

RESOLUTION #17-137

RESOLUTION OF THE CITY OF WOODBURY AUTHORIZING THE SALE OF CERTAIN PROPERTY OWNED BY THE CITY OF WOODBURY, COUNTY OF GLOUCESTER, NEW JERSEY, NOT REQUIRED FOR PUBLIC PURPOSES PURSUANT TO N.J.S.A. 40A:12-139(a), *et seq.*

WHEREAS, the Local Lands and Building Laws, *N.J.S.A. 40A:12-13(a), 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 City of Woodbury is the owner of certain real property being Block 119, Lot 24.01 on the Tax Map of the City of Woodbury, commonly known as 71 Curtis Avenue, Woodbury, New Jersey, hereinafter (“71 Curtis Avenue”), not needed for public use, and the Mayor and Council have determined that it is in the best interest of the City to sell the same to generate revenue, reduce taxes and liabilities.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Woodbury in the County of Gloucester, State of New Jersey, as follows:

Section 1. 71 Curtis Avenue shall be offered for sale, pursuant to N.J.S.A. 40A:12-139(a) at a public auction to the highest bidder, subject to acceptance of such bid by resolution of Woodbury City Council which reserves the right to reject all bids where the highest bid is not accepted. The public auction shall be held at the City of Woodbury Municipal Building or such other place as shall be designated by the City at a date to be set by the City Clerk and published in accordance with law, subject to the terms and conditions set forth in the within resolution.

Section 2. The property sale shall be subject to the following terms:

A. That no representations of any kind are made by the City of Woodbury as to the condition of the property, said property is being sold in its present condition "as is". Additionally, the City makes no representation as to the presence or absence of wetlands or any other environmental conditions on the property.

B. That the City will execute a Bargain and Sale Deed.

C. That the Purchaser, at its sole expense, shall have a right to conduct environmental and other inspections of the property with results satisfactory to Purchaser

and its lender but must complete such inspections within thirty (30) days of bid acceptance.

D. That the Purchaser shall obtain a survey and meets and bounds description of the entire tract, which said survey and description will be at Purchaser's sole expense, in form and substance satisfactory to the City and the Purchaser; and said survey and meets and bounds description shall be certified to the City.

E. Purchaser's receipt of a title commitment, which said title commitment will be at Purchaser's sole expense, with respect to the property, to be obtained, stating that Seller has good, indefeasible and marketable fee simple title to the property, free and clear of all liens and encumbrances except such matters as may be acceptable to Purchaser or as otherwise provided for herein or public or private utility easements or rights-of-way.

F. It is understood that the Acquisition is subject to applicable New Jersey law concerning disposition of municipal real estate.

Section 3. This 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 any other encumbrances of title.

Section 4. The sale is made subject to all applicable laws and ordinances of the State of New Jersey and the City of Woodbury.

Section 5. Should the title to the property prove to be unmarketable for any reason, the liability of the City 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 on the City Clerk, by the Purchaser, in writing no later than thirty (30) days after the sale is approved by the Mayor and 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 6. The successful bidder agrees to the following conditions:

- A. To deposit cash, check or money order in an amount not less than 10% of the bid price at the time that the bid is submitted.
- B. To pay by the time of closing:
 - a. The balance of the purchase price.

- b. The cost of preparation of all legal documents including any special property description.
- c. The prorated real estate taxes, water and sewer charges and/or any and all other municipal or governmental assessments for the balance of the current year as of the date of closing.
- C. To abide by appropriate zoning, subdivision, health and building regulations and codes and stipulations that this sale will not be used as grounds to support any variance from these regulations.
- D. That in the event Purchaser fails to close title, Purchaser shall forfeit to the City of Woodbury any and all money deposited with the City.
- E. That the description of the property is intended as a general guide only and may not be accurate. No representations of any kind are made by the City of Woodbury as to the conditions of the property; the premises are being sold in their present conditions “as is”.
- F. The properties will be conveyed by a Bargain and Sale Deed and such conveyance shall be subject to all covenants, restrictions, reservations and easements established of record or by prescription and without representations as to character of title of the property to be conveyed.
- G. All sales are subject to the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.* and all rights reserved to the City by such law.
- H. 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.
- I. That the title shall close within 60 days of the City’s acceptance of a bid, and that date shall be considered time of the essence. The City reserves the right to require that two or more pieces of contiguous property under the same ownership, be merged and treated as one piece of property.
- J. Acceptance by City Council of the highest bid shall constitute a binding agreement of sale, and the purchaser shall be deemed to agree to comply with the terms and conditions of the sale herein contained.
- K. Bidder shall not be permitted to withdraw Bidder’s Bid without approval of City Council.
- L. The successful bidder shall be required to pay, at the time of closing of title, the cost of legal advertising of the sale of this property which is the

subject of this auction plus their proportionate cost of the transcript, if applicable.

- M. The successful bidder shall bear the cost of the recording of deeds and agree that deeds shall be recorded on behalf of the purchaser by the title company handling the closing or the Law Department of the City of Woodbury. The successful bidder, prior to closing of title, will not be permitted to assign his or her bid nor any right, title or interest in the property on which the bid was made without the prior approval of City Council which may be withheld at the City's sole discretion.
- N. This sale is also subject to the further condition that if the State of New Jersey or any upland owner has any rights or claims to the land being sold herein by reason of a riparian interest or otherwise, any charges which are levied or are to be so levied by the State of New Jersey or upland owner for said riparian interest or otherwise are to be borne by the purchaser, in addition to the sale price bid for said property.
- O. All prospective purchasers are put on notice that no employee, agent or officer of the City of Woodbury has authority to waive, modify or amend any of the conditions of sale.
- P. If the successful bidder was the sole or part owner of the property to be sold at the time the City acquired title by tax foreclosure, said bidder may not reacquire the property directly or indirectly without complying with the following conditions: Payment to the City at closing of title the difference, if any, between the total amount of taxes, plus interest and penalties, attorney's fees and costs, due at the time of the judgment of foreclosure was entered and the amount of the successful bid.
- Q. It is conclusively presumed that a bidder prior to making his or her bid has done the following: (a) checked the exact location, including the correct street address and lot size of the property on the Official Tax Maps which are available at the Assessor's Office; (b) checked the zoning restrictions to ascertain the legal use of property (this information can be obtained from the City Zoning Office); and (c) made a personal inspection of the property prior to bidding on a piece of property. Responsibility for failure to comply with the abovementioned conditions and guidelines will be fully assumed by the purchaser.
- R. A failure by the purchaser to fully comply with the terms, conditions, requirements and regulations of sale as herein contained shall be considered, at the option of the City of Woodbury, as a material breach of the conditions of sale whereupon the City of Woodbury may declare said contract or purchase terminated and at an end. All monies paid on behalf of the purchase price, by way of deposit or otherwise, may be retained by

the City as its liquidated damages and it may thereafter resell said property and/or pursue such other and further legal and/or equitable remedies as it may have and the defaulting purchaser shall continue to remain liable for all damages and losses sustained by the City of Woodbury by reason of any such default.

Section 7. The City reserves the right to withdraw the offer of sale and reject all bids if the highest bid is not accepted.

Section 8. All sales are subject to final approval by the Mayor and the City Council. Parties interested in submitting bids and who require additional information should contact:

Daneen Fuss, City Clerk
City of Woodbury
33 Delaware Street
Woodbury, New Jersey 08096

Section 9. If any section or provision of this Resolution shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Resolution, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

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

Section 11. This Resolution shall take effect immediately after final passage and publication in the manner provided by law.

ADOPTED at a regular meeting of the Mayor and City Council of the City of Woodbury on September 12, 2017.

CITY OF WOODBURY

By: _____
TRACEY PARKER, President of Council

Attest:

DANEEN D. FUSS, City Clerk

Council Member	Ayes	Nays	Abstain	Absent
Councilwoman Carter				
Councilman Fleming				
Councilman Johnson				
Councilman McIlvaine				
Councilwoman O'Connor				
Councilman Reddin				
Councilman Swanson				
Councilwoman Tierney				
Council President Parker				
Mayor Floyd				

I, Daneen D. Fuss hereby certify that the foregoing Resolution was adopted by the City Council, of the City of Woodbury, in the County of Gloucester and State of New Jersey at a meeting held on **September 12, 2017** at the Municipal Building, 33 Delaware Street, Woodbury, New Jersey 08096.

Daneen D. Fuss
City Clerk