



TOWNSHIP OF MANSFIELD
COUNTY OF WARREN

RESOLUTION 206-2024

RESOLUTION OF THE TOWNSHIP OF MANSFIELD, COUNTY OF WARREN, STATE OF NEW JERSEY HIRING MAX SPANN REAL ESTATE & AUCTION CO. TO PERFORM AN ONLINE PUBLIC AUCTION FOR THE SALE OF REAL PROPERTY OWNED BY THE TOWNSHIP OF MANSFIELD AND NOT REQUIRED FOR PUBLIC PURPOSES TO THE HIGHEST BIDDER PURSUANT TO N.J.S.A. 40A:12-13(a)

WHEREAS, the Local Lands and Buildings Law, N.J.S.A. 40A:12-13(a) authorizes the sale by municipalities of any real property, capital improvements or personal property or interest therein, not needed for public use by open public sale at auction to the highest bidder after the required newspaper advertisements; and

WHEREAS, the Township of Mansfield is the owner of certain real property not needed for public use and the Township Committee has determined that it is in the best interest of the Township to sell the property in an effort to put it back on the active tax rolls; and

WHEREAS, the minimum bid is set at twenty- nine thousand, four hundred and fifty dollars (\$29,450.00), which represents fifty percent (50%) of the assessed value of the parcel; and

WHEREAS, the Township reserves the right to reject all bids; and

WHEREAS, the Township has hired Max Spann Real Estate & Auction Co. to market and auction the property on the Township's behalf; and

WHEREAS, Max Spann real Estate & Auction Co. will be compensated by the successful bidder paying a Buyer's Premium Commission in the amount of ten percent (10%) of the bid price.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Mansfield, County of Warren, State of New Jersey, that the property set forth in the Schedule "A" annexed hereto shall be offered for sale by open public sale at an online auction to the highest bidder, pursuant to N.J.S.A. 40A:12-13(a). Said public auction shall be conducted on October 29, 2024 at 11:00 a.m. over the internet and by telephone.

BE IT FURTHER RESOLVED that the subject property shall be offered for public bidding as set forth below and shall be sold pursuant to the further expressed conditions enumerated below:

1. The Township has hired Max Spann Real Estate & Auction Co. to market and conduct a public auction for the above referenced property. The buyer will pay Max Spann Real Estate & Auction Co. a Buyer's Premium Commission in the amount of ten percent (10%) of the bid price. Buyer's Premium will be incorporated into the purchase price. The Contract price in the purchase agreement shall be one hundred and ten percent (110%) of the highest bid.
2. The public sale shall be performed virtually, on the Auctioneer's website (www.maxspann.com) on a date not determined or as soon thereafter as the matter may be heard and publicly announced, provided the sale is not cancelled.
3. The public sale, if not cancelled, shall take place by open public sale at auction to the highest bidder.
4. The minimum bid is set at twenty-nine thousand, four hundred and fifty dollars (\$29,450.00), which represents fifty percent (50%) of the assessed value of the parcel
5. The Township reserves the right to cancel the auction for any reason. Bidders may wish to contact Max Spann Real Estate & Auction Co. the day before the auction to ensure the auction will occur.
6. Each bid is subject to rejection or acceptance by the Township Committee which shall occur no later than its second (2nd) regular meeting following the auction sale. The Township Committee reserves the right to reject all bids. If no action is taken by the Township Committee by the second (2nd) regular meeting, then the bid shall be deemed to be rejected.

7. The successful bidder, as indicated by the highest bid, shall be required to deposit ten percent (10%) of his or her bid with the Township at the time of the auction. This deposit shall be made by either a certified check, money order or cash in an amount equal to at least ten percent (10%) of the winning bid payable to "Lavery, Selvaggi, & Cohen Attorney Trust Account" and mailed to Michael B. Lavery, Esq., Lavery, Selvaggi, & Cohen, P.C., 1001 Route 517, Hackettstown, NJ 07840. All monies so received will be credited toward the total sale price. The deposit made by the purchaser is non-refundable. The risk of loss is on the purchaser.
8. The successful bidder, as indicated by the highest bid, shall be required to execute a Contract for Sale of Real Estate at the time of the auction and mail same with the deposit check to the address above. A copy of the contract for the property is on file with the Township Clerk.
9. The auction shall be conducted by Max Spann Real Estate & Auction Co. under its published terms and conditions.
10. All bidders should be aware that the property is being sold in an as-is condition and the Township makes no representation regarding the condition of the property or its suitability for building or other land uses.
11. The successful bidder(s) shall be required to pay all recording fees.
12. The successful bidder(s) shall bear the cost of recording the deed(s) and agree(s) that the deed(s) shall be recorded on behalf of the purchaser by the Township Attorney. The successful bidder, prior to closing of title, will not be permitted to assign his or her bid nor any right, title, or interest in the property on which the bid was made.
13. The burden is on all successful bidders to obtain any and all variances and/or approvals from the Land Use and Development Ordinance of the Township of Mansfield from the appropriate municipal agency. Closing of title is not contingent upon the issuance of any required land use approval.
14. Title is to close within **FORTY-FIVE (45)** calendar days of confirmation of the bid by the Township Committee at the Township Attorney's office, unless otherwise extended in the sole discretion of the Township Committee, but if the last day for closing of title falls on a Saturday/Sunday, or legal holiday, then title shall close on the following day. Time is of the essence.
15. All conveyances shall be by **BARGAIN AND SALE DEED** from the Township of Mansfield to the successful bidder, to be dated on the date of closing of title.
16. The sale price, as may result from this auction sale, may not be used before any County Board of Taxation, State Tax Court or in any other court of this State to challenge the assessment with respect to the subject property nor may same be used as a comparable sale to challenge an assessment with regard to other properties.
17. All successful bidders are required to conduct all desired title searches at their expense prior to the date of closing. If the title to this property shall prove to be unmarketable, the liability of the Township shall be limited to the repayment to the purchaser the amount of his or her deposit and any portion of the purchase price paid without any further cost, expense, damage or claim. Notice of any alleged defect in title or claim of unmarketability shall be given to the Township in writing no later than thirty (30) calendar days after the date of confirmation of the sale by the governing body of the Township of Mansfield. Failure to give such notice shall be deemed conclusive evidence that the purchaser accepts title in its then-present condition.
18. All prospective purchasers are put on notice that no employee, agent or officer of the Township of Mansfield has authority to waive, modify or amend any of the conditions of sale.
19. If the successful bidder was the sole or part owner of the property to be sold at the time the Township acquired title by a tax foreclosure, said bidder may not reacquire the property directly or indirectly without complying with the following condition: The successful bidder of any property at this auction, by making such bid, thereby agrees to pay the Township at closing of title the difference, if any, between the total amount of taxes, plus interest and penalties due at the time of the judgment of foreclosure was entered and the amount of the successful bid.
20. It is conclusively presumed that a bidder, prior to taking his or her bid, has done the following:
 - a. Checked the exact location, including the correct street address and lot size of the property on the Official Tax Maps that are available at the Assessor's Office.
 - b. Responsibility for failure to comply with the above-mentioned conditions and guidelines will be fully assumed by the purchaser.
21. A failure by the purchaser to fully comply with the terms, conditions, requirements and regulations of sale as herein contained shall be considered, at the option of the Township of Mansfield, as a material breach of the conditions of sale whereupon the Township of Mansfield may declare said contract or purchase

terminated and at an end. All monies paid on behalf of the purchase price, by way of deposit or otherwise, may be retained by the Township as its liquidated damages and it may thereafter resell the said property and/or pursue such other and further legal and/or equitable remedies as it may have and the defaulting purchaser shall continue to remain liable for all damages and losses sustained by the Township of Mansfield by reason of any such default.

22. In the event the Township is unable to convey clear and marketable title, insurable at regular rates by a title insurance company licensed to do business in the State of New Jersey, the Township will forthwith return to the purchaser any and all deposit moneys previously submitted by the purchaser, and neither party shall have any further rights against the other. The acceptance of a deed by the purchaser from the Township shall extinguish any claims that said purchaser may have against the Township in connection with the quality of title conveyed.
23. The property herein sold may be subject to existing encumbrances, liens, easements, zoning ordinances, other restrictions of record, such facts as an accurate survey would reveal and any present or future assessments for the construction of improvements benefiting said property. Any descriptions of the properties published by the Township are intended as a general guide only and may not be accurate. Neither the Township nor the Auctioneer make any representations as to the presence or absence of wetlands or any other environmental conditions on the property and the purchaser assumes the risk of any such condition, all property being sold "as is."
24. The sale is made subject to such state of facts as an accurate survey may disclose, existing tenancies, rights of persons in possession, easements, conditions, covenants, restrictions and any other encumbrances of title.
25. The sale is made subject to all applicable laws and ordinances of the State of New Jersey and the Township of Mansfield.
26. Successful bidders agree to the following conditions:
 - a. To pay prorated property taxes for the balance of the current year as of the date of closing.
 - b. To abide by appropriate zoning, subdivision, health and building regulations and codes and stipulations that this sale will not be used as grounds to support a challenge of the existing assessment of the subject property, nor shall the purchase price be used as a comparable sale to challenge assessments with regard to other properties.
 - c. That the failure to close title as agreed shall forfeit to the Township of Mansfield any and all money deposited with the Township.
27. The Township reserves the right to waive any and all defects and informalities in any bid and to accept or reject any and all bids at the public sale and to not award to the highest bidder. No bid shall be considered finally accepted until passage of a resolution by the Township Committee as set forth herein.
28. If any section or provision of this Resolution shall be held invalid in any court of competent jurisdiction, the same shall not affect the other sections or provisions of this Resolution, except so far as the section of the provision so declared invalid shall be inseparable from the remainder or any portion thereof.

Motion: Approve Resolution Moved by: Mc Guinness; Seconded by: Hayes

Vote: Motion carried by roll call vote (Summary: Yes=5)

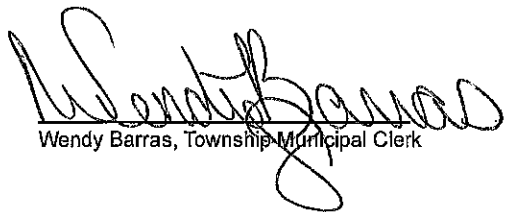
Yes: Farino, Hayes, Mc Guinness, Mora Dillon, Watters

No:

Abstain:

Absent:

I, Wendy Barras, Township Municipal Clerk of the Township of Mansfield, in the County of Warren, State of New Jersey hereby certify this to be a true copy of the action of the Governing Body, at its Regular Meeting held September 11, 2024. Witness my hand this 12th day of September, 2024.



Wendy Barras, Township Municipal Clerk

SCHEDULE "A"

Snyder Road, Mansfield, New Jersey, known as Block 1001.02, Lot 33.03, approximately 15.06 acres, A Zone