

SANDYSTON TOWNSHIP

AN ORDINANCE AUTHORIZING THE SALE OF CERTAIN LANDS IN THE TOWNSHIP OF SANDYSTON TO BE SOLD AT PUBLIC SALE IN ACCORDANCE WITH N.J.S.A. 40A:12-13(b)(5)

ORDINANCE #2020-07

WHEREAS, the Sandyston Township Committee has determined various tracts of municipally owned land, as shown on Schedule A below, are no longer necessary for municipal purposes and as such shall be sold at public sale in accordance with N.J.S.A. 40A:12-13 et seq.; and

WHEREAS, the Local Lands and Building Law, N.J.S.A. 40A:12-1, et seq., authorizes the sale by municipalities of any real property, capital improvement, or personal property no longer needed for public use.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Sandyston, County of Sussex and State of New Jersey that municipally owned land contained in Schedule A shall be sold by public auction on **Tuesday, December 15, 2020 at 7 pm** at the Sandyston Township Municipal Building, 133 Route 645, Sandyston, NJ 07826. The property is being sold by the Township "as is".

BE IT FURTHER ORDAINED, the following terms and conditions shall apply:

1. The Township is requiring that the contiguous property indicated on Schedule A be merged and treated as one piece of property for the purpose of this sale. Bidders shall be required to purchase the indicated lot as one parcel which must become part of the adjacent land of the purchasers and shall, for all future purposes, be considered as one parcel.
2. The Township Committee of the Township of Sandyston does hereby reserve the right to withdraw this offer to sell, or upon completion of the bidding, to accept or reject any or all bids for said property or to waive any informality in relation thereto.

Potential Bidders are advised:

- A. No joint bidding will be permitted among contiguous property owners.
- B. To conduct all necessary title searches prior to the date of the sale
- C. That the descriptions of the properties are intended as a general guide only and may not be accurate. No representations of any kind are made by the Township of Sandyston as to the conditions of the property; the premises are being sold in their present conditions "as is".
- D. That the sale is made subject to all applicable laws, statutes, regulations and ordinances of the United States, State of New Jersey and the Township of Sandyston.
- E. That no employee, agent or officer of the Township of Sandyston has any authority to waive, modify or amend any of the conditions of the sale.
- F. The property will be conveyed by a Quit Claim Deed or a Bargain & Sale Deed and such conveyance shall be subject to all covenants, restrictions, reservations

and easements established of record or by prescription and without representation as to character of title of the property to be conveyed. The deed of conveyance will be subject to all matters of record which may affect title herein and all matters which an accurate survey may reveal.

3. Additional Terms the Successful Bidder must comply with:

- A. Bidder shall deposit cash, cashier's check, bank check, or money order in the amount of not less than ten percent (10%) of the bid price at the time of sale. In the event the successful bidder fails to deposit ten percent (10%) of the bid price at the time of the sale, the Township will re-auction the property at the same sale. If the successful bidder fails to pay the deposit, the bidder shall be responsible for any difference between their bid and the final sale bid in the event such bid is lower than the bid of the original bidder.
- B. The property purchased shall be merged with the bidder's existing property. The successful bidder shall present to the Municipal Clerk two weeks prior to the time of closing, a copy of a deed showing that the bidder's existing property and the purchased property are described as one lot, with appropriate metes and bounds. Upon approval and after closing shall be appropriately filed with the County Clerk's Office.
- C. Pay at the time of closing:
 - (1) The balance of the purchase price
 - (2) Legal fees incurred by the Township for transfer of title
 - (3) The proportionate cost of advertisement of the sale
 - (4) The cost of recording the deed and agree that deed shall be recorded on behalf of the purchaser by the Township Attorney.
- D. To pay prorated real estate taxes for the balance of the current year as of the date of closing.
- E. That the failure to close title as agreed shall forfeit to the Township of Sandyston any and all money deposited with the Township.
- F. That the purchase price shall not be used before any County Board of Taxation, Tax Court of New Jersey, or in any court of this State as grounds to support a challenge of the existing assessments with regard to other properties.
- G. That the title shall close on or before fifty-five (55) days from date of auction, and that date shall be considered time of the essence. Failure to close within this timeframe shall give the automatic right to cancel said sale by the Township of Sandyston only after sending notice via regular and certified mail. This is the sole right of the Township of Sandyston and is material to the transaction.
- H. The Township reserves the right to withdraw the offer of sale and reject any and all bids.
- I. The sale is subject to final approval by the Township Committee.
- J. Parties interested in bidding on the property listed in Schedule A and/or who require additional information, should contact Amanda Lobban, RMC, Municipal Clerk, Sandyston Township Municipal Building, 133 Route 645, Sandyston, New

Jersey 07826, by calling 973-948-3520 extension 200, Monday through Friday, between 9:00 am and 2:00 pm.

4. Purchaser shall review & be familiar with the Ordinances of the Township of Sandyston.
5. The Township does not warrant or certify title to the property and in no event shall the Township of Sandyston be liable for any damages to the purchaser/successful bidder if title is found unmarketable for any reason and the purchaser/successful bidder waives any and all right in damages or by way of liens against the Township, the sole remedy being the right to receive a refund, prior to closing, of the deposit paid in the event title is found unmarketable. It shall be the obligation of the successful purchaser to examine title to the premises prior to the closing. In the event of closing and later finding of defect of title, the Township shall not be responsible for the same, shall not be required to refund money or correct any defect in title or be held liable for damages.
6. Acceptance of the bids shall constitute a binding agreement of sale, and the purchaser shall be deemed to agree to comply with the terms of conditions of the sale herein contained.
7. Contiguous owners to the property shown on Schedule A below shall be advised that their right to prior refusal must be exercised at the auction during the period of time after bidding is closed on the property in which the right is to be exercised. If two (2) or more contiguous property owners express an interest in the property during the aforesaid period, bidding shall commence between the contiguous property owners. Contiguous property owners must therefore be present at the auction in order to exercise any rights referred to in the paragraph.
8. The terms of the public sale shall be to the highest bidder with a 10% deposit and the balance paid by 55 days after auction. All other terms and conditions of this Ordinance shall apply to the public sale.
9. The sale is subject to all of the terms and conditions as provided for in the Notice of Sale.
10. The Mayor and Municipal Clerk are hereby authorized to execute said deeds.

This Ordinance shall take effect upon final passage, approval and publication as required by law.

SCHEDULE "A"
TOWNSHIP OWNED PROPERTY

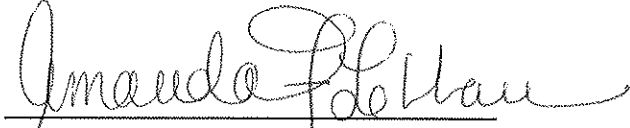
<u>Block and Lot</u>	<u>Property Location</u>	<u>Lot Size</u>
Block 1709 Lot 8	Mountain Trail	275 X 101
Block 1701 Lot 1	Mountain Trail	120X100
Block 1105 Lot 9	Route 206 S	1.06 acre w/dwelling
Block 1101 Lot 14	Route 206 S	.0065 acre

Roll Call Vote: Ayes: MacDonald, Hull, Harper (3); Nays (0); Absent (0); Abstain (0)

Introduced: October 13, 2020

Adopted: November 10, 2020

Attest:




Amanda F. Lobban, RMC
Municipal Clerk



George B. Harper, Jr.
Mayor

NOTICE OF ADOPTION

NOTICE is hereby given that the foregoing Ordinance was introduced and passed on the first reading at a meeting of the Sandyston Township Committee held on Tuesday, October 13, 2020 at 7:00 pm. The same had benefit of second reading and public hearing at which time all interested persons present were given the opportunity to be heard during a regular meeting held Tuesday, November 10, 2020 at 9:00 am.



Amanda F. Lobban, RMC
Municipal Clerk

THE LAW OFFICE OF MICHAEL J. HANIFAN, P.A.

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Attorneys for Plaintiff
Attorney ID #035392000

TOWNSHIP OF SANDYSTON,
A Municipal Corporation of New
Jersey,
Plaintiff,

v.

BLOCK: 1101 LOT: 14 (#1)
ASSESSED TO: FRANCIS NATURALE,
Route 206 South

BLOCK: 1102 LOT: 6 (#2)
ASSESSED TO: LYDIA CLARK CASE,
fka LYDIA J. CLARK,
Route 206 South

BLOCK: 1102 LOT: 6 B01 (#3)
ASSESSED TO: LYDIA CLARK CASE,
fka LYDIA J. CLARK,
Route 206 South - Billboards

BLOCK: 1105 LOT:9. (#4)
ASSESSED TO: FRANCIS NATURALE
Route 206 South

BLOCK: 1701 LOT:1 (#5)
ASSESSED TO: THERESA VOLPE
Mountain Tr.

BLOCK: 1709 LOT:8. (#6)
ASSESSED TO: STEVEN SQUASHIC,
PETER AND MARIA HOELDERLIN, HW:
Mountain Tr.

Defendants.

SUPERIOR COURT OF NEW JERSEY
SUSSEX COUNTY
CHANCERY DIVISION

DOCKET NO. F -7868-19

FINAL JUDGMENT IN REM

This cause being opened to the Court by Colleen E. Brady, Esq., of The Law Offices of Michael J. Hanifan, PA, Attorneys for Plaintiff, and it appearing that plaintiff filed its complaint pursuant to the provisions of R.S. 54:5-104.29 et. seq., as amended and the rules of this court governing such practice and procedure to foreclose in rem, six certain tax sale certificates as follows:

Sch. No.	Cert. No.	Name of Owner as it Appears on Last Tax Duplicate	Description of Land as it Appears on Tax Duplicate and in Certificate of Tax Sale Block, Lot	Date of Recording of Cert.	Book and Page No. in County Clerk's Office
1.	2017-005	Francis Naturale	Block 1101 Lot 14	9/6/2017	Book 9527 Page 182
2.	2017-006	Lydia Clark Case, fka Lydia J. Clark	Block 1102 Lot 6	9/6/2017	Book 9527 Page 188
3.	2017-007	Lydia Clark Case, fka Lydia J. Clark	Block 1102 Lot 6 B01	9/6/2017	Book 9527 Page 185
4.	2017-009	Francis Naturale	Block 1105 Lot 9	9/6/2017	Book 9527 Page 179
5.	2018-007	Theresa Volpe	Block 1701 Lot 1	5/17/2018	Book 9603 Page 652
6.	2018-009	Steven Squashic, Peter and Maria Hoelderlin, HW	Block 1709 Lot 8	5/17/2018	Book 9603 Page 655

And that notice of this foreclosure suit in the form prescribed by said statute and the rules of this court was published once in the New Jersey Herald, a newspaper circulating in the Township of Sandyston, the municipality wherein the lands to be affected are located, and it further appearing that no answer has been filed in this cause

by any person having or claiming to have a right, title or interest in or to, or lien upon any parcel of land described in the complaint filed herein within the time fixed by said statute, and it appearing that the plaintiff has filed a copy of the complaint, in the Office of the Tax Collector of the Township of Sandyston and in the Office of the Register of the County of Sussex, and in the Office of the Attorney General of the State of New Jersey, and the Court having read and considered the verified complaint filed herein, together with the proofs of publication, mailing and posting of said notice of foreclosure, and the affidavit showing that there has been no redemption of any of the tax sale certificates; and the court being satisfied and having determined that there has been a compliance with said statute;

It is thereupon, on this 4th day of September, 2020 **ORDERED AND ADJUDGED** that all persons having a vested or contingent title or interest in or lien or claims upon or against said lands, including the State of New Jersey, and any agency and political subdivision thereof, and their heirs, devisees and personal representatives and their or any of their heirs, devisees, executors, administrators, grantees, assigns or successors in right, title or interest, notwithstanding any infancy or incompetency of such person or persons, and all other persons, their heirs, devisees and personal representatives and their or any of their heirs, devisees, executors, administrators, grantees, assigns or successors in right, title or interest, be barred of the right of redemption and be foreclosed of all prior or subsequent alienations and descents of said lands and encumbrances thereon, and that an absolute and indefeasible estate of inheritance in fee simple in said lands be vested in the Plaintiff, the Township of Sandyston.

/s/ Hon. Maritza Berdote-Byrne, P.J.Ch.

HON. MARITZA BERDOTE-BYRNE, P.J.CH.

Respectfully Recommended
R.1:34-6 Office of Foreclosure

I, Michelle M. Smith, Clerk of the Superior Court of New Jersey, the same being a Court of Record, do hereby certify that the foregoing is a true copy of the FINAL JUDGMENT now on file in my office.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court at Trenton, this 4th day of September, Two Thousand and Twenty.

/s/ Michelle M. Smith, Esquire

MICHELLE M. SMITH, ESQUIRE
CLERK OF THE SUPERIOR COURT

SIGNED AND SEALED IN THE SUPERIOR COURT OF NEW JERSEY

<u>SCHEDULE NUMBER</u>	<u>TRANSFEREE OR PURCHASER OF TITLE</u>	<u>DEED DATE</u>	<u>DATE RECORDED</u>	<u>BOOK AND PAGE REFERENCE</u>
1	FRANCIS NATURALE	01/06/16	02/19/16	3384-95
2	LYDIA CLARK CASE, fka LYDIA J. CLARK	08/17/05	08/30/05	2964-151
3	LYDIA CLARK CASE, fka LYDIA J. CLARK	08/17/05	08/30/05	2964-151
4	FRANCIS NATURALE	01/06/16	02/22/16	3384-352
5	THERESA VOLPE	04/29/94	05/19/94	1998-243
6	STEVEN SQUASHIC, PETER AND MARIA HOELDERLIN, HW	10/15/96	06/23/97	2222-315

STATE CAPITAL TITLE & ABSTRACT COMPANY

P.O. BOX 1477 • TRENTON, NJ 08607
(800) 876-8994 • FAX (609) 771-1821

**SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION**

C E R T I F I C A T E O F R E G U L A R I T Y

TOWNSHIP OF SANDYSTON,
A MUNICIPAL CORPORATION
OF NEW JERSEY,

Plaintiff

BLOCK 1101, LOT 14 (#1)
ASSESSED TO FRANCIS
NATURALE, ROUTE 206
SOUTH, ET AL,

Defendants

Complaint filed APR 24, 2019

Docket number F-7868-19

THE LAW OFFICE OF MICHAEL J.
HANIFAN, P.A.

STATE CAPITAL TITLE & ABSTRACT COMPANY

hereby certifies that it has examined the proceedings in the above entitled cause as they appear in the files in the office of the Clerk of the Superior Court, and that said proceedings appear regular in form to and including the FINAL JUDGMENT, EXCEPT AS NOTED ON THE ATTACHED PAGE.

IN WITNESS WHEREOF, STATE CAPITAL TITLE & ABSTRACT COMPANY *has caused these presents to be signed by its duly authorized officer and its corporate seal to be hereto affixed this 9th day of September Two Thousand Twenty*



STATE CAPITAL TITLE & ABSTRACT COMPANY

Fees INCLUDED

Craig Bottler

Title Officer

This certificate is made for: ATTORNEY OF RECORD

F-7868-19

NOTE: "The published notice for Schedule 6 has a recording date of 2019 rather than 2018."

NOTE: "The mailing to the Transferee for Schedule 6 for Peter and Maria Hoelderlin is in one envelope."