

**TOWNSHIP OF HAMPTON
ORDINANCE #2022-11**

**AN ORDINANCE AUTHORIZING THE PUBLIC SALE OF CERTAIN LANDS OWNED
BY THE TOWNSHIP OF HAMPTON**

WHEREAS, the Hampton Township Committee has determined that various tracts of municipally owned land, as shown on Schedule A attached, are no longer necessary for municipal purposes and as such shall be sold at public sale in accordance with N.J.S.A. 40A:12-13, et seq.; and

NOW, THEREFORE, BE IT ORDAINED by the Hampton Township Committee that municipally owned land listed in Schedule A shall be advertised for public sale pursuant to all requirements and procedures set forth in the Local Lands and Buildings Law (N.J.S.A. 40A:12-1 et seq.) subject to the following conditions:

(a) Bids shall be received by the Township Clerk on Tuesday, July 26, 2022, at 10:00 A.M. at the Hampton Township Municipal Building, 1 Rumsey Way, Newton, NJ 07860 in the manner of a public auction in accordance with procedures to be announced by the Township Clerk.

(b) All bids shall be referred to the Township Committee for review and final approval pursuant to N.J.S.A. 40A:12-13a. As to each listed property, the Township of Hampton reserves the right to accept the highest bid or to reject any and all bids, including the highest bid, and shall make its decision known by resolution within thirty (30) days after bids are received.

(c) Bidders shall submit separate bids for individual parcels.

(d) Bidders shall make payment as follows:

Cash or certified check within 20 minutes of the close of bidding	10%
plus Cash or certified check at a closing to be held on or before 40 days after the Township Committee resolves to accept the bid(s)	90%

(e) Upon the close of bidding the highest qualified bidder, as designated by the Township Clerk, shall submit cash or certified or bank check or money order in the amount of 10% of his/her bid and shall immediately execute an offer to purchase at his/her bid price, which offer shall include the terms and conditions specified herein. Said offer shall be irrevocable for sixty (60) days from the date of the public sale.

(f) All conveyances by the Township shall be made by Quitclaim Deed, unless an adequate title binder, prepared at the expense of the purchaser, is forwarded to the Township prior to conveyance, in which case Bargain and Sale Deed with Covenants Against Grantor's Acts will be the form of conveyance. Purchaser shall furnish at their own cost and expense a metes and bounds or other legal description of the property prior to the date of conveyance by the Township; otherwise, the conveyance by the Township shall be made by Quitclaim Deed and by utilization of tax lot and block designations. The Deed shall be delivered upon final payment to be made as described in (d)

above at a closing to be arranged between the purchaser and the Township of Hampton pursuant hereto.

(g) At closing of title, purchaser shall submit an additional sum \$250 to cover legal services incurred by the Township plus an amount sufficient to pay the cost of recording the Deed and realty transfer fee.

(h) As to each property: Failure to comply with any of the above requirements or to close on or before 40 days after the Township Committee resolves to accept the bid(s) shall entitle the Township of Hampton to rescind prior bid approval, terminate any and all rights of the designated bidder in said property and retain all monies theretofore deposited.

(i) The purchaser shall be responsible for terminating any and all existing tenancies (if any) post-closing.

(j) All lots are conveyed subject to existing encumbrances, liens, zoning regulations, easements, restrictions, such facts as an accurate survey and inspection of the lands and premises would reveal, and any present or future assessments for the construction of improvements benefiting said property. Each parcel is being sold in the present "as is", "where is", with all faults. No representations of any kind are made by the Township as to acreage, quality of title or conditions of the property, and descriptions of the property are intended as a general guide only and may not be accurate. The Township disclaims and the purchaser shall waive any and all warranties, express or implied, with regard to the acreage, conditions, uses and quality of the subject lands and premises, and the foregoing disclaimer and waiver will survive closing.

(k) In the event the Township is unable to convey clear and marketable title, insurable at regular rates by a title insurance company licensed to do business in the State of New Jersey, the Township will forthwith return to the purchaser any and all deposit moneys previously submitted by the purchaser, and neither party shall have any further rights against the other. Notice of any alleged defect in title or claim of unmarketability 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 Township Committee; and 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. Further, the acceptance of a deed by the purchaser from the Township shall extinguish any claims that said purchaser may have against the Township of Hampton in connection with the quality of title conveyed.

(l) At closing, the purchaser shall verify in writing that purchaser shall indemnify and hold harmless the Township of Hampton, its officials, employees, representatives and agents, as to all claims, expenses, damages, attorney's fees and costs related to or arising out of the condition of the lands and premises.

(m) In the event a right of first refusal is retained by a contiguous owner which is duly exercised in accordance with NJSA 40A:12-13.2, the bid for the affected Parcel shall be deemed to be rescinded, whereupon any monies paid by the bidder will be refunded by the Township, and neither party shall be liable to the other in connection therewith.

(n) Successful bidders agree to pay by the time of closing the balance of the purchase price. together with \$250 for the cost of preparation of all legal documents, including any special property description, the cost of advertisement of the sale, the cost of recording Deeds, which shall be recorded by the Township Attorney, all prorated real estate taxes for the balance of the current year as of the date of closing. Successful bidders agree to abide by appropriate zoning, subdivision, health and building regulations and codes and stipulations that this sale will not be used as grounds to support any variance from or realization of said regulations. Successful bidders agree that the purchase price shall not be used before any County Board of Taxation, Tax Court of New Jersey, or in any Court of this State as grounds to support a challenge of the existing assessment of the subject property, nor shall the purchase price be used as a comparable sale to challenge assessments with regard to other properties.

(o) The Township reserves the right to waive any and all defects and informalities in any proposal and to accept or reject the highest responsible and responsive bid deemed to be in the best interest of the Township. No bid shall be considered finally accepted until passage of a resolution by the Township Committee accepting same.

(p) A percolation test may be performed, at the expense of the prospective bidder, prior to the date of sale according to applicable legal requirements. Anyone wishing to have a test performed shall contact the Hampton Township Clerk.

(q) The sale is made subject to all applicable laws, statutes, regulations and ordinances of the United States, State of New Jersey and the Township of Hampton.

(r) No employee, agent or officer of the Township of Hampton has any authority to waive, modify or amend any of the conditions of the sale.

(s) A public notice of sale shall be published in the Township's official newspaper at least once a week for two consecutive weeks, the last publication being no earlier than seven (7) days prior to the date set forth for the public sale, which notice shall contain the conditions of this sale in accordance with N.J.S.A. 40A:12-13(a).

This Ordinance shall take effect upon final passage, approval and publication as required by law.

CERTIFICATION

I hereby certify that the above Ordinance was introduced by the Township Committee at their regular meeting held June 28, 2022 at the Hampton Township Municipal Building, Baleville, Sussex County, New Jersey.

Date: _____

Kathleen Armstrong, RMC
Township Clerk

NOTICE

NOTICE IS HEREBY GIVEN that the attached Ordinance #2022-11 was introduced at a regular meeting of the Township Committee of the Township of Hampton, Sussex County, New Jersey, held on the 31st day of May 2022 and passed on first reading, and that such Ordinance will be further considered for final passage and adoption at the regular meeting of the Township Committee to be held on the 28th day of June 2022 at the Municipal Building, One Rumsey Way, in the Township of Hampton, at 7:00 p.m., and that at such time and place all persons interested be given an opportunity to be heard concerning said Ordinance.

Date:

Kathleen Armstrong, RMC
Township Clerk

SCHEDULE A 2022 Township Owned Properties for PUBLIC SALE

	Block	Lot	Address	Zone
1	1901	1.01	105 Frank Chandler Rd	R2
2	2908	6	2 Tulip St	R1.5
3	301	10	9 Oak CT	R1.5

HAMPTON TOWNSHIP NOTICE ORDINANCE 2022-11

NOTICE IS HEREBY GIVEN that the foregoing Ordinance #2022-11 was adopted at Final Reading at the regular meeting of the Township Committee of the Township of Hampton, County of Sussex held on Tuesday, June 28, 2022 at the Hampton Township Municipal Building, Baleville, N.J.

Kathleen Armstrong, RMC
Township Clerk