

ORDINANCE
TOWNSHIP OF FRANKLIN
AUTHORIZING THE SALE OF CERTAIN PROPERTY OWNED BY THE
TOWNSHIP AND NOT REQUIRED FOR PUBLIC PURPOSES
O - 1 - 11

WHEREAS, the Local Lands and Buildings Law, N.J.S.A. 40A:12-13 authorizes the sale by municipalities of any real property, capital improvements or personal property or interests therein, not needed for public use by public sale to the highest bidder after the required newspaper advertisement; and

WHEREAS, the Township of Franklin is the owner of certain real property listed on Schedule A attached hereto; and

WHEREAS, said property is not needed for public use, and the Township Committee has decided it is in the best interest of the Township to sell said property;

NOW, THEREFORE, BE IT ORDAINED, by the Township Committee of the Township of Franklin, County of Gloucester, State of New Jersey that

1. The property identified on Schedule A attached hereto shall be offered for public sale to the highest bidder pursuant to N.J.S.A. 40A:12-13. Bids shall be received no later than Monday, **October 17, 2011** at 12:00 noon in the Township Clerk's Office, Franklin Township Municipal Building located at 1571 Delsea Drive, Franklinville, New Jersey. All bids shall be submitted in a sealed envelope and marked LAND SALE along with the Block and Lot on the outside of the envelope. Public Law 1991, c. 441, as amended, (N.J.S.A. 40A:21-1 et seq.) enables qualified Municipalities to exempt from local property taxes, certain industrial and commercial improvements and projects; and

2. The property on Schedule A attached hereto shall be sold subject to the following terms and conditions:

(a) There is no minimum price listed for the properties to be sold; however, the Township reserves the right to reject any bid.

(b) The sale shall be made, after legal advertisement of this Ordinance, and shall be to the highest bidder;

(c) The Township does not warrant or certify title to any of the properties and in no event shall the Township be liable for any damages to the purchaser or successful bidder if title is found to be unmarketable for any reason and the successful bidder therefore waives any and all right in damages or by way of liens against the Township of Franklin. The sole remedy being the right to receive a refund prior to closing of the ten percent (10%) deposit paid in the event title is found to be imperfect;

(d) The property is sold subject to the rights of adjoining property owners and any other rights or restrictions of record;

(e) If any of the properties on attached Schedule A are non-conforming, the successful bidder therefore will be required to merge the lot with the bidder's existing contiguous lot by Deed at the time of closing with the Municipality. Non-conforming lots can only be purchased by contiguous property owners;

(f) Acceptance 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;

(g) The purchaser shall be required to pay upon the acceptance of the purchaser's bid ten percent (10%) of the bid, in cash or check; said payment shall be returned to the purchaser without interest if the title to said property is legally determined

to be unmarketable, providing a claim is made by the bidder therefore within forty-five (45) days after the auction sale;

(h) A Quit Claim Deed without covenants will be delivered at the office of the Township Clerk on or before forty-five (45) days after the date of the sale at which time and place the balance of the purchase price shall be required to be paid in cash or certified check. The Mayor and Clerk are hereby authorized to execute said Deed;

(j) The purchaser shall pay to the Township the cost of the preparation of the Deed of Conveyance;

(k) The property will be sold subject to 2011 taxes, pro-rated from the date of sale;

(l) The Township Committee does hereby reserve the right to withdraw this offer to sell, or upon completion of the bidding to accept or reject any or all bids for said property or to waive any informality in relation thereto.

(m) The Township offers no warranty as to any environmental conditions which may exist on any of said properties. All real property may be subject to the provisions of ISRA (Industrial Site Recovery Act), CERCLA (Comprehensive Environmental Response, Compensation and Liability Act, commonly known as Superfund) or other environmental laws or regulations. Further, the Township makes no representations as to the development potential or physical condition of the property.

BE IT FURTHER ORDAINED, that this Ordinance shall take effect immediately upon its final passage, adoption and publication provided by law.

ATTEST:

TOWNSHIP OF FRANKLIN

CAROLYN K. TOY, CLERK

JOSEPH C. PETSCH, DEPUTY MAYOR

CERTIFICATION

I, Carolyn K. Toy, Clerk of the Township of Franklin, in the County of Gloucester, do hereby certify that the foregoing to be a true and correct copy of an Ordinance introduced by the Township Committee of the Township of Franklin at a meeting held on Tuesday, February 22, 2011, was reintroduced on August 9, 2011, with a subsequent second public reading to be held on September 27, 2011 at which time any person interested therein will be given an opportunity to be heard.

CAROLYN K. TOY, CLERK

CERTIFICATION

I, Carolyn K. Toy, Clerk of the Township of Franklin, in the County of Gloucester, do hereby certify that the foregoing Ordinance was adopted by the Township Committee of the Township of Franklin on Tuesday, September 27, 2011.

Carolyn K. Toy, Clerk

Roll Call:

Atkinson yes Pfrommer-yes Ciancaglini-yes Petsch-yes

Dougherty - absent