

## TOWNSHIP OF WANTAGE

### AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN LANDS IN THE TOWNSHIP OF WANTAGE TO BE SOLD AT PRIVATE SALE IN ACCORDANCE WITH N.J.S.A. 40A:12-13(b)(5)

#### ORDINANCE #2009-02

**WHEREAS**, the Wantage Township Committee has determined that various tracts of municipally owned land, as shown on Schedule A attached, consisting of undersized parcels of land, are no longer necessary for municipal purposes and as such shall be sold at private sale in accordance with N.J.S.A. 40A:12-13(b)(5), and

**WHEREAS**, the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq., authorizes the sale by municipalities of any real property, capital improvement, or personal property no longer needed for public use,

**NOW, THEREFORE, BE IT ORDAINED** by the Wantage Township Committee that municipally owned land contained in Schedule A shall be sold by private sale. The property is being sold by the Township "as is".

**BE IT FURTHER ORDAINED**, in accordance with N.J.S.A. 40A:12-13(b)(5), the property is being offered to the adjacent property owners as they are undersized lots.

**BE IT FURTHER ORDAINED**, the following terms and conditions shall apply:

1. The Lands and premises are being sold subject to the express condition that any lot sold shall be added to and becomes a part of the adjacent lands of the purchaser and it shall for all future purposes be considered as one parcel.
2. The Township Committee reserves the right to reject all bids.
3. The minimum bid the Township will consider is as provided for in Schedule A. In addition, the successful bidder must pay all document preparation, advertising and related costs.
4. All bids shall be submitted as sealed bids clearly indicating on the face of the envelope it is a bid for Block \_\_\_\_, Lot \_\_\_\_, and shall be submitted on or before April 30, 2009 at 6:00 p.m.

**5. Potential Bidders are advised:**

- A. To conduct all necessary title searches prior to the date of the sale
- B. That the descriptions of the properties are intended as a general guide only and may not be accurate. No representations of any kind are made by the Township of Wantage as to the conditions of the property; the premises are being sold in their present conditions “as is”.
- C. A percolation test may be performed, at the expense of the prospective bidder, prior to the date of sale according to the provisions of the Health Code of the Township of Wantage. Anyone wishing to have a test performed shall contact the Wantage Township Health Department.
- D. That the sale is made subject to all applicable laws, statutes, regulations and ordinances of the United States, State of New Jersey and the Township of Wantage.
- E. That no employee, agent or officer of the Township of Wantage has any authority to waive, modify or amend any of the conditions of the sale.
- F. That offers for any and all of the properties must be made for a sum equal or greater to the minimum bid price listed on the attached Schedule A.
- G. The property will be conveyed by a Quit Claim Deed and such conveyance shall be subject to all covenants, restrictions, reservations and easements established of record or by prescription and without representation as to character of title of the property to be conveyed.

**6. Additional Terms the Successful Bidder must comply with:**

- A. Bidder shall deposit cash, check or money order in the amount of not less than 10% of the bid price at the time of sale. In the event the successful bidder fails to deposit 10% of the bid price at the time of the sale, the Township will re-auction the property at the same sale. If the successful bidder fails to pay the deposit, the bidder shall be

responsible for any difference between their bid and the final sale bid in the event such bid is lower than the bid of the original bidder.

- B. The property purchased shall be merged with the bidder's existing property. The successful bidder shall present to the Township Clerk two weeks prior to the time of closing, a copy of a deed showing that the bidder's existing property and the purchased property are described as one lot.
- C. Pay at the time of closing:
  - (1) The balance of the purchase price
  - (2) Legal fees incurred by the Township for transfer of title
  - (3) The proportionate cost of advertisement of the sale
  - (4) The cost of recording deeds and agree that deeds shall be recorded on behalf of the purchaser by the Township Attorney.
- D. To pay prorated real estate taxes for the balance of the current year as of the date of closing.
- E. To abide by appropriate zoning, subdivision, health and building regulations and codes and stipulate that this sale will not be used as grounds to support any variance from the regulations.
- F. That the failure to close title as agreed shall forfeit to the Township of Wantage any and all money deposited with the Township.
- G. That the purchase price shall not be used before any County Board of Taxation, Tax Court of New Jersey, or in any court of this State as grounds to support a challenge of the existing assessments with regard to other properties.
- H. That the title shall close on or before June 1, 2009, and that date shall be considered time of the essence. The Township reserves the right to require that two or more pieces of contiguous property be merged and treated as one piece of property.
- I. The Township reserves the right to withdraw the offer of sale and reject any and all bids.
- J. All sales are subject to final approval by the Township Committee.

K. Parties interested in submitting bids and who require additional information, should contact James R. Doherty, Administrator, Municipal Building, 888 Route 23, Wantage, New Jersey 07461.

7. The Township does not warrant or certify title to the property and in no event shall the Township of Wantage be liable for any damages to the purchaser/successful bidder if title is found unmarketable for any reason and the purchaser/successful bidder waives any and all right in damages or by way of liens against the Township, the sole remedy being the right to receive a refund, prior to closing, of the deposit paid in the event title is found unmarketable. It shall be the obligation of the successful purchaser to examine title to the premises prior to the closing. In the event of closing and later finding of defect of title, the Township shall not be responsible for the same, shall not be required to refund money or correct any defect in title or be held liable for damages.
8. Acceptance of the bids shall constitute a binding agreement of sale, and the purchaser shall be deemed to agree to comply with the terms of conditions of the sale herein contained.
9. The sale is subject to all of the terms and conditions as provided for in the Notice of Sale.
10. In the event no adjacent property owner submits a bid equal to or greater than the minimum bid price as provided for in Section 3 of this Ordinance, or in the event two or more adjoining property owners submit identical bids which meet or exceed the bid price, a public sale shall take place on the date and time provide for in Section 4 of this Ordinance after all bids have been opened. The terms of the public sale shall be to the highest bidder with a 10% deposit and the balance within 20 says of the sale date. All other terms and conditions of this Ordinance shall apply to the public sale.

This Ordinance shall take effect upon final passage, approval and publication as required by law.

ATTEST:

\_\_\_\_\_  
Parker Space, Mayor

\_\_\_\_\_  
James R. Doherty, Clerk/Administrator

NOTICE is given that this ordinance was introduced and passed upon first reading at a meeting of the Mayor and Township Committee of the Township of Wantage, in the County of Sussex, New Jersey, held on February 26, 2009. It will be further considered for final passage with the proposed ordinance after public hearing at a meeting of the Mayor and Township Committee to be held in the Wantage Township Municipal Building, 888 Route 23, Wantage, New Jersey 07461, March 26, 2009, at 8:00 o'clock P.M., and copies of the ordinance will be made available at the Clerk's office in the Municipal Building to members of the general public.

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James R. Doherty, Clerk/Administrator

## SCHEDULE "A"

### TOWNSHIP OWNED PROPERTIES

<u>BLOCK</u>	<u>LOT</u>	<u>ADDRESS</u>
10	1.02	2 Route 23
15.10	2	Beaver Run Road
15.10	15	4 Crest Road
15.10	16	6 Crest Road
15.10	17	8 Crest Road
18	39	Lewisburg Road
44	37	Highland Avenue
51	1	Lakeside Drive
59	16	33 Cherrytree Lane
59	52	18 Warren Lane
61	1	20 Sussex Road
67	34	35 New York Avenue
69.03	68	89 South Shore Drive
74	46	75 Lakeview Drive
77	14	Overlook & Orchard Roads
78	21	15 Dogwood Road
78	45	5 Schawungunk Trail
88	43	Upper Lake Drive
90	9	15 Upper Lake Drive
93.02	29	33 Valley View Terrace
93.02	30	35 Valley View Terrace
105	11	5 Maple Lane
107	36	17 Red Oak Road
111	43	54 Old Clove Road
112.01	44	6 Fernwood Road
113	9	Sherman Ridge Road
137	3	Route 23
140	16	Clove Road
146	2.07	20 Courtright Road
148	1.08	Mudtown Road
150	23.02	Medaugh Road

\* These properties are deemed to be less than the minimum size required for development as provided for in N.J.S.A. 40A:12-13(b)(5) and, as such, the adjoining property owners shall have the right of first refusal to purchase the property as provided for in the body of the ordinance. The Minimum Bid the Township will consider on any lot is \$500.00.