

RESOLUTION 242 - 22

RESOLUTION OF THE BOROUGH OF CLAYTON AUTHORIZING LAND SALE OF CERTAIN BLOCK(S) AND LOT(S) WITHIN THE BOROUGH OF CLAYTON, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY

WHEREAS, from time to time the Borough of Clayton (the “Borough”) will offer for public sale certain Borough owned property located in the Borough of Clayton, pursuant to N.J.S.A. 40A:12-13; and

WHEREAS, the following specific Block(s) and Lot(s) will be offered for public sale, which land is not needed for public purposes.

NOW, THEREFORE BE IT RESOLVED by the Mayor and Borough Council of the Borough of Clayton, County of Gloucester and State of New Jersey as follows:

Section 1. The following Block(s) and Lot(s) shall be listed for sale with the minimum bid amount, conditions and restrictions set forth herein:

| <u>Block</u> | <u>Lot</u> | <u>Address</u> | <u>Minimum Bid</u> |
|--|------------|-----------------------|--------------------|
| 2002 | 4 | E. Academy Street | \$45,000.00 |
| 702 | 21 | W. Center Street | \$36,100.00* |
| * Block 702, Lot 21 is being sold under and subject to a stormwater easement created by the Borough of Clayton and recorded in the Gloucester County Clerk’s Office on May 2, 2022 in Book 16, Page 270. | | | |
| 1101 | 8 | 598 E. Clayton Avenue | \$17,500.00 |

Qualifications for Purchase: All purchasers must be 18 years of age or older.

The following restrictions apply: Successful participants are subject to the following restrictions and covenants:

1. The Borough makes no representations or warranties as to quality of title of any of the parcels. Responsibility for determining good and marketable title rests solely with the bidders. The parcels shall be sold subject to all existing

federal, state, county and municipal laws and regulations, including, but not limited to those relating to zoning, planning, land use and development, environmental issues, and public health.

2. The Borough makes no representations or warranties as to the condition of the parcels. All parcels sold in an "AS IS" condition. The Borough has performed no inspections to verify the condition of the parcels and makes no representations regarding the same. The parcels shall be subject to all restrictions, easements, covenants, encumbrances, rights of way, zoning and land use ordinances, exceptions, liens, if any and whether any or all are known or unknown and whether or not of record. All of the parcels are conveyed subject to such facts as an accurate survey would reveal and any present or future assessments for the construction of improvements benefiting the parcel.
3. The Borough makes no representation and gives no warranties as to the environmental condition of the parcels. To the extent that the parcels have ever been used for industrial purposes or to the extent that a hazardous substance as defined under any environmental law defined hereafter has been released on the parcels, the Borough and purchaser acknowledge that the sale of the parcels may be subject to compliance with the Brownsfield and Contamination Site Remediation Act, N.J.S.A. 58:10B-1, et seq., the regulations promulgated thereunder, any amending or successor regulations, and other Environmental laws as defined herein. Environmental laws means federal, state and local laws and regulations, common law, orders and permits

governing and protecting the environment, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42, U.S.C. 9601, et seq., as amended CERCLA, the Resource Conservation and Recovery Act, as amended, 42 U.S.S. 1251, et seq., the Clean Air Act, the Toxic Substance Control Act, the Spill comprehensive and Control Act, N.J.S.A. 13:1-1, et seq., and any amendments thereto together with any other similar laws regulating the environment existing at the time of coming into existence in the future. By bidding on the parcels each purchaser acknowledges and agrees to take title subject to all environmental conditions existing at the parcels, and to indemnify, defend and hold the Borough harmless from all liability for any claims relating to any contamination or violations of any environmental laws, regardless of whether the conditions existed prior to or following closing. The bidders' acknowledgements and agreements as contained in this Section shall survive closing and shall not merge with the deed.

4. The parcels shall be sold subject to the provisions of the Clayton land use and development ordinances and subject to any existing restrictions, easements and rights of way, private or public, of record and also not of record.
5. The parcels shall be sold subject to any drainage rights at or near the parcels which the Borough of Clayton now exercise.
6. The parcels shall be sold subject to such conditions as an accurate survey may reveal.
7. The successful bidder shall not be permitted to sell the lot until the successful

bidder has paid the Borough the full purchase price.

Term of Sale: The following terms apply to the purchase of the property:

- a. At the conclusion of the bidding, the property will be struck off and sold to the highest bidder. The said highest bidder will then immediately pay to the Borough Clerk a non-refundable deposit in the amount of ten (10%) percent of the sale price in cash, certified check or bank check. Upon payment of the said ten (10%) percent deposit, the Mayor and Council shall adopt a Resolution confirming the sale to said bidder for said price.
- b. Within thirty (30) days of confirmation of sale, the purchaser shall pay the balance of the purchase price in full together with all legal and advertising expenses, at which time the Borough will execute and deliver to the purchaser a Quit Claim deed conveying ownership of the property.
- c. If the purchaser fails to make such payment within such thirty (30) day period, he shall be in default, as a result of which his 10% deposit shall be forfeited to the Borough and the sale shall be void.
- d. The Mayor and Council of the Borough of Clayton reserve the right to reject any and all bids for any reason whatsoever.
- e. The purchaser, regardless of the method of payment used, shall pay all closing costs, fees for preparation of deeds, or other transfer documents, escrow fees, if any, and all recording fees.
- f. The Borough Clerk is hereby authorized to publish notice of this public land sale.


ADOPTED at the meeting of the Borough Council of the Borough of Clayton held on
November 22, 2022.

BOROUGH OF CLAYTON



THOMAS BIANCO, Mayor

ATTEST:



Christine Newcomb, Borough Clerk

CERTIFICATION

I, Christine Newcomb, Borough Clerk, of the Borough of Clayton, in the County of Gloucester, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton held on November 22, 2022.

Christine Newcomb, Borough Clerk

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