

**RESOLUTION 2022-125**

**RESOLUTION AUTHORIZING THE SALE OF CERTAIN LAND IN THE BOROUGH OF CHESILHURST TO BE SOLD AT PUBLIC SALE WITH RIGHT(S) OF FIRST REFUSAL TO CONTIGUOUS PROPERTY OWNERS**

**WHEREAS**, the Borough of Chesilhurst (the "Borough") presently holds title to the lands and premises hereinafter more particularly described, referred to herein as the "Lot";

**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 improvement, or personal property no longer needed for public use;

**WHEREAS**, the Borough has determined that the Lot is less than the minimum size required for development under the Borough's zoning and land use regulations, and without any capital improvements thereon, and may therefore be offered for purchase to the owners of real property contiguous thereto pursuant to N.J.S.A. 12-13.2;

**WHEREAS**, it is deemed advisable to sell said property pursuant to N.J.S.A. 40A:12-13(a), and said lands and premises not being needed for any public purpose or any public use, with the right(s) of first refusal being offered to contiguous property owners as the Lot is undersized, pursuant to N.J.S.A. 40A:12-13.2;

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and Council of the Borough of Chesilhurst, County of Camden, State of New Jersey, that the lands and premises hereinafter described, be sold via a Public Auction at the **Municipal Building, 201 Grant Avenue, Chesilhurst, New Jersey on September 16, 2022 at 10:00 a.m.**;

**BE IT FURTHER RESOLVED THAT THE TRACT** shall be offered and sold as a single separate parcel at Public Auction, pursuant to N.J.S.A. 40A:12-13(a). The auction shall be by oral bid, and shall be subject to the conditions set forth hereinafter.

<b>PARCEL</b>	<b>LOCATION</b>	<b>MINIMUM BID</b>	<b>SIZE</b>
<b>Block 101, Lot 4</b>	<b>601 Edwards Avenue</b>	<b>\$1,500</b>	<b>100 x 150</b>

1. No bid less than the applicable above amount will be received or considered for each of the tracts.
2. Any person bidding upon the aforesaid lands and premises shall, by the act of such bidding accept these conditions of sale. Unless a bid shall exceed the bid immediately preceding it by at least One Hundred Dollars (\$100.00), it shall not be acceptable. The bid shall not be assignable without the written consent of the Borough. No bid shall be acceptable unless it is made orally. The Borough reserves the right to withdraw from sale any of said lands and premises for any reason whatsoever prior to the time said lands and premises are struck off to the successful bidder.
3. The above Lot shall be sold individually, and the highest bidder shall be subject to the approval of the Borough. As soon as the sale is concluded, the highest bidder shall sign the Agreement of Sale.
4. The bidding shall be kept open after the parcel is struck off, for in the event a purchaser fails to comply with any of the conditions of sale, the Borough may again immediately expose the parcel of land and premises for sale, subject to these conditions.
5. The successful bidder for the said tract shall be required to immediately pay ten percent (10%) of the amount of his/her bid, in cash or by certified check and to sign an Agreement of Sale incorporating all conditions by reference.

6. The successful bidder for each said tract shall, within thirty (30) days after the date of sale, pay to the Chief Financial Officer at the Municipal Building, the balance of the purchase price due in cash or by certified check.
7. A Bargain and Sale deed for each tract will be prepared by the Borough Solicitor, executed by the proper Borough Officials and recorded by said Solicitor at the expense of the purchaser who will also be required to pay all legal and advertising costs. Said deed will be delivered to the purchaser upon being returned by the Register of Deeds. Title Insurance shall be at the expense of the buyer. Conveyance shall be by metes and bounds description supplied by the Borough. Any required subdivision shall be done at the sole expense of the bidder.
8. Unless otherwise agreed upon, each said tract settlement must be made within thirty (30) days after the date of sale at the office of the Borough Solicitor, at which time the purchaser will be required to sign a settlement statement and pay the charges aforesaid in cash.
9. In the event the Borough shall be unable to deliver a good marketable title, the purchaser shall not have the right to sue for damages, expenses or specific performances, but shall be entitled to a return of the deposit or any part paid on account of the purchase price, if the same has been paid in full, nor shall the delivery of the deed by the Borough and the acceptance of the same by the purchaser entitle the purchaser to any actions, suits, or demands, in the event the deed does not convey a good marketable title, but the purchaser shall be entitled to a return of the full amount of the consideration paid.
10. In the event the purchaser shall fail to make settlement as herein provided, the deposit paid shall be forfeited as herein provided, the deposit paid shall be forfeited as liquidated damages and not as a penalty.
11. The Borough reserves the right to reject any and all bids.
12. The purchaser shall agree to pay taxes on the aforesaid lands and premises a sum equal to the proportionate amount of taxes that would have been due against the same, at the current tax rate, using as a valuation the current valuation reflected by the Borough's records. Purchasers also agree to pay all settlement costs, including those normally charged to seller.
13. Use of the lands and premises shall be subject to the Borough's Land Development Ordinance, and any other applicable ordinances and/or local, State, and Federal laws and regulations.
14. Any improvements constructed on the premises and the contents thereof shall be conveyed in "as is" condition. The Borough makes no warranties, express or implied, as to any part or position of said improvements or any equipment contained therein.
15. Time shall be of the essence.
16. Other terms of sale may be announced at the time of sale.

**BE IT FURTHER RESOLVED THAT PRIOR TO** the Public Auction procedure described above, the right of first refusal for the Lot shall be offered to any applicable contiguous property owners, in accordance with N.J.S.A. 40A:12-13.2. The right of first refusal shall be offered in accordance with the following:

1. Written notice of said right(s) of first refusal shall be offered to any applicable contiguous property owners, which shall include a copy of this Resolution.
2. Contiguous property owners shall be permitted to **submit one (1) sealed** bid for the Lot, **which shall not be lower than the minimum bid price**, as set forth in this Resolution.
3. The sealed bids for the Lot must be **received by the Borough Clerk no later than July 28, 2022 at 12:00 noon.**

4. The Lot shall be sold to the contiguous property owner who submits the highest bid. The Borough shall advise the highest bidder within seven (7) days that he or she is the highest bidder.
5. The above terms, rights, obligations, conditions shall be applicable to any sale(s) to a contiguous property owner.
6. Within seven (7) calendar days of receiving notice that he or she is the successful bidder, the successful bidder for an individual Lot shall be required to pay ten percent (10%) of the amount of his/her bid, in cash or by certified check, and to sign an Agreement of Sale incorporating all conditions by reference.

**BE IT FURTHER RESOLVED** that the Borough Clerk be and she is hereby authorized to publish notice of sale in accordance with the laws of the State of New Jersey.

**BE IT FURTHER RESOLVED** that the Mayor and/or her designee, along with the Borough Solicitor, on behalf of the Borough, shall be authorized to take all steps necessary and legally required to conclude and close the sale of the Lot described above.

This Resolution shall take effect immediately upon final passage, approval, and publication, as provided by law.

ADOPTED: July 7, 2022

BOROUGH OF CHESILHURST

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Hon. Jamila Bremmer, MAYOR

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Gloria Rose, BOROUGH CLERK