

**CITY OF NORTHFIELD, NJ
ORDINANCE NO. 1-2019**

**AN ORDINANCE AMENDING ORDINANCE 11-2018 OF THE CITY OF
NORTHFIELD AUTHORIZING THE SALE OF CITY OWNED LAND**

WHEREAS, the properties identified on the Official Tax Map of the City of Northfield as:

<u>Block</u>	<u>Lot(s)</u>
40	31
67	9-10
110	21
148	1
175	44-47
179.01	15

(hereinafter collectively the “Properties”) are owned by the City of Northfield and are not needed for public purposes; and

WHEREAS, it is in the best interest of the City to sell such land to generate revenue, reduce taxes and reduce liabilities; and

WHEREAS, it is in the best interest of the City to advertise this land for public sale to the highest bidder in accordance with N.J.S.A. 40A:12-13.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Northfield, County of Atlantic, State of New Jersey, as follows:

1. The Municipal Clerk and/or the Municipal Solicitor are authorized, subject to the conditions set forth herein, to offer for sale by public auction all of the City’s right, title and interest in and to the Properties pursuant to the provisions of N.J.S.A. 40A:12-13.
2. The minimum bids for the Properties shall be as follows:

<u>Block</u>	<u>Lot(s)</u>	<u>Minimum Bid</u>
40	31	\$20,000
67	9-10	\$ 4,000
		<i>(Condition of Sale: Must be purchased together)</i>
110	21	\$1,800
148	1	\$5,000
175	44-47	\$250 per acre; total of 3.48 acres
		<i>(Condition of Sale: Must be purchased together)</i>
179.01	15	\$250 per acre; total of 2.38 acres

3. No bid less than the minimum amount set forth will be considered.
4. The Municipal Clerk and/or the Municipal Solicitor is authorized to re-notify by letter the contiguous owners of record in accordance with the current tax assessments and to advise each such contiguous owner of Block 67, Lots 9 & 10. Unless legally required, the failure, however, to notify any contiguous owner shall not invalidate the sale. The Municipal Clerk and/or the Municipal Solicitor is further authorized to notify by letter or telephone any other property owners, real estate developers, builders, real estate brokers and agents, and other potentially interested parties and other potentially interested parties as the Municipal Clerk and/or the Municipal Solicitor may deem appropriate.
5. The Properties being offered for public sale hereunder are not necessary for public municipal purposes and the best interest of the public shall be served in selling the Properties by public sale to the highest bidder at or above the minimum price set forth in paragraph 2 above, with the City Council reserving the right to accept or reject any and all bids or otherwise remove any of the Properties from sale. The public sale shall take place at the Northfield City Hall, 1600 Shore Road, Northfield, NJ 08225 on a date and time to be established by the Clerk. Bids shall be received by the Municipal Clerk in accordance with procedures to be announced by the Municipal Clerk. A deposit by certified check, bank check or money order made payable to the City of Northfield in an amount not less than ten percent (10%) of the bid must be paid by the successful bidder at the time of the sale. The Clerk may by the announcement made at the time and place scheduled for the public sale adjourn the sale to another date and time and such announcement shall be deemed adequate notice to all interested parties.
6. All bids shall be referred to the Common Council for review and final approval pursuant to N.J.S.A. 40A:12-13 and the City reserves the right to accept the highest bid or to reject any and all bids for the Properties. The deposits with respect to any unsuccessful bid and any rejected bid shall be returned.
7. The successful bidder shall be responsible for the cost of preparation of the deed of conveyance and any related documents for the transfer of title, not to exceed \$500.00. The balance of the purchase price, together with cost of preparation of the deed of conveyance and related documents for the transfer of title must be paid by certified check, bank check or money order made payable to the City of Northfield and provided to the Municipal Clerk within ten (10) days of the date of sale. The successful bidder shall be responsible for the recording of the deed and for the cost of such recording.

8. A bargain and sale deed without covenants shall be delivered at the Office of the Municipal Clerk on or before 45 days after the sale. The Mayor and Municipal Clerk are hereby authorized to execute said deeds and other conveyance documents and the Municipal Solicitor is authorized to prepare such deeds and documents.
9. In addition to the terms and conditions set forth herein, the successful bidders agree to the imposition of the following conditions by the City:
 - a. Properties listed together above must be bid and purchased together.
 - b. In the event that the successful bidder fails to close title, the bidder agrees to forfeit to the City any and all monies deposited with the City.
 - c. The City does not warrant or certify title to the Properties and in no event shall the City be liable for any damages to the successful bidder. If title is found defective or unmarketable for any reason, and the bidder waives any and all rights and damages and liens against the City, the sole remedy of the successful bidder shall be the right to receive a refund, prior to closing of title, of the deposit paid. It is the right of the successful bidder to examine title prior to closing. In the event of closing and a later finding of a defect of title, the City shall not be required to refund any money or correct any defect in title and shall not be held liable for damages. Acceptance of an offer to purchase shall constitute a binding agreement and the successful bidder shall be deemed obligated to comply with the terms and conditions contained herein.
 - d. The deed of conveyance shall be subject to all matters of record which may affect title, what an accurate survey would reveal, the Ordinances of the City of Northfield, and the reservation of an easement for all natural or constructed drainage systems, swales, pipes, drains, inlets, waterways and easements, if any, on the land and a continued right of maintenance and flow thereof. The City shall be without obligation to provide access, public or private, or to provide any improvements.
 - e. The deed will contain a covenant that neither the purchaser nor any future owner or potential developer of the lot may assert a claim against the City of Northfield based upon the inability to develop or use the lot including, but not limited to, a claim for inverse condemnation or damages of any kind.

- f. The City makes no warranties whatsoever regarding said lands and assumes no responsibility for environmental conditions, known or unknown, regarding said lands. The bidder shall be responsible for the exercise of due diligence in determining the condition of the land, including but not limited to, the determination of any title conditions, environmental conditions, zoning and development restrictions and any other condition or restriction that might impact the use of the land.
10. The Municipal Clerk, the Mayor and the Municipal Solicitor are authorized to prepare and execute any and all such documents and to take any and all such actions as may be required to effect the transactions set forth herein.
11. The Municipal Clerk shall file with the Director of Local Government Services in the Department of Community Affairs any required affidavits verifying the publications of the advertisements required by N.J.S.A. 40A:12-13(b).
12. The sale of such lands is subject to applicable New Jersey Law concerning the disposition of municipal real estate and all other applicable laws and ordinances of the State of New Jersey and the City of Northfield.
13. All potential sales are subject to final approval by the Common Council.
14. The City reserves the right to waive any and all defects, informalities and irregularities in any bid. The City further reserves the right to reject all bids in each instance where the highest bid is not accepted and to, in its discretion, re-advertise the Properties for sale. No bid shall be considered finally accepted until confirmed by the City Council.

All ordinances and parts of Ordinances inconsistent with the provisions of this ordinance are, to the extent of such inconsistency, hereby repealed.

Should any section, clause, sentence, phrase or provision of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the remaining portions of this ordinance.

This Ordinance shall become effective immediately upon final adoption and publication according to law.

Mary Canesi, RMC, Municipal Clerk

Erland V. L. Chau, Mayor

The above Ordinance was introduced and passed on its first reading at the Reorganization Meeting of the Common Council of the City of Northfield, New Jersey held on January 2, 2019, and will be taken up for a second reading, public hearing and final passage at a meeting of said Council held January 22, 2019 in Council Chambers, City Hall, Northfield, New Jersey.

FIRST READING:	January 2, 2019
PUBLICATION:	January 6, 2019
SECOND READING:	January 22, 2019
PUBLICATION:	January 26, 2019