

PUBLIC NOTICE

BOROUGH OF EAST NEWARK
COUNTY OF HUDSON, STATE OF NEW JERSEY

NOTICE OF PUBLIC SALE AT AUCTION

PLEASE TAKE NOTICE that the parcels of land, as more particular set forth on the Schedule annexed hereto, located within the Borough of East Newark, shall be offered for public sale at auction to the highest bidder on THURSDAY APRIL 7, 2022, at 4:00 P.M., at in the Council Room of East Newark Borough Hall, 34 Sherman Avenue, East Newark, New Jersey 07029; and

PLEASE TAKE FURTHER NOTICE that the sale is intended to be live and in-person with no virtual access option. However, the Borough reserves the right to: (a) either add a virtual access option; or (b) switch exclusively to a virtual meeting. Should a decision regarding virtual access be made; the Borough shall make every effort to provide as timely notice as possible. However, prospective bidders and interested members of the public should continue to monitor the Borough's website or call the Clerk's Office at (973) 481-2902, ext. 237; to see if a virtual option has been extended; and

PLEASE TAKE FURTHER NOTICE that the Schedule of Parcel(s) offered for sale is as follows:

SCHEDULE OF PARCEL(S) TO BE OFFERED FOR SALE

<u>Parcel No.</u>	<u>Block</u>	<u>Lot</u>	<u>Street Address</u>	<u>Square Footage / Lot Acreage</u>
1	10	2	250 Grant Avenue	5,055 sf or 0.12- acres

PLEASE TAKE FURTHER NOTICE that the aforesaid public sale at auction of the above parcel(s) shall be subject to the following terms and conditions which shall be deemed included in the bidder's bid thereof:

1. The description of the property is intended as a general guide only and may not be accurate. That no representations of any kind are made by the Borough of East Newark as to the condition of the property/parcel, said property/parcel is being sold in its present condition "as is". In addition, the Borough makes no representation as to the presence or absence of wetlands or any other environmental conditions on the property/parcel.
2. The minimum price at which the property/parcel shall be offered for sale shall be five hundred thousand dollars (\$500,000.00).
3. The Mayor and Council, by not later than their second regular meeting following the holding of the aforesaid public auction sale, shall with respects to the sale of said property/parcel or land, either accept the highest bid therefor, or reject all bids, and the Mayor and Council expressly reserve the right to reject all bids respecting the sale of the property/parcel.
4. The auction sale of said property/parcel shall be conducted by the Borough Clerk (or his designee), who may adjourn same, at the above time and place or prior thereto, for a period of not more than one (1) week, without readvertising; and the Borough Clerk is authorized and directed to place the required advertisement of sale, to accept deposits, to conduct said

- sale, and to acquire proofs of the bidder's ability to comply with the conditions hereinabove and hereafter stated.
5. That the Purchaser of the property/parcel, at its sole expense, shall have a right to conduct environmental and other inspections of the property/parcel with results satisfactory to Purchaser and its lender but must complete such inspections within thirty (30) days of bid acceptance.
 6. The successful bidder shall be responsible for the cleanup of any environmental contamination located on, under, over or within the above parcel. No deduction shall be made from the purchase price for such cleanup. The successful bidder shall indemnify and hold harmless the Borough of East Newark from any claims relating to such environmental contamination or the cleanup thereof.
 7. That the Purchaser shall obtain a survey and meets and bounds description of the entire tract, which said survey and description will be at the Purchaser's sole expense, in form and substance satisfactory to the Borough and the Purchaser; and said survey and meets and bounds description shall be certified to the Borough.
 8. That the Purchaser's receipt of a title commitment, which said title commitment will be at the sole expense of the Purchaser, with respect to the property/parcel, to be obtained, stating that Seller has good, indefeasible and marketable fee simple title to the property, free and clear of all liens and encumbrances except such matters as may be acceptable to Purchaser or as otherwise provided for herein or public or private utility easements or rights-of-way.
 9. It is understood that the Acquisition is subject to applicable New Jersey law concerning disposition of municipal real estate.
 10. This 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 and restrictions and any other encumbrances of title.
 11. Said sale shall be subject to applicable federal, state, county and local statutes, ordinances, codes and rules and regulations, including specifically, but not limited to, applicable zoning and land use ordinances and building, plumbing, electrical, fire or similar codes in effect in the Borough of East Newark as well as the New Jersey Local Land and Buildings Law, N.J.S.A. 40A:12-1 et seq.
 12. Any sale of the above parcels shall be for cash, certified check or cashier's check from a bank authorized to do business within the State of New Jersey, and any bid made at the holding of such sale shall be accompanied by a deposit, in cash, certified check or cashier's check, in an amount equal to 10% of the minimum bid. Closing of such sale shall take place not more than 60 days following the confirmation of such sale and acceptance of such bid by the Mayor and Council, and at closing the balance of the purchase price and closing proceeds shall be paid in full by cash, certified check or cashier's check, at which time a properly executed Deed of Bargain and Sale, with covenant against Grantor's Acts shall be delivered to the Purchaser. Such conveyance shall be subject to all covenants, restrictions, reservations and easements established of record or by prescription and without representations as to character of title of the property/parcel to be conveyed. It is further understood that if both the Purchaser and the Borough are represented by legal counsel; and said legal counsel agree, the balance of the purchase price and closing proceeds may be paid by checks from an Attorney Trust Account from a bank authorized to do business within the State of New Jersey. It is also further understood that the closing date shall be considered "time of the essence", provided however, that upon recommendation of the Borough Attorney, the Mayor and Council may extend such 60-day period if, in their judgment, good cause exists for such extension.

13. As a condition of a sale of the aforesaid property/parcel, the Purchaser thereof shall be required to pay at closing the cost of advertising the said sale, recording fees of any deeds, mortgages and affidavits, statutory notices, appraisal fees, a sum for legal fees of the Borough Attorney incurred on behalf of the Borough respecting such sale (including, but not limited to the costs of preparation of all legal documents including any special property description) and all other charges incurred by the Borough in order to effect the sale pursuant to law.
14. Should the title to the property/parcel prove to be unmarketable for any reason, the liability of the Borough shall be limited to the repayment to the Purchaser of the deposit and any portion of the purchase price paid and shall not extend to any further costs, expenses, damages or claims. Notice of any alleged defect in title or claim must be served on the City Clerk with copy to the Borough Attorney, by the Purchaser, in writing no later than thirty (30) days after the sale is approved by the Mayor and Council, failure upon the part of the Purchaser to give written notice within said time shall be deemed conclusive proof that the Purchaser accepts the title in its present condition. The Borough shall have the right, but shall not be required, to correct any defects in title and if the Borough refuses to correct any defect in title, it shall only be required to return the bid deposit.
15. In the event the successful bidder fails to enter into a contract of sale following confirmation of the acceptance of his bid within ten (10) days after submission thereof by the Borough of East Newark, or in the event the successful bidder fails to close in accordance with the terms hereof, the Township may retain the bidder's deposit monies as liquidated damages.
16. Closing shall take place in the office of the Borough Attorney, Michael A. Cifelli, Esq., c/o Hardin, Kundla, McKeon & Poletto, Esqs., 673 Morris Avenue, Springfield, New Jersey 07081, or such other location upon which the parties may mutually agree.
17. Acceptance by the Mayor and Council of the highest bid shall constitute a binding agreement of sale, and the Purchaser shall be deemed to agree to comply with the terms and conditions of the sale herein contained.
18. Bidders shall not be permitted to withdraw Bidder's Bid without approval of the Mayor and Council.
19. The Borough of East Newark assumes no responsibility to maintain said parcel prior to closing and the risk of loss, if any, is upon the successful bidder.
20. The Borough of East Newark does not represent that the parcel is developable and shall not be required to correct any violations of law or provide a Certificate of Occupancy or similar document at the time of closing.
21. The successful bidder may not assign the contract to purchase said parcel without the prior written consent and approval of the Borough of East Newark which may be withheld at the Borough's sole discretion.
22. Real estate taxes, water and sewer charges shall be adjusted/pro-rated as of the date of closing.
23. The Borough of East Newark shall not pay any broker's commission in connection with this sale and the successful bidder shall indemnify and hold harmless the Borough of East Newark from any such claim therefor arising by reason of the conduct of the successful bidder.
24. Except as set forth herein, the terms and conditions of the sale shall not be modified except as may be mutually agreed upon in writing, by the Borough and the successful bidder, provided that no such modifications shall result in a violation of the bidding statute.
25. The sale shall not be subject to nor contingent upon the successful bidder receiving approvals for any subdivision, site plan, variance or other application for development.

26. All prospective purchasers are put on notice that no employee, agent or officer of the Borough of East Newark has authority to waive, modify or amend any of the conditions of sale.
27. It is conclusively presumed that a bidder prior to making his or her bid has done the following: (a) checked the exact location, including the correct street address and lot size of the property/parcel on the Official Tax Maps which are available at the Assessor's Office; (b) checked the zoning restrictions to ascertain the legal use of property (this information can be obtained from the Borough Zoning Office); and (c) made a personal inspection of the property/parcel prior to bidding on a piece of property. Responsibility for failure to comply with the abovementioned conditions and guidelines will be fully assumed by the purchaser.
28. In additions to the provisions of Section 15 above, 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 Borough of East Newark, as a material breach of the conditions of sale whereupon the Borough of East Newark 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 Borough as its liquidated damages and it may thereafter resell said property/parcel and/or pursue such other and further legal and/or equitable remedies as it may have and the defaulting purchasers shall continue to remain liable for all damages and losses sustained by the Borough of East Newark by reason of any such default.
29. All sales are subject to final approval by the Mayor and the Council. Parties interested in submitting bids and who require additional information should contact: Kevin D. Harris, Borough Clerk, Borough of East Newark, 34 Sherman Avenue, East Newark, New Jersey 07029.

Kevin D. Harris
Borough Clerk