

**ORDINANCE 2017-14
EAST WINDSOR TOWNSHIP
MERCER COUNTY**

**ORDINANCE AUTHORIZING SALE OF PROPERTY OWNED BY THE
TOWNSHIP OF EAST WINDSOR, IN THE COUNTY OF MERCER, NEW
JERSEY LOCATED AT 618 ROUTE 33 AND DESIGNATED AS BLOCK
53.03, LOT 99 ON THE EAST WINDSOR TOWNSHIP TAX MAP**

WHEREAS, the Local Lands and Buildings Law, N.J.S.A. 40A:12-13, authorizes a municipality to sell any real property not needed for public use; and

WHEREAS, the Township of East Windsor is the owner of property located at 618 Route 33 and designated on the East Windsor Township Tax Map as Block 53.03, Lot 99 (the "Property"); and

WHEREAS, the Property is approximately 99' frontage, 98' deep and 142.4' rear line and consisting of 11,480 square feet of vacant land; and

WHEREAS, the Property is not needed for public use and is less than the minimum size required in the Corridor Revitalization (CR) zone; and

WHEREAS, in accordance with N.J.S.A. 40A:12-13(b)(5), the Property was offered for sale to the highest bidder from among the owners of all lots contiguous to the Property; and

WHEREAS, one bid in the amount of \$33,000 was received from Windsor Property Associates, LLC, the owner of Block 53.03, Lots 101 and 100, which met the minimum required bid set forth in the invitation to bid; and

WHEREAS, the successful bidder is required to pay the Township's fees and costs associated with this transaction, up to \$1,500; and

WHEREAS, it is in the best interests of the Township that the Property be sold so that it may be put back on the Township tax rolls;

NOW THEREFORE, BE IT ORDAINED, BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF EAST WINDSOR, IN THE COUNTY OF MERCER, NEW JERSEY AS FOLLOWS:

Section 1. Authorization to Sell Land. The Mayor and Municipal Clerk are hereby authorized and directed to execute a contract, in the form attached hereto, for the sale of the Property to Windsor Property Associates, LLC at the price of \$33,000.00 and to execute and deliver a Deed to the Property and all other required documents to carry out the sale of the Property in accordance with the terms of the attached contract.

Section 2. Authority of Agents. All agents of the Township of East Windsor are hereby authorized and directed to perform all acts necessary to carry out the terms of the attached contract on behalf of the Township of East Windsor.

Section 3. Effective Date. This Ordinance shall take effect 20 days after final passage and publication according to law.

ATTEST:

KELLY LETTERA
ACTING MUNICIPAL CLERK

JANICE S. MIRONOV
MAYOR

Introduced: November 21, 2018
Adopted:
Effective:

CONTRACT FOR SALE OF REAL ESTATE

This Contract made this day of _____, 2017.

BETWEEN TOWNSHIP OF EAST WINDSOR, a New Jersey Municipal Corporation, whose address is 16 Lanning Blvd., East Windsor, NJ 08520, referred to as the Seller,

AND WINDSOR PROPERTY ASSOCIATES, LLC, a New Jersey Limited Liability Company, whose address is 108 Old York Road, Hamilton, NJ 08620, referred to as the Buyer.

1. **Purchase Agreement.** The Seller agrees to sell and the Buyer agrees to buy the property described in this contract.
2. **Property.** The property to be sold consists of vacant land. The real property to be sold is commonly known as 618 Route 33 West in the Township of East Windsor, in the County of Mercer, and State of New Jersey (the "Property"). The Property is shown on the municipal tax map as Lot 99 in Block 53.03.
3. **Purchase Price.** The purchase price is \$33,000.00
4. **Payment of Purchase Price.** The Buyer will pay the purchase price as follows:

Upon Signing of this contract (deposit)	\$2,000.00
Balance to be paid at closing of title, by cash, certified or bank cashier's check or attorney trust account check (subject to adjustment at closing)	\$ <u>31,000.00</u>
Total	\$33,000.00

5. **Deposit Moneys.** All deposit moneys will be held in the attorney trust account of Seller's attorney, Huff, Moran & Orron, LLC, until closing of title.
6. **Deposit for Seller's Costs.** Upon the execution of this contract, Buyer shall deposit an additional sum of \$1,500.00 in the attorney trust account of Seller's attorney, Huff, Moran & Orron, LLC, to be applied at closing toward Seller's legal fees and costs. Any balance shall be returned to Buyer at closing.
7. **Terms of Public Auction.** The Buyer is the successful bidder in a public sale of the Property conducted in accordance with an invitation to bid dated October 10, 2017, a copy of which is attached as Exhibit A and the terms of which are incorporated herein by reference. This contract is contingent upon the Seller's adoption of an ordinance approving this sale within sixty (60) days after the execution of this contract.
8. **Time and Place of Closing.** The closing date cannot be made final at this time. The Buyer and Seller agree that closing shall take place no later than thirty (30) days after the effective

date of the ordinance adopted by Seller approving this sale. The closing will be held at the office of Seller's attorney.

9. Transfer of Ownership. At the closing, the Seller will transfer ownership of the Property to the Buyer. The Seller will give the Buyer a properly executed deed and an adequate affidavit of title.

10. Type of Deed. A deed is a written document used to transfer ownership of property. In this sale, the Seller agrees to provide and the Buyer agrees to accept a deed known as bargain and sale with covenants against grantors' acts.

11. Physical Condition of the Property. This property is being sold "as is". The Seller does not make any claims or promises about the condition or value of the Property.

12. Ownership. The Seller agrees to transfer and the Buyer agrees to accept ownership of the Property free of all claims and rights of others, except for:

(a) the rights of utility companies to maintain pipes, poles, cables and wires over, on and under the street, or the part of the Property next to the street;

(b) recorded agreements which limit the use of the Property, unless the agreements: (1) are presently violated; (2) provide that the Property would be forfeited if they were violated, or (3) unreasonably limit the normal use of the Property; and

In addition to the above, the ownership of the Buyer must be insurable at regular rates by any title insurance company authorized to do business in New Jersey subject only to the above exceptions.

13. Correcting Defects. If the Property does not comply with paragraph 12 of this contract, the Seller will be notified and given 30 days to make it comply. If the Property still does not comply after that date, the Buyer may cancel this contract or give the Seller more time to comply.

14. Adjustments at Closing. The Buyer and Seller agree to adjust the following expenses as of the closing date: taxes. The Buyer or the Seller may require that any person with a claim or right affecting the property be paid off from the proceeds of this sale.

15. Possession. At the closing the Buyer will be given possession of the Property. No tenant will have any right to the Property unless otherwise agreed in this contract.

16. Complete Agreement. This contract is the entire and only agreement between the Buyer and the Seller. This contract replaces and cancels any previous agreements between the Buyer and the Seller. This contract can only be changed by an agreement in writing signed by both Buyer and Seller. The Seller states that the Seller has not made any other contract to sell the Property to anyone else.

17. Parties Liable/Assignment. This contract is binding upon all parties who sign it and all who succeed to their rights and responsibilities. Buyer may not assign this contract without the written consent of Seller, in Seller's sole and absolute discretion.

18. Notices. All notices under this contract must be in writing. The notices must be delivered personally or mailed by certified mail, return receipt requested, to the other party at the address written in this contract, or to that party's attorney. Notices will also be deemed effective if delivered

to the other party's attorney by fax, evidenced by a fax transmission report indicating that the fax transmission was successful.

19. No Realtors. The parties represent to one another that no real estate broker was involved in the introduction of the parties and that no commissions are payable as a result of this transaction.

SIGNED AND AGREED TO BY:

Witnessed or Attested by:

Buyer

Windsor Property Associates, LLC,

_____ Dated: _____
As to Buyer

By: _____
Geeta Madadi, Managing Member

Township of East Windsor, Seller

_____ Dated: _____
Kelly Lettera, Acting Municipal Clerk

By: _____
Janice S. Mironov, Mayor



EAST WINDSOR TOWNSHIP

16 Lanning Boulevard
 East Windsor, N.J. 08520-1999
 609-443-4000
 Fax 609-443-8303

October 16, 2017

Windsor Property Associates, LLC
 Owner of 614 Route 33 West (Blk 53.03 Lot 100)
 108 Old York Rd
 Hamilton, NJ 08620

Re: Invitation to Bid on Township Owned Property:
 618 Route 33 West, East Windsor Township
 Block 53.03, Lot 99

Dear Property Owner:

The Township of East Windsor is the owner of the property known as 618 Route 33 West, East Windsor Township and designated on the East Windsor Township Tax Maps as Block 53.03, Lot 99 (the "Property"). The Property is zoned Highway Commercial ("HC"). The Property is irregular in shape. It is approximately 100' deep, approximately 90' wide at the street and approximately 142' wide at the rear. A copy of the relevant portion of the East Windsor Township Tax Map, showing the location of the Property, is enclosed for your reference.

The Township has decided to offer the Property for sale, as it is not needed for public use. As the Property is vacant land and is less than the minimum permitted lot size in the HC zone, the Property is being offered to the highest bidder from among the owners of all adjoining properties. As shown on the enclosed Tax Map, there are three lots adjoining the Property: Lot 97, 98 and 100, all in Block 53.03. The purpose of this letter is to invite you to submit a bid to purchase the Property, in accordance with the procedures set forth in New Jersey statute N.J.S.A. 40A:12-13.

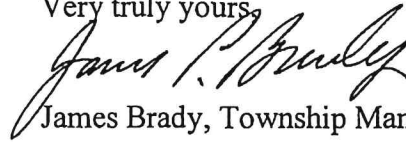
The Township has established a minimum bid price of \$33,000. for the Property. The Township will receive sealed bids from the owners of the adjoining properties by **Wednesday, November 8, 2017 at 11:00 am** at the office of the Municipal Clerk, 16 Lanning Boulevard, East Windsor, New Jersey. The bids will be opened and read in public on Wednesday, November 8, 2017 at 11:00 A.M. The Township reserves the right to reject all bids if the minimum bid price is not met, or if the Township determines to withdraw the Property from sale, or for any other reason in the best interest of the Township. The successful bidder shall reimburse the Township at closing for the Township's legal costs through closing, up to a maximum of \$1,500.00.

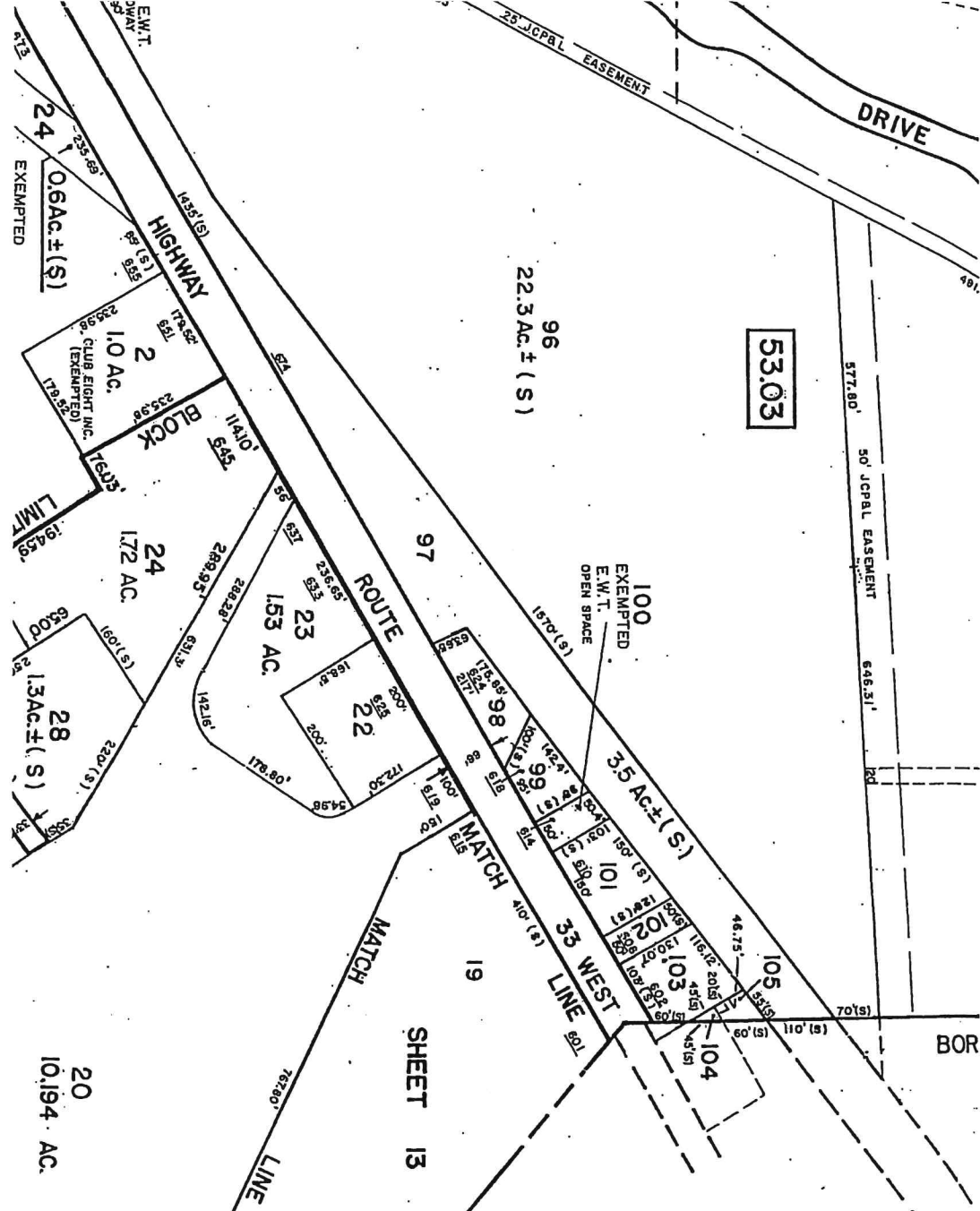
The sale of the Property shall be subject to the adoption of an ordinance by the East Windsor Township Council approving the sale. All bids shall be for a cash purchase without contingencies. The successful bidder shall be required to close on the purchase within 30 days after the effective date of the

ordinance approving the sale.

If you have any questions concerning this invitation to bid, please submit your questions to me in writing not later than five days before the date fixed above for the receipt of bids. Thank you.

Very truly yours,


James Brady, Township Manager



NEW JERSEY DEPARTMENT OF THE TREASURY
 DIVISION OF TAXATION
 PUBLIC UTILITY TAX BUREAU

APPROVED: AS A TAX MAP PURSUANT TO THE
 PROVISIONS OF CHAPTER 178, LAWS OF 1913, ETC.
 FOR THE SUPERVISOR, SUPERVISOR OF TAXATION

BY: *[Signature]*
 DATE: NOV 8 1965
 OFFICIAL NO. 477

SHEET 13

BOR