

**PUBLIC NOTICE**  
**NOTICE OF PUBLIC SALE BY AUCTION OF REAL ESTATE BY THE**  
**TOWNSHIP OF ELK, COUNTY OF GLOUCESTER, STATE OF NEW JERSEY FOR**  
**BLOCK 30, LOT 4 (830 JACOB HARRIS LANE); BLOCK 67, LOT 18**  
**(283 UNION STREET) AND BLOCK 26, LOT 1 (699 CLEMS RUN)**

PLEASE TAKE NOTICE that pursuant to N.J.S.A. 40A:12-13 and Ordinance No. O-7-2018 (830 Jacob Harris Lane and 283 Union Street) and Ordinance No. O-10-2019 (699 Clems Run), the Elk Township Committee has authorized via public auction the sale of Township owned real property. A public auction for the properties identified below will be conducted on February 11, 2020, at 4:00 p.m. The public auction will be conducted at the Elk Township Municipal Building, 680 Whig Lane, Monroeville, New Jersey.

The properties to be sold are described as follows:

|    | <b><u>Block</u></b> | <b><u>Lot</u></b> | <b><u>Property Location</u></b> | <b><u>Lot Size</u></b> | <b><u>Bid Minimum</u></b> |
|----|---------------------|-------------------|---------------------------------|------------------------|---------------------------|
| 1. | 30                  | 4                 | 830 Jacob Harris Lane           | 6.03 acres ±           | \$138,300.00              |
| 2. | 67                  | 18                | 283 Union Street                | 5.20 acres ±           | \$106,200.00              |
| 3. | 26                  | 1                 | 699 Clems Run                   | 1.40 acres ±           | \$72,800.00               |

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

1. 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 Elk 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 Gloucester and the Township of Elk.
3. No employee, agent or officer of the Township of Elk has any authority to waive, modify or amend any conditions of the sale.
4. Bids for the properties must be made for a sum equal or greater to the minimum bid.
5. The properties 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 as to character of title of the properties 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 10% of the high bid price at the time of sale. In the event the successful bidder fails to deposit 10% of the bid price at the time of the sale, the Township will re-auction the property at the same public 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.
8. The winning 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 Zoning Code.
9. The winning bidder acknowledges that failure to close title as agreed shall be cause to forfeit all funds deposited with the Township.
10. The winning 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 properties.
11. The Township reserves the right to withdraw the offer of sale of each property.
12. All sales are subject to final approval by the Township Committee.
13. The Township does not warrant or certify title to the property and in no event shall the Township of Elk 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 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 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.
15. The successful bidder shall bear the burden of obtaining any and all approvals from the appropriate municipal, county or 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 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 Committee 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 10% of the high bid price at the time that the bid is submitted.
  - b. To pay on or before the date of closing:
    - i. The balance of the purchase price.
    - ii. The cost of preparation of all legal documents and advertising costs relating to each property.
    - iii. The prorated real estate taxes, for the balance of the current quarter as of the date of closing.
    - iv. The realty transfer fees.
    - v. All recording fees.

Debora R. Pine, Clerk  
Township of Elk  
680 Whig Lane  
Monroeville, NJ 08343  
856-881-6525