

Township of Lawrence
County of Mercer

Ordinance No. 2345-19

AN ORDINANCE OF THE TOWNSHIP OF LAWRENCE, COUNTY OF MERCER AUTHORIZING THE SALE OF CERTAIN PROPERTY (BLOCK 4103, LOT 9 AS SHOWN ON THE TAX MAP OF THE TOWNSHIP OF LAWRENCE) OWNED BY THE TOWNSHIP OF LAWRENCE, NOT NEEDED FOR PUBLIC USE PURSUANT TO N.J.S.A. 40A:12-1, ET SEQ.

WHEREAS, the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, et seq., authorizes the sale by municipalities of any real property, capital improvements or personal property, or interests therein, not needed for public use by sale in the manner provided by law; and

WHEREAS, the Township of Lawrence is the owner of certain real property as further set forth herein not needed for public use, and the Township Council has determined that it is in the best interest of the Township to sell the same at public auction to generate revenue, and reduce taxes and liabilities.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Lawrence, Mercer County, as follows:

Section 1. Block 4103, Lot 9 as shown on the Tax Map of the Township of Lawrence shall be offered for sale, pursuant to N.J.S.A. 40A:12-13, at public auction to the highest bidder. The public auction shall be held at the Township of Lawrence Municipal Building, or such other place as shall be designated by the Township, at a date to be set by the Township Clerk and published in accordance with the law.

Section 2. Notice of the public auction be published twice in a newspaper approved for legal publications, circulating within the Township, at least once a week during two consecutive weeks, one such publication not less than seven (7) days prior to such sale.

Section 3. The property sale shall be subject to the following terms:

- A. **No representations of any kind are made by the Township of Lawrence as to the condition of the property, said property being sold in its present condition "AS IS, WHERE IS". Additionally, the Township makes no representation as to the presence or absence of wetlands or any other environmental conditions on the property.**
- B. **The minimum bid for the property is \$200,000.00.**
- C. **The Township shall issue a Quitclaim Deed mutually acceptable in form and substance to both parties.**
- D. **The purchaser, at its sole discretion, shall have a right to conduct inspections of the property with satisfactory results within thirty (30) days of bid acceptance.**
- E. **The purchaser shall obtain a survey of the entire tract, which survey shall be at the purchaser's sole expense, in form and substance satisfactory to both parties; and said survey shall be certified to the Township.**

- F. The purchaser's receipt of title commitment with respect to the property, which said title commitment shall be at the purchaser's sole expense, stating that the Township has good, indefeasible and insurable fee simple title to the property, free and clear of all liens and encumbrances, except such matters as may be acceptable to the purchaser.
- G. It is understood that the Township's sale of the property, and the purchaser's acquisition of the same, shall be subject to applicable New Jersey law concerning disposition of municipal real property.

Section 4. The sale is made subject to such state of facts as an accurate survey may disclose, existing tenancies, rights of persons in possession, easements, conditions, covenants and restrictions, and other encumbrances of title that the Township Council may impose on any parcel at the time of sale, including, but not limited to, restrictions on the use to be made of such real property, capital improvements, or personal property and any conditions of sale as to buildings or structures, or as to the type, size, or other specifications of buildings or structures, and the time within such conditions shall be operative, or any other conditions of sale in like manner to the same extent as by any other seller.

Section 5. The sale is made subject to all applicable laws, ordinances, resolutions, rules, and regulations of the State of New Jersey and the Township of Lawrence.

Section 6. Should the title to the property prove to be unmarketable for any reason, the liability of the Township shall be limited to the repayment to the purchaser of the deposit and any portion of the purchase price paid, and shall not extend to any further costs, expenses, damages, or claims. Notice of any alleged defect in title or claim must be served by the purchaser upon the Township Clerk, in writing, no later than thirty (30) days after the sale is approved by the Township Council, failure upon the part of the purchaser to give written notice within said time shall be deemed conclusive proof that the purchaser accepts the title in its present condition.

Section 7. In addition to the following terms and conditions, successful bidders agree that the Township may impose the following conditions:

- A. Bidders shall deposit, by way of cash, certified check, or money order, the amount of \$20,000.00 [ten percent (10%) of minimum bid pursuant to N.J.S.A. 40A:12-13(d)] at the time the bid is submitted.
- B. The purchaser shall pay the following at the time of closing: (i) the balance of the purchase price; (ii) the cost of preparation of all legal documents including any special property description; and (iii) the prorated real estate taxes, utilities, water, and sewer for the balance of the current year as of the date of closing.
- C. The purchaser shall abide by all appropriate zoning, subdivision, site plan, health, and building regulations and codes, and shall agree and accept a stipulation that this sale will not be used as grounds to support any variance from these regulations.
- D. In the event the purchaser fails to close title, the purchaser shall forfeit to the Township any and all money deposited with the Township.
- E. 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 to the

existing assessment of the property, nor shall the purchase price be used as a comparable sales to challenge assessments with regard to other properties.

Section 8. The Township reserves the right to withdraw the offer of sale, and reject any and all bids.

Section 9. All sales are subject to the final approval of the Township Council. Parties interested in submitting bids and who require additional information should contact:

James F. Parvesse, PE, CME
Township Engineer
Township of Lawrence
P.O. Box 6006
Lawrenceville, NJ 08648

Section 10. The Mayor, Township Manager, Township Clerk, and Township Attorney are hereby authorized to execute all documents necessary for the conduct of this public auction and for the conveyance of the property listed herein, including, but not limited to, executing all contracts, Deeds, and other conveyance documents.

Section 11. Severability. If any article, section or part of this ordinance shall be declared to be unconstitutional, invalid or inoperative, in whole or in part, by a court of competent jurisdiction, no such determination shall be deemed to invalidate the remaining articles, sections or part of this ordinance.

Section 12. Repealer. All ordinances and all provisions thereof inconsistent with this ordinance or any part hereof are hereby repealed. Nothing in this ordinance is intended to limit inspections provided for by an applicable ordinances that may be in addition to the inspection provided for herein.

Section 13. Effect. This ordinance shall take effect twenty (20) days after adoption.

Adopted: December 3, 2019

RECORD OF VOTE

COUNCIL	AYE	NAY	PRESENT	ABSENT	ABSTAIN	MOVE	SECOND
Mr. Kownacki	X						
Ms. Lewis	X					X	
Mr. Powers				X			
Mr. Ryan	X						X
Mayor Bobbitt	X						