

ORDINANCE NO. 06 - 2018

AN ORDINANCE OF THE BOROUGH COUNCIL OF THE BOROUGH OF THE SEA BRIGHT, IN THE COUNTY OF MONMOUTH, STATE OF NEW JERSEY, AUTHORIZING CONVEYANCE OF TITLE TO CERTAIN LANDS OWNED BY THE BOROUGH OF SEA BRIGHT PURSUANT TO A PRIVATE SALE IN ACCORDANCE WITH N.J.S.A. 40A:12-13(b)(5).

WHEREAS, N.J.S.A. 40A:12-13(b)(5) provides that a municipality may sell real property not needed for public use to the owner of contiguous property under certain conditions; and

WHEREAS, the Borough Council has previously found that Lot 5 in Block 21 is a parcel of land owned by the Borough, which is not needed for public use; and

WHEREAS, the Borough provided notice to all contiguous property owners of an auction sale of the property and their eligibility to bid at said sale; and

WHEREAS, the owner of an adjacent property, Block 21, Lot 6 has offered at an auction sale to pay the amount of \$32,000.00 plus all expenses incurred by the Borough in consideration for the transfer of title to Lot 5, Block 21;

NOW, THEREFORE, BE IT ORDAINED by the Borough Council of the Borough of Sea Bright, in the County of Monmouth, and State of New Jersey, as follows:

Section 1. The appropriate Borough officials of the Borough of Sea Bright be and are hereby authorized to execute and deliver contracts, deeds and any other documents and instruments for the purpose of conveying to Richard B. Perrin title in fee to Block 21, Lot 5, subject to the following terms and conditions with reference to the sale thereof:

(a) The purchasers have paid the full purchase price. The sale will close no later than sixty (60) days after the adoption hereof.

(b) The subject property shall be sold subject to such facts as an accurate survey or physical inspection may disclose, zoning ordinance and regulations, easements and restrictions of record. No representations of any kind have been made by the Borough of Sea Bright as to the condition of lands, as they are being sold in their present condition "as is". No representations or warranties, either expressed or implied, are made as to the suitability of the property for development as a building lot or that any lands border upon an improved street.

(c) The deed to the property shall contain, as a limiting condition, the requirements that Block 21, Lot 5 shall be added to and shall merge with Lot 6 in Block 21, and that said Lot 5 shall not be used as or considered to be a separate building lot.

(d) If the title to the Lot aforesaid shall be determined to be unmarketable, the only obligation of the Borough shall be to repay the purchaser all deposit monies without any further liability to said purchaser for costs, expenses, damages or claims. Notice of any alleged defect in title or any claim of unmarketability shall be given in writing to the Borough Council not later than thirty (30) days prior to the date of closing of title. Failure on the part of the purchaser to give such notice within the time herein before required shall be deemed conclusive evidence that the purchaser accepts title in its then present condition.

(e) Conveyance shall be by quit claim deed. At closing, purchaser shall pay any and all assessments for local improvements that are outstanding and any unpaid bills for water and sewer service and connection fees. Purchaser shall reimburse the Borough for all legal and engineering fees, including legal and publication fees incurred by the Borough in connection with the sale of the subject property and with reference to the preparation and execution of the Deed, and any all other documents (including this Ordinance) that may be required to effectuate the conveyance from the Borough of Sea Bright. The purchaser shall be responsible for paying its own attorney's fees as well as title search, title policy and survey costs and shall pay all fees including recording and transfer fees for the deed and any and all other documents that may be recorded or filed in order to effectuate such conveyance. A metes and bounds description of the property may be prepared by a licensed New Jersey land surveyor or engineer, and obtained at purchaser's sole cost and expense.

(f) In the event that the purchaser fails to pay the balance of the purchase price or shall fail to close title of the aforesaid, the contract shall be null and void and the Borough Council shall retain all deposit monies as liquidated damages (not as penalty) in order to partially defray the expense incurred in connection with such sale.

Section 2. All Ordinances or parts thereof inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such inconsistency.

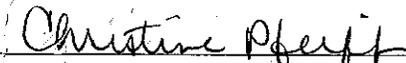
Section 3. Should any section, paragraph, clause or other portion of this Ordinance be adjudged by a Court of competent jurisdiction to be invalid, such judgment shall not affect or impair the remainder of this Ordinance.

Section 4. This Ordinance shall effect upon its passage and publication according to law.

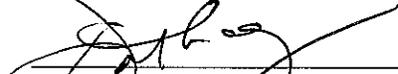
I HEREBY CERTIFY this to be a true and correct Ordinance of the Mayor and Borough Council of the Borough of Sea Bright, introduced on July 17, 2018 and will be further considered after a Public Hearing held on August 14, 2018 at the Municipal Building at 7:00 pm.

INTRODUCED: July 17, 2018
PUBLIC HEARING: August 14, 2018
ADOPTED: August 14, 2018

Witness


CHRISTINE PFEIFFER, CLERK

BOROUGH OF SEA BRIGHT,


DINA LONG, Mayor