordinance and any prior ordinance of the Township of Warren, the provisions hereof shall be determined to govern. All other parts, portions and provisions of the General Ordinances of the Township of Warren are hereby ratified and confirmed, except where inconsistent with the terms hereof.

9. This Ordinance shall take effect immediately upon final passage and publication according to law.

INTRODUCTED: March 25, 2010

ADOPTED: April 15, 2010

EFFECTIVE: April 22, 2010

ATTEST:

WARREN TOWNSHIP

By: 
Patricia A. DiRocco, Township Clerk

By: 
Victor J. Sordillo, Mayor