

## PUBLIC NOTICE

### NOTICE AND ADVERTISEMENT OF PUBLIC SALE BY AUCTION OF REAL ESTATE BY THE TOWNSHIP OF CLARK, COUNTY OF UNION, STATE OF NEW JERSEY

**PLEASE TAKE NOTICE** that pursuant to N.J.S.A. 40A:12-13, and Resolution No. **25-176**, which is incorporated herein by reference and is available in the Township Clerk's Office) (the "Authorizing Resolution"), the Township of Clark Council has authorized by public auction the sale of Township-owned real property identified below, located in the Township of Clark which will be conducted on **Thursday, November 6, 2025, at 10:00 a.m.** by sealed bid. The public auction will be conducted at the Town Hall (Room 30), Township of Clark, 430 Westfield Avenue, Clark, New Jersey, 07066.

The property to be sold is described as follows:

<u>Block/Lot</u>	<u>Property Location</u>	<u>Lot Size</u>	<u>Bid Minimum</u>
125/11	Haliday Street	.10 Acre	\$255,000.00

The sale of the property is being made subject to the terms, conditions, restrictions and limitations of the Authorizing Resolution and a Contract for Sale between the successful bidder and the Township and the following terms and conditions:

1. The descriptions of the property are intended as a general guide only and may not be accurate or relied upon by the bidder. No representations or warranties of any kind are made by the Township of Clark as to the condition of the property; the premises are being sold strictly in their present condition "AS IS".

2. The sale is made subject to all applicable laws, statutes, regulations and ordinances of the United States, State of New Jersey, County of Union, and the Township of Clark.

3. No employee, agent or officer of the Township of Clark has any authority to waive, modify or amend any conditions of the sale.

4. Bids for any and all of the property must be made for a sum equal or greater to the minimum bid price of Two Hundred Fifty-Five Thousand Dollars (\$255,000.00).

5. The property will be conveyed by a Quitclaim Deed and such conveyance shall be subject to all covenants, restrictions, reservations and easements established of record or by prescription and without representation or warranty as to character of title of the property to be conveyed.

6. All sales are subject to the Local Lands and Buildings Law, N.J.S.A. 40A:12-1, *et seq.* and all rights reserved by the Township by such law.

7. Bidder shall deposit cash, check or money order in the amount of not less than ten percent (10%) of the of the bid price at the time that the bid is submitted. In the event the successful bidder fails to deposit ten percent (10%) of the bid price at the time that the bid is submitted, the Township shall be entitled but not obligated to re-auction the property at public sale. If the successful bidder

fails to pay the deposit and the Township re-auctions the property at public sale, such 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.

8. The successful bidder shall abide by all zoning, subdivision, health and building regulations and codes and acknowledges that this sale will not be used as grounds to support any variance from or relaxation of the Township's Zone Code.

9. The successful bidder acknowledges that failure to close title as agreed shall be cause to forfeit all funds deposited with the Township to and in favor of the Township.

10. The successful bidder acknowledges 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 property.

11. The Township reserves the right to withdraw the offer of sale of each property and to reject all bids.

12. All sales are subject to final approval by the Township Council.

13. The Township does not and shall not warrant or certify title to the property and in no event shall the Township of Clark 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 rights and claims in or for 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 a later determination is made that title is defective, the Township shall not be responsible for the same and shall not be required to refund money or correct any defect in title or be held liable for damages.

14. Acceptance of the offer by the Township Council of the highest bid shall constitute a binding agreement of sale, and the purchaser-successful bidder shall be deemed to agree to comply with the terms and conditions of the sale herein contained.

15. The successful bidder shall bear the burden of obtaining any and all approvals from the appropriate municipal, county or state government agency, if applicable. The successful bidder shall also bear the burden of obtaining and paying for any and all necessary permits, connections, and/or arrangements to provide for all utilities, cable, water, electric, sewer or solid waste disposal.

16. The Township reserves the right to accept the highest responsive bid if equal to or greater than the minimum bid price, or to reject all bids at the public sale and not to award to the highest bidder. The Township reserves the right to waive any and all defects and informalities in any proposal, and to accept or reject the highest responsible and responsive bid deemed to be in the best interest of the Township.

17. 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 which the Township Council may impose on any parcel at the time of the sale, including but not limited to restrictions on the use to be made of such real property, capital improvements or personal property and any conditions of sale as buildings or structures, or as to the type, size or other specializations of buildings or structures, and the time

within such conditions shall be operative, or any other conditions of sale in like manner to the same extent as by any other purchaser.

18. In addition to the terms and conditions set forth herein, successful bidders agree that the Township shall impose the following conditions: a. To deposit cash, cashier's check or money order in an amount not less than ten (10%) percent of the bid price at the time that the bid is submitted. b. To pay on or before the date of closing the following:

i. The balance of the purchase price.

ii. The cost of preparation of all legal documents and advertising costs relating to the property.

iii. The prorated real estate taxes, water and sewer charges, and/or any and all other municipal or governmental assessments for the balance of the current year as of the date of closing.

iv. The realty transfer fees.

v. The cost for legal advertisement.

vi. All recording fees.

19. That in the event Purchaser fails to close title, Purchaser shall forfeit to and in favor of the Township of Clark any and all money deposited with the Township.

20. That the description of the property is intended as a general guide only and may not be accurate. No representations or warranties of any kind are made by the Township of Clark as to the condition of the property; the premises are being sold in their present condition "as is."

21. 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.

22. That the Title shall close within sixty (60) days of the Township's acceptance of a bid, and that date shall be considered time of the essence. The Township reserves the right to require that two or more pieces of contiguous property under the same ownership, be merged and treated as one piece of property.

23. Bidder shall not be permitted to withdraw Bidder's bid without approval of the Township Council.

24. The successful bidder shall be required to pay, at the time of closing of title, the cost of legal advertising of the sale of this property which is the subject of this public sale plus the proportionate cost of the transcript, if applicable.

25. This sale is also subject to the further condition that if the State of New Jersey or any upland owner has any rights or claims to the land being sold herein by reason of a riparian interest or otherwise, and charges which are levied or are to be so levied by the State of New Jersey or upland owner for said riparian interest or otherwise are to be borne by the Purchaser, in addition to the sale price for said property.

26. All prospective purchasers are put on notice that no employee, agent, or officer of the Township of Clark has authority to waive, modify, or amend any of the conditions of sale.

27. If the successful bidder was the sole or part owner of the property to be sold at the time the Township of Clark acquired title by tax foreclosure, said bidder may not reacquire the property directly or indirectly without complying with the following conditions: Payment to the Township at closing of title the difference, if any, between the total amount of taxes, plus interest and penalties, attorney's fees and costs, due at the time of the judgment of foreclosure was entered and the amount of the successful bid.

28. 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 on the Official Tax Maps which are available at the Tax Assessor's Office; (b) checked the zoning restrictions to ascertain the legal use of the property (this information can be obtained from the Township of Clark Zoning Office); and (c) make a personal inspection of the property 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.

29. 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 Clark, as a material breach of the conditions of sale, whereupon the Township of Clark 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 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 Clark, by reason of any such default.

30. All sealed bids shall be submitted to the Clerk's Office of the Township of Clark, Town Hall, 430 Westfield Avenue (Room 30), Clark, New Jersey 07066 (732-388-3669). The sealed bid shall provide the block, lot, common street address and bid amount, along with the ten percent (10%) deposit by cash, check or money order payable to the "Township of Clark". The sealed bid shall be enclosed in a sealed envelope bearing the name and address of the bidder and clearly marked on the outside of the envelope: "Bid for Block 94, Lot 11, Lionel Street." The sealed bids shall be received by the Township of Clark Clerk up to and no later than **Thursday, November 6, 2025, at 10:00 a.m.** prevailing time. The bids will thereafter be opened and read on **Thursday, November 6, 2025, at 10:00 a.m.** Late bids will not be accepted.

Edith Merkel, Township Clerk  
Township of Clark  
430 Westfield Avenue  
Clark, New Jersey 07066  
732-388-3669