

TOWNSHIP OF HAMILTON

ORDINANCE NO. 1849-2017

AN ORDINANCE AUTHORIZING THE SALE OF LOTS 36-39 IN BLOCK 280 AS SHOWN ON THE TAX MAP OF THE TOWNSHIP OF HAMILTON, AND GRANTING TO THE OWNER OR OWNERS OF SAID REAL PROPERTY CONTIGUOUS TO SAME THE RIGHT TO PRIOR REFUSAL TO PURCHASE SUCH LAND IN THE TOWNSHIP OF HAMILTON, COUNTY OF ATLANTIC, AND STATE OF NEW JERSEY.

BE IT ORDAINED by the Township Committee of the Township of Hamilton, County of Atlantic and State of New Jersey, that:

SECTION 1. The following described lots and block numbers on the Hamilton Township Tax Map are hereby determined to be less than the minimum size required for development in said Township under the existing Developmental Ordinance and are without any capital improvements thereon.

SECTION 2. Upon final adoption of this Ordinance, owners of real property contiguous to the subject lot(s) may thereafter submit an offer to the Township Clerk, as designee of this Governing Body, in writing and on forms prepared by the Township for a period of twenty (20) days following advertisement of the finally adopted Ordinance pursuant to N.J.S.A. 40A:12-13. All offers shall be made in a sealed envelope. No offer less than the minimum value established herein below for said lot shall be considered by the Township Committee.

SECTION 3. In the event of bids being submitted by more than one (1) contiguous property owner with respect to said lots, the sale shall be made, if at all, to the highest bidder. The Township Committee reserves the right to reject any and all bids and to thereafter advertise the subject property for public sale pursuant to N.J.S.A. 40A:12-13(a).

SECTION 4. The following conditions of sale shall apply:

(a) The successful bidder shall submit a certified check made payable to the "Township of Hamilton" in the amount of twenty (20%) percent of the purchase price, which check shall be submitted in the sealed envelope at the time of submission of the bid. Persons bidding on behalf of a contiguous property owner shall be required to submit in writing satisfactory evidence of their authority. The balance of the purchase price plus FOUR HUNDRED TWENTY-FIVE (\$425.00) DOLLARS to offset administrative costs including but not limited to advertising, legal and recording fees shall be paid in cash or certified check within ten (10) days after acceptance of the bid by the Township Committee and authorizing the sale to the high bidder.

(b) The Deed prepared by the Township Committee shall not be tendered until the full purchase price is paid.

(c) Title shall be conveyed by and through a Quitclaim Deed and shall convey only the right, title and interest of the Township of Hamilton to the land, as described herein. No warranties and covenants are or shall be made by the Township of Hamilton and in no event shall there be any liability on the part of the Township by reason thereof. The right, title and interest of the successful bidder, as purchaser, shall be subject to the following conditions, covenants, restrictions, easements and exceptions which shall run with the land and shall also become part of the Deed granted to the purchaser for the recording:

- (1) Easement of utility companies and of governmental agencies or bodies.
- (2) Any encroachments, prescriptions, easements or other state of facts pertaining to said lands which may be ascertained upon a visual examination and inspection of the land and the lands surrounding said land and any restrictions and covenants of record.
- (3) All existing federal, state, county and municipal laws, statutes, ordinances, rules and regulations including, by of description and not by limitation, existing zoning, health and planning board rules and regulations.
- (4) No representation of any kind is made that the land in question, surface as well as subterranean portions, is suitable or adaptable for any particular use whatsoever.
- (5) No representation of any kind is made concerning gas or electric service to the land.

(d) In the event that the Township cannot convey good and marketable title, subject to the above, the purchaser will be entitled to the return of the deposit, without interest, and the Township will not be responsible or liable in any other manner and for any other amount.

(e) In the event that the purchaser defaults in making payment to the Township, as set forth above, or if the purchaser cannot make settlement in accordance with the terms thereof, the deposit made by the successful bidder on account of the purchase will be retained by the Township as and for its liquidated damages and the land may be resold. This remedy shall be in addition to the Township's right to compel specific performance of the purchaser's obligation hereunder. Time is of the essence.

SECTION 5. The Township owned lots and minimum bid established therefore are as follows:

| Block/Lot | Lot Size | Location | Zoning | Minimum Bid |
|------------------|-----------------|---------------------|---------------|--------------------|
| 280/36-39 | 50x200 | 1293 Galveston Ave. | MV | \$200.00 |

SECTION 6. SPECIAL CONDITIONS: Contingent upon Lots 36, 37, 38 & 39 being consolidated with Lot 40 (Magdalena's Home)

SECTION 7. All Ordinances and parts of Ordinances of Hamilton Township heretofore adopted that are inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

SECTION 8. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of this Ordinance as a whole or any part thereof.

SECTION 9. This Ordinance shall take effect immediately upon its publication after final passage as required by law.

ATTEST:

TOWNSHIP COMMITTEE OF THE
TOWNSHIP OF HAMILTON,
COUNTY OF ATLANTIC, NJ

RITA MARTINO, RMC, CMR
TOWNSHIP CLERK

JOHN KURTZ, MAYOR

| COMMITTEE MEMBER | MOTION | YES | NO | ABSTAIN | ABSENT |
|-------------------------|---------------|------------|-----------|----------------|---------------|
| GUISHARD | | | | | |
| LINK | | | | | |
| SCHENKER | | | | | |
| SILVA | | | | | |
| MAYOR KURTZ | | | | | |

FIRST READING AND INTRODUCTION: May 15, 2017
FINAL READING AND ADOPTION: