

EXPLANATION: This Ordinance authorizes the sale of property identified as Block 32, Lot 9.06 by public auction as required by law.

**WARREN TOWNSHIP
ORDINANCE NO. 12-20**

**AN ORDINANCE AUTHORIZING THE SALE OF SURPLUS TOWNSHIP
REAL PROPERTY WITH CERTAIN RESTRICTIONS IDENTIFIED
AS LOT 9.06 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 referred to as the "Property"):

Lot 9.06 in Block 32, located at 89 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.

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

WHEREAS, the Township Committee has determined it to be in the public interest to sell said Property 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 Property to be surplus and not needed for public use.

2. The sale of the Property shall be sold by open public sale at auction held at the Warren Township Municipal Complex, located at 46 Mountain Boulevard, Warren, New Jersey, 07059, to the highest bidder.

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

4. The invitation for bids shall contain the following conditions for the sale of the Property:

(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 Property 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 as a security deposit. Checks made payable to the bidder are to be endorsed to the Township of Warren if the bidder is the successful bidder. Persons who have not presented a security deposit 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 property 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 Property. Full payment of the purchase price must be received within thirty (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 percent (10%) of the purchase price, less the \$1,000.00 security deposit, within three business days of acceptance of the successful bid. The balance is to be paid by either cash or certified check at closing. Pending closing of title, this contract deposit and the security deposit defined in 4(b) will be held by the Township of Warren in a non-interest bearing escrow account. The total deposit is to be credited to the purchase price at closing.

(d) The sale of the Property is 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 property 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 modified or waived by proper approval of the Warren Planning Board or Zoning Board of Adjustment.

2) The Property is being sold "AS IS" "WHERE IS."

3) The successful bidder shall have a period of thirty (30) days from the date the Notice of Sale is issued at auction to conduct all of its due diligence for the Property, including,

without limitation, all engineer, environmental, utility, title and survey work (the "Due Diligence Period").

4) Public water and sewer are available to serve the Property. The successful bidder shall bear the burden of paying any and all required sewer and water service and/or connection fees associated with the use of the Property.

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

6) 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, and/or solid waste disposal.

7) The sale of the Property is 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 Property.

8) The closing of title to the Property 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. 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.

Bids must satisfy all requirements and meet all 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. The bidder shall properly execute the Contract in the signature spaces at the end of the contract. 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 Property 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 Property, 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 Property within forty-five (45) days from the expiration of the Due Diligence Period as described above.

(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 Property until the Auctioneer strikes a final bid on the Property. The highest bid when struck will be the purchase price for the Property.

(i) The minimum bid for the Property shall be \$309,000.00

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 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.

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

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

(m) The Property is being purchased "**AS IS**" "**WHERE IS**". The Property is 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 Property. A survey of the Property 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 Property.

The Final Plat was prepared by William G. Hollows, P.E., P.P. of Murphy, Hollow sand Associates Inc., consisting of 1 page, date March 19, 2009 depicts the presence of wetlands and related buffer areas. The Township makes no representations as to the presence or absence of wetlands or any other environmental conditions on the Property, 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 Property and any improvements thereon are being sold in their "AS IS" condition, without warranty or guarantee of any nature, expressed or implied. The highest bidder accepts and shall purchase the Property in its "AS IS" condition, having had an ample and sufficient opportunity to inspect the Property prior to making a bid. The highest bidder for this Property,

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 Property. This agreement shall survive the closing of Title.

The Township has not obtained an LOI or 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, rule and/or regulations, if necessary in the future.

(n) 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 Property. 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 Property prior to placing a bid. The Property will be available for inspection by appointment only. Prospective bidders desiring to inspect the Property should contact Mark Krane, Township Administrator, at (908) 753-8000 ext. 250 to make an appointment.

(o) 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 PROPERTY, THE BUILDINGS AND STRUCTURES ON THE PROPERTY, OR ANY OTHER CONDITIONS AFFECTING THE PROPERTY IN ANY WAY, MANNER OR FORM. NO REPRESENTATIONS OF ANY KIND ARE MADE BY THE TOWNSHIP OF WARREN AS TO THE CONDITION OF THE PROPERTY. THE PROPERTY IS 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 effect the auction sale authorized by this Ordinance and the transfer of title to the Property 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.

ATTEST:

TOWNSHIP OF WARREN


Patricia A. DiRocco, RMC
Township Clerk

By: 
Carolann Garafola, Mayor

INTRODUCED October 3, 2012

ADOPTED October 25, 2012

EFFECTIVE November 1, 2012