

**RESOLUTION**

**AUTHORIZING SALE OF TOWNSHIP OWNED LAND  
INVITATION TO BID**

**WHEREAS**, the Township of West Orange (the "Township") heretofore acquired title to the property hereinafter set forth on Schedule A (the "Property"); and

**WHEREAS**, the Property is not needed for public use and is greater than the minimum size required for development under the municipal zoning ordinance; and

**WHEREAS**, the Township previously passed a Resolution on June 14, 2016, permitting the Property to be sold with conditions on the use of such Property and improvements as imposed by the Township and as permitted by N.J.S.A. 40A:12-13(a), as set forth on Schedule A under the section entitled "Conditions of Bid"; and

**WHEREAS**, in accordance with N.J.S.A. 40A:12-13(a), the West Orange Township Council rejected the only bid submitted; and

**WHEREAS**, the Township seeks to rebid the Property and the West Orange Township Council has considered the recommendation of the Township Administration and has determined to sell the Property in the best interests of the Township, pursuant to N.J.S.A. 40A:12-13(a), and in accordance with law;

**NOW THEREFORE BE IT RESOLVED** by the Township Council of the Township of West Orange as follows:

1. The West Orange Business Administrator and Tax Collector be, and are hereby authorized, empowered; and directed to sell all of the rights, title, and interest of the Township in and to the parcel of land hereinafter described on Schedule A, which is annexed hereto, at public auction sales, to the highest bidder after public advertisement in a newspaper circulating in the municipality by two insertions at least once a week during two consecutive weeks, the last publication to be not more than seven days prior to the date of sale as more particularly as set forth in N.J.S.A. 40A:12-13(a).

2. Said advertisement shall consist of a copy of this Resolution along with Schedule A attached hereto.

3. The West Orange Township Council reserves the right to accept or reject any bid that may be made at the sale of the Property and the sale is subject to and contingent upon final approval of the West Orange Township Council at a regularly scheduled meeting following the sale, or thereafter as adjourned from time to time.

4. The Successful Bidder shall be required to deposit twenty-five percent (25%) of its bid within three (3) business days from time of acceptance of the bid.

5. The Successful Bidder shall bear the costs of recording deeds and agree that deed shall be recorded within five (5) business days of settlement.

6. Title shall close within 60 days of approval by West Orange Township Council and all conveyances shall be by Deed of Bargain and Sale. Any purchaser who does not close title within the prescribed 60 days will forfeit their earnest money deposit.

7. Payment In full shall be made upon final closing by either certified check, bank check or attorney trust check.

8. All sales shall be subject to such state of facts as an accurate survey may disclose, existing tenancies or occupations, rights or persons in possession, zoning ordinances, easements, right of way, conditions, covenants, restrictions of record, and all other codes and ordinances of the Township. No representations of any kind are made by the Township as to condition of the Property. The Property shall be sold in its present condition, "**AS IS**," with all existing buildings/structures on site.

9. The sale price, as such may result from the auction sale, may not be used before any County Board of Taxation, State Tax Court, or any other court of this State to challenge the assessment with respect to the Property nor may same be used as comparable sales to challenge assessments with regard to other properties.

10. If title to the Property shall prove to be unmarketable, the liability of the Township shall be limited to re-payment to the purchaser of the amount of the deposit and the balance of the purchase price without any further costs, expense, damage, or claim. Notice of any alleged defect in title or claim of unmarketability shall be given to the Township in writing, not later than forty-five (45) days after the date of confirmation of the sale by the governing body of the Township. Failure to give such notice shall be deemed conclusive evidence that the purchaser accepts the title in its then present condition.

11. All prospective purchasers are put on notice that no employee, agent, or officer of the Township has any authority to waive, modify, or amend any of these conditions of sale.

12. The Township expressly disavows any obligation for payment of commissions to any real estate broker or authorized representative other than the purchasers actually consummating any sales. No such brokers or authorized representatives of purchasers shall have any right or claim to any such commissions from the Township.

13. In the event that the purchaser has not fully complied with the terms, conditions, requirements, and regulations of sale as herein contained, such non-compliance or default shall be considered at the option of the Township a material breach of the conditions of the sale, whereupon the Township may declare said contract of purchase terminated and at an end, and all the monies paid on behalf of the purchase price by way of deposits or otherwise, may be retained by the Township as its liquidated damages and it may thereafter resell the Property and/or pursue such other and further legal equitable remedies as it may have and the defaulting purchaser shall continue to remain liable for all damages and losses sustained by the Township by reason of any such non-compliance or default.

14. The Township makes no representations, warranties or guarantees about the size or dimensions of the Property, whether or not the Property meets existing zoning regulations, has improved street access, is subject to any environmental constraints, or is able to be improved with any buildings or other structures. Any developments or improvements to the subject parcel must comply with all applicable zoning, building, environmental and health

ordinances, regulations, local, county, state and federal. Bidders are urged to perform their due diligence before bidding on the Property.

15. The Township makes no representations, warranties or guarantees about the existence or non-existence of any covenants, restrictions, easements, right-of-way rights, or other encumbrances on the Property. The Successful Bidder/purchaser takes title to the Property subject to any and all such covenants, restrictions, easements, right-of-way rights, or other encumbrances. Bidders are urged to perform their due diligence before bidding on the Property.

16. The sale of the Property shall in no way obligate the Township to cut, grade, construct, improve or otherwise provide roads or any other services for the benefit of the Property.

17. Said sale is to be held on **Thursday, October 13, 2016**, in the Council Chambers of the Municipal Building, 66 Main Street, West Orange, New Jersey 07052.

18. If, for any reason whatsoever, either before or after the delivery of the Deed to the Successful Bidder, any person shall successfully challenge the Township's title to the Property and said person obtains or re-obtains title, the sale liability of the Township to the Successful Bidder shall be the return of the full purchase price actually paid by the bidder, with no other interest, costs, liabilities, expenses, damages, legal fees or claims.

19. The Township will allow access to the Property, by request, prior to the auction to allow interested parties. No invasive testing of the Property may occur. Please contact the Municipal Engineer, Len Lepore, (973) 325-4160 to request access and for additional information.

20. Notice is hereby given that the restrictions listed below are non-exclusive and all sales are subject to such statement of facts as an accurate survey might disclose.

21. This Resolution shall be made available in the Clerk's office for reasonable inspection in accordance with applicable law.

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**Karen J. Carnevale, R.M.C.**  
**Township Clerk**

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**Victor Cirilo**  
**Council President**

**Adopted: September 6, 2016**

**211-16**

**Schedule A**

**Property Address**  
55-57 Ridgeway Avenue

Block 158, Lot 39  
West Orange, New Jersey

**Property Description**

The site is currently improved with a two story and basement, stucco and frame main residence and a detached two story stucco and frame carriage house. The main house was erected around 1870, it consists of sixteen (16) rooms and 4 ½ baths. The residence contains approximately 6,296 square feet. The detached carriage house was also erected around 1870 and consists of a first floor open former garage and shop area, with the second floor improved with one (1) residential apartment containing three (3) rooms (one bedroom) and one (1) bath, and a second apartment containing five (5) rooms (three bedrooms) and one (1) bath. The structure contains approximately 5,462 square feet. These improvements are situated on a site comprising approximately 73,400 square feet or 1.675 acres.

**Condition of Property**

The existing improvements had previously been utilized as a residence and most recently as an office and community building for the Life Christian Church. The Property was vacated and subsequently donated to the Township of West Orange in 2006. The buildings have remained vacant since that time and have significantly deteriorated, been vandalized and exposed to the elements during the interim. The improvements are in poor condition and will require a complete renovation-rehabilitation and modernization.

**Conditions of Bid**

The Property will be sold in an “**AS IS**” condition with the requirement that the improvements be retained. The purchaser is responsible for restoring the improvements to habitable and marketable condition as a large single family residential estate type compound. The Property shall be subdivided and is required to maintain the façade, including but not limited to a tudor structure with a stucco outside. The Property must be subdivided with the new lot being designated as Block 158, Lot 39.03, which would compromise approximately 1.685 acres.

The Successful Bidder must submit all required plans to the Township’s Planning and Zoning Boards, as appropriate, within six (6) months of the Township’s approval of the subdivision.

Once the Township’s Planning and Zoning Boards approve the Successful Bidder’s required plans, rehabilitation on the Property must commence within six (6) months.

Any extension of time is in the sole discretion of the West Orange Township Council.