

RESOLUTION NO. 2023-164

RESOLUTION OF THE TOWNSHIP OF LITTLE EGG HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY, AUTHORIZING THE EXECUTION OF A CONTRACT FOR SALE FOR 485 PARKERTOWN ROAD ALSO KNOWN AS BLOCK 114, LOT 62 ON THE TAX MAP OF THE TOWNSHIP OF LITTLE EGG HARBOR PURSUANT TO N.J.S.A. 40A:12-13.2 AND N.J.S.A. 40A:12-13(b)(5)

WHEREAS, the Township is the owner of property located at 485 Parkertown Road, Little Egg Harbor, also known as Block 114, Lot 62, on the Tax Map of the Township of Little Egg Harbor, and same is no longer needed for public use; and

WHEREAS, pursuant to N.J.S.A. 40A:12-13.2, “[n]otwithstanding any provision of law to the contrary, whenever any municipality intends to sell real property which is less than the minimum size required for development under the municipal zoning ordinance and is without any capital improvements thereon, it shall accord the owner or owners of any real property contiguous to such real property the right to prior refusal to purchase such land; and

WHEREAS, 485 Parkertown Road, also known as Block 114, Lot 62, is less than the minimum size required for development under the municipal zoning ordinance and is without any capital improvements thereon; and

WHEREAS, pursuant to N.J.S.A. 40A:12-13(b)(5), the Township may authorize a sale to the owner of the real property contiguous to the real property being sold; provided that the property being sold is less than the minimum size required for development under the municipal zoning ordinance and is without any capital improvement thereon; except that when there is more than one owner with real property contiguous thereto, said property shall be sold to the highest bidder from among all such owners; and

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WHEREAS, an opportunity was offered to both contiguous property owners of 485 Parkertown Road, namely Ryan Martin/Dana Cannon and Project Property Rehab LLC, to which only Ryan Martin/Dana Cannon indicated interest in purchasing said undersized vacant lot; and

WHEREAS, the Township Appraiser has provided an appraisal of Block 114, Lot 62 and by correspondence dated February 3, 2023 to the Township Administrator, stated that \$15,000 to \$16,000 would not be unreasonable for the subject property; and

WHEREAS, any such sale by the Township pursuant to N.J.S.A. 40A:12-13(b)(5) shall be for not less than the fair market value of said real property; and

WHEREAS, the Township has accepted an offer of \$15,000 from the contiguous property owner, Ryan Martin/Dana Cannon and has determined that said purchase price is a fair market value; and

WHEREAS, in the case of any sale of real property hereafter made pursuant to N.J.S.A. 40A:12-13(b), a list of the property so authorized to be sold, together with the minimum price, respectively, as determined by the governing body, shall be included in the resolution or ordinance authorizing the sale, and shall be posted on the bulletin board or other conspicuous space in the building which the governing body usually holds its regular meetings, and advertisement thereof made in a newspaper circulating in the municipality or municipalities in which the real property is situated, within five days following enactment of said resolution or ordinance; and

WHEREAS, offers for any or all properties so listed may thereafter be made to the governing body or its designee for a period of 20 days following the advertisement herein required, at not less than said minimum prices, by any prospective purchaser, real estate broker, or other authorized representative; and

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WHEREAS, in any such case, the governing body may reconsider its resolution or ordinance, not later than 30 days after its enactment, and advertise the real property in question for public sale; and

WHEREAS, the Township shall file with the Director of the Division of Local Government Services in the Department of Community Affairs, sworn affidavits verifying the publication of advertisements as required by this N.J.S.A. 40A:12-13(b); and

WHEREAS, the Township desires to enter into a Contract for Sale for 485 Parkertown Road, also known as Block 114, Lot 62, in the Township of Little Egg Harbor and to take any and all necessary action to authorize transfer of title at closing.

NOW, THEREFORE, BE IT RESOLVED, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey as follows:

1. That the governing body, as owner of 485 Parkertown Road, also known as Block 114, Lot 62, in the Township of Little Egg Harbor, authorizes the acceptance of the offer of \$15,000 from Ryan Martin and Dana Cannon, contiguous property owners, and finds same accords with the fair market value pursuant to N.J.S.A. 40A:12-13(b)(5).

2. That the governing body is hereby further authorizes execution of a Contract for Sale with Dana Cannon and Ryan Martin for the sale of 485 Parkertown Road, also known as Block 114, Lot 62, in the Township of Little Egg Harbor, in a form acceptable to the Township Attorney.

3. That the Mayor is hereby authorized to execute and the Township Clerk to attest to said Contract for Sale with Dana Cannon and Ryan Martin for the sale of 485 Parkertown Road, also known as Block 114, Lot 62, in the Township of Little Egg Harbor.

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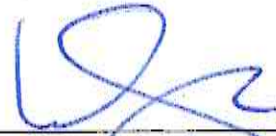
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4. That the Township Attorney is authorized to prepare any and all necessary documentation to effectuate the sale of 485 Parkertown Road, also known as Block 114, Lot 62, in the Township of Little Egg Harbor.

5. That a certified copy of this resolution shall be forwarded to the Township Administrator, Township Attorney, Dana Cannon, Ryan Martin and the Director, Local Government Services, State, Department of Community Affairs.

CERTIFICATION

I, **KELLY LETTERA, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on this **11th** day of **May, 2023**.



KELLY LETTERA, RMC
Township Clerk
Little Egg Harbor Township

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CONTRACT FOR SALE OF REAL ESTATE

This Contract for Sale is made on _____, 2023

By and Between, Dana Cannon and Ryan Martin, hereinafter referred to as the Buyers,
whose address is 179 Oak Lane, Little Egg Harbor, New Jersey 08087,

AND

The Township of Little Egg Harbor, hereinafter referred to as the Seller,
whose address is 665 Radio Road, Little Egg Harbor, New Jersey 08087,

1. Agreement to Purchase: The Seller agrees to sell and the Buyers agree to buy the property described herein.

2. Property: The property consists of: (a) the land, together with all buildings, fixtures and other improvements, if applicable, and (b) all of the Seller's rights relating to the property. The property is commonly known as 485 Parkertown Drive, also known as Block 114, Lots 62, in the Township of Little Egg Harbor per the Municipal Tax Map.

3. Price: The purchase price is \$15,000.00.

4. Closing: The estimated date for closing is within 60 days of the fully-executed Contract by all parties.

5. Title Transfer and Possession: At the time of closing, Seller will transfer title to the Buyer via a Deed known as a Quit Claim Deed. Immediately upon closing, Buyer will be given possession of the property free from any tenancies, except as follows: **None.**

6. Condition of Title: Buyer understands that said property is conveyed via a Quit Claim Deed and the Seller makes no representations as to title.

7. Adjustments at Closing/Assessments: All rents, taxes, water and sewer charges or similar charges will be adjusted as of the date of closing. Notwithstanding anything to the contrary herein, Seller shall have the right to satisfy any

lien or monetary claim against the property from the proceeds of sale at the time of closing. Any assessments for municipal improvements completed prior to the date of settlement shall be paid by the Seller from the proceeds of sale. In the event that an exact amount is not yet known, an escrow will be established in an amount as estimated by the assessing authority. The parties agree that any omissions and/or errors in making final adjustments at the time of closing shall be corrected and paid within seven (7) days after written notification of such omission or error by either party giving notice to the other party or their respective attorney. This provision shall survive closing for a period of 30 days.

8. Brokers' Commission: The parties mutually warrant that no real estate broker is entitled to any commissions as a result of this sale.

9. Complete Agreement: The within contains the entire agreement between the parties, which can only be amended by written agreement.

10. Termination: If this contract is terminated because of the breach of either party, then the non-breaching party shall retain any and all rights and remedies available to such party at law or in equity.

11. Parties Liable: This contract is binding upon the Buyers and the Seller, and to all who succeed to their rights and responsibilities.

12. Environmental Disclosures: Seller represents, that to the best of the Seller's knowledge and belief, the property does not contain any (a) abandoned underground storage tank; (b) soil pollution or ground water contamination of any kind; (c) any lands subject to any wet-lands act of the State of Federal government; (d) land subject to any order of any governmental agency mandating any cleanup of any toxic or harmful substance; (e) land subject to application of the Environmental Cleanup Responsibility Act, the Industrial Site Recovery Act, or any similar law or regulation; (f) land subject to a riparian claim of the State of New Jersey; (g) asbestos or urea-formaldehyde foam insulation; (h) excessive levels of radon gas; or (i) other condition adversely affecting the value of the property or the health and safety of the occupants. **The representations in paragraph 12 herein are not intended as warranties or**

guarantees by the Seller; but are stated to the best of the Seller's knowledge and belief. If any oil tank(s) was/were previously removed from the property, Seller will provide written certification of such.

13. Notices: Any notice required herein shall be made in writing to the party or that party's attorney. Notices under this contract must be in writing. Facsimile or email transmissions shall be an acceptable method of delivery of service for all such notices to all parties and/or their respective counsel, providing that proof of said transmission is provided upon request, (except service of Time of the Essence which must be certified mail return receipt requested and fax or email transmission). Delivery must be between 9:00 a.m. and 5:00 p.m. Monday thru Friday on a non-legal holiday or delivery shall be considered the next business day;


14. TIME FRAMES: Should a time period for performing any contractual obligation expire, the party or parties asserting the waiver or forfeiture of a right or rights due to that expiration of the time period shall notify the other party of the expiration and of the right or rights which, but for this paragraph, would be waived or forfeited as a result of that expiration. The party receiving that notice shall have three business days to respond and to comply with the relevant provision of the contract. If the obligation has not been fully complied with within those three days, the waiver or forfeiture provision shall be take effect. Regarding the closing of title date, either party may serve a "time of the essence" letter on the other party through their attorney providing a date certain on which closing must occur or the delaying party shall be in breach of contract. 10 calendar days shall be considered 'reasonable time'.

IN WITNESS THEREOF, the parties sign the within agreement as of the date indicated herein.

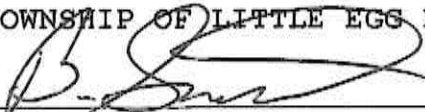
Date Signed:

SELLER:

Attested to:



Kelly Lettera, RMC
Township Clerk
Little Egg Harbor
Township

TOWNSHIP OF LITTLE EGG HARBOR


Blaise Scibetta
Mayor,
Little Egg Harbor Township

BUYERS:



DANA CANNON

DATED: 4/22/23



RYAN MARTIN

DATED: 4/22/23