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Reading

TOWNSHIP OF WEST DEPTFORD ORDINANCE 2013-05
AN ORDINANCE AUTHORIZING THE PRIVATE SALE OF PROPERTY KNOWN
AS BLOCK 263, LOT 10 ON THE OFFICIAL TAX MAP OF THE TOWNSHIP OF WEST
DEPTFORD PURSUANT TO N.J.S.A. 40A:12-13(b)(5)

WHEREAS, the Local Lands and Building Law, N.J.S.A. 40A:12-13 et seq., authorizes the sale by municipalities of any real property, capital improvements, or personal property, or interest therein, not needed for public use by sale in the manner provided by law; and

WHEREAS, the Township of West Deptford is the owner of certain land and premises within the Township known as Block 263, Lot 10 on the Official Tax Map of the Township; and

WHEREAS, the Mayor and Township Committee of the Township of West Deptford have determined that said land is no longer needed for public use; and

WHEREAS, said land is less than the minimum size for development as per the Township zoning ordinance and contains no capital improvements; and

WHEREAS, the Township desires to make available said property for private sale pursuant to N.J.S.A. 40A:12-13(b)(5); and

WHEREAS, pursuant to N.J.S.A. 40A:12-13(b)(5) and N.J.S.A. 40A:12-13.2, the Township solicited offers for the purchase of the property from contiguous property owners; and

WHEREAS, one offer in the amount of \$3,900.00 was received from George and Nancy Bowen for Block 263, Lot 10; and

WHEREAS, the Township desires to authorize the private sale of Block 263, Lot 10 to George and Nancy Bowen for \$3,900.00; and

NOW, THEREFORE, BE IT ORDAINED, by the governing body of the Township of West Deptford as follows:

SECTION 1. The Township hereby authorizes the private sale in accordance with N.J.S.A. 40A:12-13(b)(5) of Block 263, Lot 10 to George and Nancy Bowen for the total sale

price of Three Thousand Nine Hundred Dollars (\$3,900.00) subject to the terms and conditions set forth below.

SECTION 2. The sale of the property is subject to the following conditions:

- A. Buyers shall submit to the Township upon request, a copy of the deed for the contiguous property;
- B. Buyers shall pay at the time of closing:
 - i. The balance of the purchase price
 - ii. All costs associated with the sale of the property, including but not limited to, the cost of preparation of all legal documentation, survey(s), any title work, cost of advertisement of the sale and the cost of recording the deed, which deed shall be recorded on behalf of the purchaser by the Township Solicitor.
 - iii. Prorated real estate taxes for the balance of the current year as of the date of the closing.
- C. Buyers shall abide by the appropriate zoning, subdivision, health and building regulations, and stipulate that this sale will not be used as grounds to support any variance from said regulations.
- D. Buyers shall forfeit to the Township of West Deptford any and all money deposited with the Township if they fail to close title as agreed.
- E. Buyers shall merge the properties conveyed with the buyer's existing lot to create one tax lot and agree with the imposition of a deed restriction on the property prohibiting further subdivision of the resulting merged lot, except that if the property is purchased jointly by two adjacent property owners, said

property may be subdivided (subject to Planning Board approval) and merged with each of the contiguous properties.

- F. The descriptions of the properties are intended as a general guide only and may not be accurate. NO REPRESENTATIONS OF ANY KIND ARE BEING MADE BY THE TOWNSHIP OF WEST DEPTFORD AS TO THE CONDITIONS OF THE PROPERTY, SAID PREMISES ARE BEING SOLD IN ITS PRESENT CONDITION "AS IS."
- G. That should the title to the properties prove to be unremarkable for any reason, the liability of the Township shall be limited to the repayment to the purchaser of the amount of deposit and any portion of the purchase price paid, and shall not extend to any further costs, expense, damages, or claims. Notice of any alleged defect in the title or claim of unremarkability must be served on the Township Clerk, by the purchaser, in writing no later than thirty (30) days after the sale is approved by the Mayor and the Township Committee. 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.
- H. That the Township represents that all the properties set forth herein are non-conforming lots in accordance with the existing zoning ordinance requirements. A clause in the deed of conveyance from the Township from the successful bidder will essentially state: "The property conveyed herein shall merge with the contiguous property presently owned by the Grantee. The merged lots will not be subject to future subdivision, except that if the

property is purchased jointly by two adjacent property owners, said property may be subdivided (subject to Planning Board Approval) and merged with each of the contiguous properties.”

- I. That the sale is made subject to all applicable laws and ordinances of the State of New Jersey and the Township of West Deptford.
- J. That no employee, agent or officer of the Township of West Deptford has any authority to waive, modify or amend any of the conditions of sale.
- K. That the Township shall convey the property by a Quitclaim Deed unless an adequate title binder, sufficient in the sole discretion of the Township Solicitor, which is prepared at the expense of the purchaser, by a title company licensed to do business in the State of New Jersey, is forwarded to the Township prior to the conveyance, in which case a Bargain and Sale Deed with Covenants against Grantors Acts will be the form of conveyance.

SECTION 3. The Township Clerk is hereby authorized and directed to proceed to advertise this sale and take all steps necessary to effectuate the purpose of this Ordinance.

SECTION 4. The Township reserves the right to withdraw the offer of sale and reject any and all bids.

SECTION 5. All Ordinances of the Township of West Deptford which are inconsistent with the provisions of this Ordinance are hereby repealed as to the extent of such inconsistency.


SECTION 6. If any section, subsection clause, or phrase of this Ordinance is for any reason held to be unconstitutional or invalid by any Court of competent jurisdiction, such decision shall not affect the remaining portion of the Ordinance.

BE IT FURTHER ORDAINED that this Ordinance shall take effect immediately upon passage and publication as required by law.

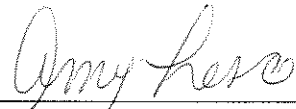
TOWNSHIP OF WEST DEPTFORD

By: 
Ray Chittall, Mayor

ATTEST:


AMY LESO, Township Clerk, RMC

PLEASE TAKE NOTICE that the foregoing Ordinance of the Township of West Deptford was passed on second reading by the Township Committee at its meeting on June 20th, 2013, held at the Municipal Building located at 400 Crown Point Road, Thorofare, New Jersey, after a public hearing was held thereon. Copies of the Ordinance are available for inspection in the Office of the Township Clerk.



AMY LESO, RMC Township Clerk