

**ORDINANCE # 13-10**

**ORDINANCE AUTHORIZING THE SALE OF BOROUGH-OWNED  
PROPERTY NO LONGER NEEDED FOR PUBLIC USE**

**WHEREAS**, the Borough of Jamesburg (the “Borough”) is the owner of certain real property situated in the Borough of Jamesburg and known as Block 47.10, Lots 31 and 32, on the Official Tax Map of the Borough of Jamesburg; and

**WHEREAS**, the real property is less than the minimum size required for development under the municipal zoning ordinance and is without any capital improvements thereon; and

**WHEREAS**, the Borough has determined that the aforesaid real property is no longer needed for public use and desires to sell the aforesaid real property by private auction among all contiguous property owners in accordance with the procedures authorized by N.J.S.A. 40A:12-13(b)(5);

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED**, by the Mayor and Council of Jamesburg as follows:

**Section 1.**

- A. Pursuant to the aforementioned statute, an auction in accordance with the provisions of N.J.S.A. 40A:12-13(b) will be held among the owners of Block 47.10, Lots 31 and 32 at a date and time to be set by the Borough Administrator, which date shall be not less than 30 days following final adoption of this Ordinance.
- B. Said lot owners shall be notified by certified mail at least (2) two weeks prior to said auction.
- C. In accordance with the provisions of N.J.S.A. 40A:12-13(b), offers for the purchase of Block 47.10, Lots 31 and 32 may be made to the Borough through the office of the Borough Administrator for a period of 20 days following advertisement of this finally adopted Ordinance, by any prospective purchaser, real estate broker or other authorized representative. In the event that any such offers are received, the governing body may reconsider this Ordinance, not later than 30 days after its enactment, and advertise the property in question for public sale pursuant to N.J.S.A. 40A:12-13(a).
- D. The Mayor and Borough Clerk are hereby authorized to execute all documents

necessary for the conduct of this auction and for conveyance of said property to the highest bidder, subject to the provisions of Paragraph E below.

- E. Acceptance of any bid to purchase the said property shall be subject to the final approval of the Borough Council by Resolution at the next regularly scheduled Council meeting following the conclusion of all bidding. The Borough Council reserves the right to reject all bids where the highest bid is not accepted.
- F. That the highest bidder shall enter into a Contract of Sale with the Borough, a form of which is annexed hereto as Exhibit A.

**Section 2.** This Ordinance shall take effect upon its passage and publication as provided by law.

**ORDINANCE #13-10**

ORDINANCE AUTHORIZING THE SALE OF BOROUGH OWNED PROPERTY NO LONGER  
NEEDED FOR PUBLIC USE

**RECORD OF VOTE**

FIRST READING DATE: 04 / 14 / 10

COUNCIL	MOTION	VOTE
Busco		Y
Carpenter	1 <sup>st</sup>	Y
Deans		Y
Longo		AB
Ludas	2 <sup>nd</sup>	Y
Newton		Y

DATE PUBLISHED IN THE CRANBURY PRESS: April 23, 2010

DATE PUBLIC HEARING HELD: May 12, 2010

DATE SECOND READING HELD: May 12, 2010

COUNCIL	MOTION	OPEN	MOTION	CLOSE	MOTION	ADOPT
Busco			x			
Carpenter		x				
Deans	x					
Longo				x		
Ludas					x	
Newton						x

Y=YES      N=OPPOSED    A=ABSTAINED      AB=ABSENT

PRESENTED TO MAYOR:

APPROVED \_\_\_\_\_

REJECTED \_\_\_\_\_ (VETO)

\_\_\_\_\_  
MAYOR ANTHONY LAMANTIA

I do hereby certify that the foregoing is a true  
and exact copy of an Ordinance adopted and  
approved by the Mayor and Council of the  
Borough of Jamesburg.

\_\_\_\_\_  
Amy Antonides, RMC/CMC  
Municipal Clerk

## CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on \_\_\_\_\_ 2010,

BETWEEN

BOROUGH OF JAMESBURG

whose address is 131 Perrineville Road, Jamesburg, New Jersey 08831

referred to as the Seller,

AND

whose address is \_\_\_\_\_

referred to as the Buyer,

**1. Purchase Agreement.** The Seller agrees to sell and the Buyer agrees to buy the property described in this contract.

**2. Property.** The property to be sold consists of (a) the land and all the buildings, other improvements and fixtures on the land; (b) all of the Seller's rights relating to the land; and (c) all personal property specifically included in this contract. The real property to be sold is the following property located in the **Borough of Jamesburg**, County of Middlesex and State of New Jersey. It is shown on the municipal tax map as:

**Block 47.10, Lots 31 and 32 – commonly known as Jamesburg, NJ 08831**

**3. Purchase Price.** The purchase price is \$ \_\_\_\_\_ (\_\_\_\_\_ 00/100 Dollars).

**4. Payment of Purchase Price.** The Buyer will pay the purchase price as follows:

Deposit advanced at the time of bidding (10% deposit) \_\_\_\_\_ \$

At closing of title, in cash or by certified  
or bank cashier's check (subject to adjustment at closing) \_\_\_\_\_ \$

**5. Deposit Moneys.** All deposit moneys, if any, will be held in trust by the Seller's attorney until closing of title and delivery of deed.

**6. Mortgage Contingency.** The Buyer represents that it has sufficient cash to purchase the Property. There is no mortgage contingency.

**7. Time and Place of Closing.** The closing date cannot be made final at this time. The Buyer and Seller agree to make forty-five (45) days after this Agreement is signed by Buyer and Seller, the estimated date for the closing. Both parties will fully cooperate so the closing can take place on or before the estimated date. The closing will be held at the offices of the Buyer's attorney. **Buyer shall be responsible for all closing costs.**

**8. Transfer of Ownership.** At the closing, the Seller will transfer ownership of the property to the Buyer. The Seller will give the Buyer a properly executed deed and an adequate affidavit of title. If the Seller is a corporation, it will also deliver a corporate resolution authorizing the sale.

**9. Type of Deed.** A deed is a written document used to transfer ownership of property. In this sale, the Seller agrees to provide and the Buyer agrees to accept a deed known as a bargain and sale deed with covenants against grantor's acts.

**10. Physical Condition of the Property.** The property is being sold "as is". The Seller does not make any claims or promises about the condition or value of any of the property included in this sale. The Buyer has inspected the property and relies on this inspection and any rights which may be provided for elsewhere in this contract.

**11. Environmental Inspections.** The property conveyed is vacant land. The Buyer is permitted to have environmental inspections of the property. If the Buyer chooses to have these inspections, the inspections must be completed and the Seller notified of its results within 30 days of the signing of this contract by all parties. The Buyer will pay for these inspections. If contamination or other environmental hazard is found, the Seller will be given 10 days to agree to correct the defect or contamination before the closing. Environmental contaminants shall be defined as the presence of hazardous substances which must be removed pursuant to federal, state or local law and/or which render the premises uninhabitable. If the Seller refuses or fails to respond within the 10-day period, the Buyer may cancel this contract.

**12. Property Lines.** The Seller states that to the best of their knowledge, all buildings, driveways and other improvements on the property are within its boundary lines. No improvements on adjoining properties extend across the boundary lines of this property.

**13. Ownership.** The Seller agrees to transfer and the Buyer agrees to accept ownership of the property free of all claims and rights of others, except for:

- (a) the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, the part of the property next to the street or running to any house or other improvement on the property;
- (b) recorded agreements which limit the use of the property, unless the agreements:
  - (1) are presently violated;
  - (2) provide that the property would be forfeited if they were violated; or
  - (3) unreasonably limit the normal use of the property;
- (c) all items included in Schedule A as part of the description of the property

In addition to the above, the ownership of the Buyer must be insurable at regular rates by any title insurance company authorized to do business in New Jersey subject only to the above exceptions.

**14. Correcting Defects.** If the property does not comply with paragraphs 12 or 13 of this contract, the Seller will be notified and given 30 days to make it comply. If the property still does not comply after that date the Buyer may cancel this contract or give the Seller more time to comply.

**15. Cancellation of Contract.** If this contract is legally and rightfully cancelled, the Buyer's deposit shall be returned and the parties will be free of liability to each other. If the contract is cancelled in accordance with paragraphs 14, the Seller shall pay the Buyer for title and survey costs, not to exceed \$ 500.00.

**16. Breach of Contract.** If either party voids the contract for any reason other than those specifically provided for under paragraphs 12 through 15 as set forth above, then that party shall be deemed in breach, and the non-breaching party's remedy shall be cancellation of the within Agreement.

**17. Adjustments at Closing.** The Buyer and Seller agree to adjust the following expenses as of the closing date: taxes, municipal water charges, sewer charges, if applicable. The Buyer or the Seller may require that any person with a claim or right affecting the property be paid off from the proceeds of the sale.

**18. No Brokers/Realtors.** Both Buyer and Seller represent and warrant that they have not dealt with any broker or realtor in connection with this sale. Buyer and Seller agree to indemnify and hold the other harmless from and against all liabilities, claims, damages, or expenses, including attorneys' fees, pertaining to any broker with whom the Buyer and Seller have dealt. This provision shall survive the closing.

19. **Notices.** All notices under this contract must be in writing. Acceptable delivery of notice shall include notice to the other party's attorney by telefax and regular mail, except that notices making time of the essence must be served by certified mail, return receipt requested.

20. **Parties Liable.** This contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities.

21. **MEGAN'S LAW STATEMENT:**

**UNDER NEW JERSEY LAW, THE COUNTY PROSECUTOR DETERMINES WHETHER AND HOW TO PROVIDE NOTICE OF THE PRESENCE OF CONVICTED SEX OFFENDERS IN AN AREA. UPON CLOSING, THE COUNTY PROSECUTOR MAY BE CONTACTED FOR SUCH FURTHER INFORMATION AS MAY BE DISCLOSABLE TO YOU.**

22. **NOTICE ON OFF-SITE CONDITIONS:**

**PURSUANT TO THE NEW JERSEY RESIDENTIAL CONSTRUCTION OFF-SITE CONDITIONS DISCLOSURE ACT, P.L. 1995, C. 253, THE CLERKS OF MUNICIPALITIES IN NEW JERSEY MAINTAIN LISTS OF OFF-SITE CONDITIONS WHICH MAY AFFECT THE VALUE OF RESIDENTIAL PROPERTIES IN THE VICINITY OF THE OFF-SITE CONDITION. PURCHASERS MAY EXAMINE THE LISTS AND ARE ENCOURAGED TO INDEPENDENTLY INVESTIGATE THE AREA SURROUNDING THIS PROPERTY IN ORDER TO BECOME FAMILIAR WITH ANY OFF-SITE CONDITIONS WHICH MAY AFFECT THE VALUE OF THE PROPERTY. IN CASES WHERE A PROPERTY IS LOCATED NEAR THE BORDER OF A MUNICIPALITY, PURCHASERS MAY WISH TO ALSO EXAMINE THE LIST MAINTAINED BY THE NEIGHBORING MUNICIPALITY.**

23. **Purchase Pursuant to Municipal Resolution.** This contract is made between Buyer and Seller pursuant to Ordinance # \_\_\_\_\_ approved by the Borough of Jamesburg on \_\_\_\_\_. A copy of said Ordinance is attached hereto as Exhibit A.

24. **Complete Agreement.** This contract is the entire and only agreement between the Buyer and the Seller. This contract replaces and cancels any previous agreements between the Buyer and the Seller. This contract can only be changed by an agreement in writing signed by both the Buyer and the Seller. The Seller states that the Seller has not made any other contract to sell the property to anyone else.

Witness: \_\_\_\_\_ Date: \_\_\_\_\_ BOROUGH OF JAMESBURG Seller

\_\_\_\_\_ By: \_\_\_\_\_  
Hon. Anthony LaMantia, Mayor

\_\_\_\_\_ By: \_\_\_\_\_  
Buyer