

**ORDINANCE OF THE TOWNSHIP OF LAKEWOOD,
COUNTY OF OCEAN, STATE OF NEW JERSEY,
AUTHORIZING THE PUBLIC SALE OF BLOCK 443
LOT 1, IN THE TOWNSHIP OF LAKEWOOD,
COUNTY OF OCEAN, STATE OF NEW JERSEY, AT
OPEN PUBLIC SALE PURSUANT TO N.J.S.A.
40A:12-1 ET SEQ.**

WHEREAS, the Township of Lakewood is the owner of real property known as Block 443 Lot 1, in the Township of Lakewood, County of Ocean, State of New Jersey (collectively the "Properties"); and

WHEREAS, the Property is vacant and the size and zone are as follows:

<u>Block</u>	<u>Lot</u>	<u>Size</u>	<u>Zone</u>
BLOCK 443	LOT 1	32,000 sq. ft.	RM

WHEREAS, the Property has been valued by the Lakewood Township Tax Assessor for public sale; and

WHEREAS, The Township Tax Assessor has valued the Properties as follows:

<u>Block</u>	<u>Lot</u>	<u>Value</u>
BLOCK 443	LOT 1	\$600,000.00

WHEREAS, the Township Committee of the Township of Lakewood, County of Ocean, State of New Jersey, has determined that the Property is well suited for use by a non-profit 501(c)(3) registered entity, and does not hold any intrinsic value for public use; and the sale of the Property will return the Property to the tax rolls of the Township of Lakewood; and it is in the best interests of the Township of Lakewood to offer the Property for sale by open public auction to the highest bidder; and

WHEREAS, to accomplish the stated goal of utilizing the property for non-profit 501(c)(3) purposes, the Deed conveying the property shall contain the following language regarding the Township's Right of Reverter; however, the Township shall waive same to permit institutional mortgage financing, in the following fashion:

Purchaser agrees that the property shall remain in a non-profit ownership and non-profit use in perpetuity

and the deed must be recorded within 30 days of closing or title to the property shall automatically revert back to the Township of Lakewood without the necessity of entry or re-entry. The Township hereby releases its right of reverter in the premises to any institutional mortgage made or any such subsequent mortgage by the purchaser to any institutional lender and also with regard to any mediation with regard to said mortgage. So long as the mortgage on the premises from the purchaser to any lender is in full force and effect, the Township's right of reverter to the premises shall be released as to any and all rights and interest of the lender in the premises under the mortgage including all of the lender's rights to enforce its lien on the premises pursuant to the mortgage, including foreclosure and sheriff's sale to a third party if necessary. This agreement shall be for the benefit of the institutional lender its successors and assigns and no other purpose and shall remain in full force and effect so long as the mortgage remains unsatisfied and of record.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Lakewood, County of Ocean, State of New Jersey as follows:

SECTION 1. The Township of Lakewood in the County of Ocean is the owner of the following land located within the Township of Lakewood (hereinafter referred to as the "Property"):

Block 443, Lot 1, currently vacant land containing approximately 0.73 acres in the RM Zone on Tax Assessment Sheet 87.

SECTION 2. The Township Committee has determined it to be in the public interest to sell said Property by open public sale at auction to the highest bidder in accordance with NJ.S.A. 40A: 12-13(a).

SECTION 3. The Township Committee declares the Property to be surplus and not needed for public use.

SECTION 4. The following conditions for the sale of the Property apply:

- (a) The minimum bid for the Properties shall be \$600,000.00.
- (b) The highest bidder will be the purchaser, subject to the provisions

below.

(c) The Township will only accept bids calling for an all cash purchase of the Property. Full payment of the purchase price must be received within 30 days of the date of the acceptance of the bid. The successful bidder will be required to pay, by either cash, wire transfer or bank check, a deposit equal to ten (10%) percent of minimum price of the bid at the close of bidding, with the balance to be paid by either cash, wire transfer or bank check at closing. Pending closing of title, this deposit will be held by the Township of Lakewood in a non-interest bearing escrow account, with the total deposit (excluding interest) to be credited to the purchase price at closing.

(d) The sale of the Property is being made subject to the terms, conditions, restrictions and limitations of a Contract of Sale, which is on file with the Municipal Clerk, including but not limited to the following terms and conditions:

- 1) The Property will be deed restricted for use by a non-profit 501(c)(3) entity as set forth above.
- 2) The Property is being sold in an "AS IS" WHERE-IS" condition. The successful bidder is responsible for conducting any and all inspections and testing of the Property at its own cost and expense.
- 3) The Property is being sold subject to existing zoning; however, prospective bidders should be aware that the Township has adopted a Smart Growth Plan which could require future changes in zoning for the Property. A copy of the Smart Growth Plan can be reviewed in the office of the Township Clerk.
- 4) The successful bidder shall bear the burden of paying any and all required sewer service and/or connection fees associated with the use of the Property.
- 5) The successful bidder shall pay prorated real estate taxes for the balance of the current year as of the date of closing of title.
- 6) The successful bidder shall bear the burden of obtaining any and all approvals from the appropriate municipal, county or government agency, if applicable. The successful bidder shall also bear the burden of obtaining and paying for any and all necessary permits, connections and/or arrangements to provide for water, electric, sewer, or solid waste disposal.
- 7) The closing of title to the Property is "TIME OF THE ESSENCE" and must take place within 30 days of the date of acceptance of the bid and the failure of the successful bidder to close title as agreed shall result in

- the successful bidder's forfeiture of any and all money deposited with the Township.
- 8) The purchaser(s) shall pay the cost of recording fees.
 - 9) The purchaser(s) shall pay any and all realty transfer and "mansion" taxes assessed in connection with the sale of the Property.
 - 10) With respect to the sale of the Property herein, NO real estate commission is owed.
 - 11) No representation is made by the Township as to the utility, usability or environmental condition of the Property.

(e) All bids must satisfy any requirements and meet any terms and conditions of the Contract of Sale. The successful bidder will execute the Contract upon completion of bidding and its payment of the required deposit. To execute the Contract, the bidder shall properly execute the Contract in the signature spaces at the end. Failure to execute the Contract properly shall not affect the obligation of the successful bidder or the validity of the sale. The deed given by Lakewood Township for the Property will be a bargain and sale deed without covenants. No title contingencies or conditions are permitted.

(f) In the event that the successful bidder fails to close title to the Property, the bidder shall forfeit all deposit monies made to the Township. No refunds whatsoever will be made by the Township of Lakewood in the event that the successful bidder fails to complete the purchase of the Property within thirty (30) days from the acceptance of the bid.

(g) The sale shall be subject to adjournment or cancellation by the Township Committee.

(h) Bidders may bid on the Property until the auctioneer strikes a final bid on the Property. The highest bid when struck will be the purchase price for the Property.

(i) The Township reserves the right to accept the highest responsive bid if equal to or greater than the minimum bid price, or to reject all bids at the public sale and not to award to the highest bidder. The Township reserves the right to waive any and all defects and informalities in any proposal, and to accept or reject the highest responsive and responsive bid deemed to be in the best interest of the Township.

(j) The Township's acceptance or rejection of bids shall be made not later than at the second regular Township Committee meeting following the auction. No bid shall be considered finally accepted until passage by the Township Committee of a Resolution accepting such bid.

(k) The Property is being sold "AS IS" "WHERE IS." The Property is sold subject to existing encumbrances, liens, easements, zoning ordinances, other restrictions of record, such facts as an accurate survey would reveal and any present or future assessments for the construction of improvements benefiting the Property. A survey of the Property may be conducted by any prospective bidder, at its discretion, as part of its due diligence.

(l) Any material prepared and distributed in connection with this auction sale is for convenience purposes only and is intended to give prospective bidders a general understanding of the condition, location and size of the Property. The Township of Lakewood is not responsible for errors that may appear in such materials. Each prospective bidder is urged to thoroughly research and examine the Property prior to placing a bid. The Property will be available for inspection by appointment only. Prospective bidders desiring to inspect the Property should contact Kathryn Hutchinson, Township Clerk at (732) 364-2500 ext. 5970 between the hours of 9:00 a.m. and 3:00 p.m. to make an appointment.

(m) It is suggested and recommended that potential bidders perform title searches and/or last owner and lien searches on the properties that they are interested in bidding upon prior to the date of bid submission in order that the potential bidder may be adequately apprised of any encumbrances or restrictions of record affecting the use and enjoyment of the property or properties. It is further suggested and recommended that potential bidders exercise due diligence with respect to every state of facts including open permits, local fines, penalties, taxes, assessments, etc., which may not be of record but which may nonetheless affect the use and enjoyment of the property or properties. The Township of Lakewood shall not be responsible for the costs associated with such searches in the event that the Township of Lakewood is unable to convey title and/or if a bid is rejected

SECTION 5. That all Ordinances or parts of Ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

SECTION 6. If any section, subsection, paragraph, sentence or any part of this Ordinance is adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remainder of this Ordinance not directly involved in the controversy in which such judgment shall have been rendered.

SECTION 7. This Ordinance shall take effect upon final passage and publication in accordance with law.

NOTICE

PUBLIC NOTICE is hereby given that the foregoing Ordinance was introduced at a meeting of the Township Committee of the Township of Lakewood, in the County of Ocean and State of New Jersey on the **31st day of August, 2017**, and was then read for the first time. The said Ordinance will be further considered for final passage by the Township Committee in the Town Hall at 7:30 p.m. on **September 14, 2017**. At such time and place or any time or place to which said meeting may be adjourned, all persons interested will be given an opportunity to be heard concerning said Ordinance.

Kathryn Hutchinson, RMC
Township Clerk