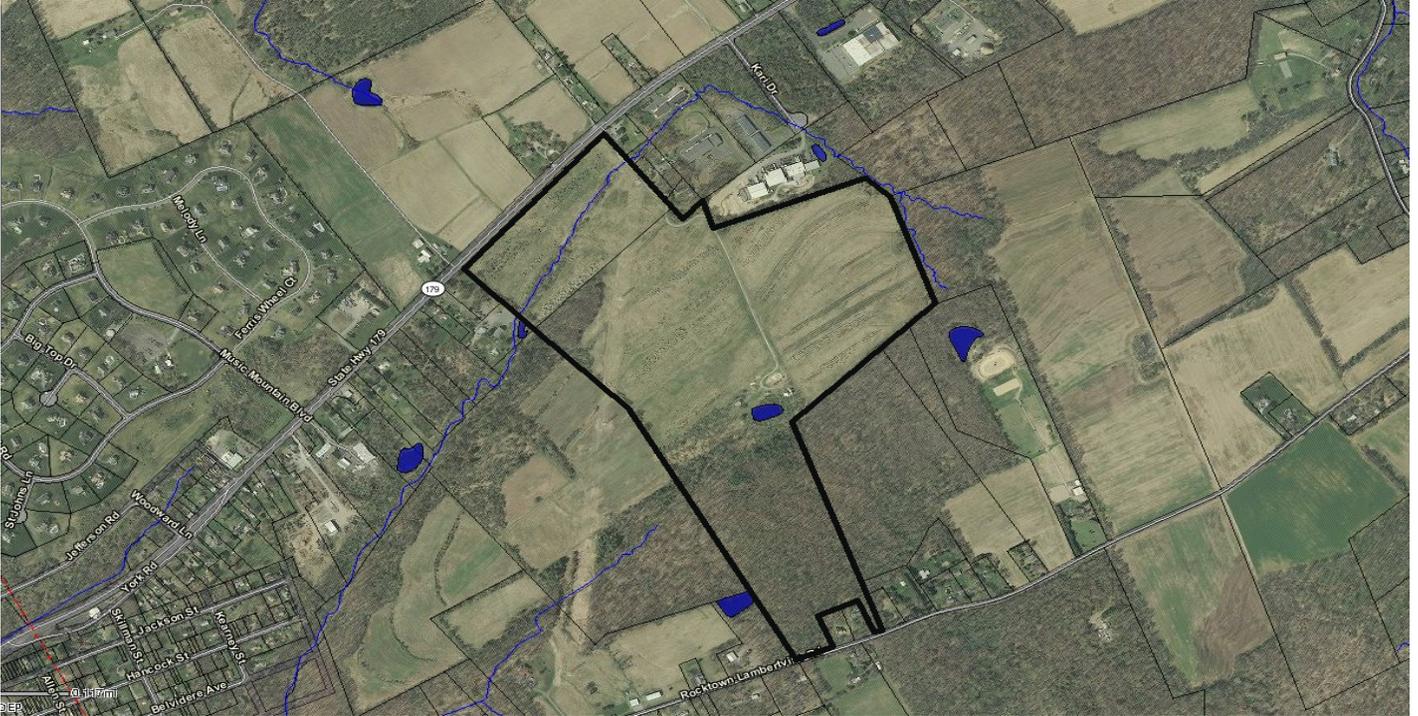


# 130 ACRE PRESERVED FARM FOR SALE

by  
THE TOWNSHIP OF WEST AMWELL



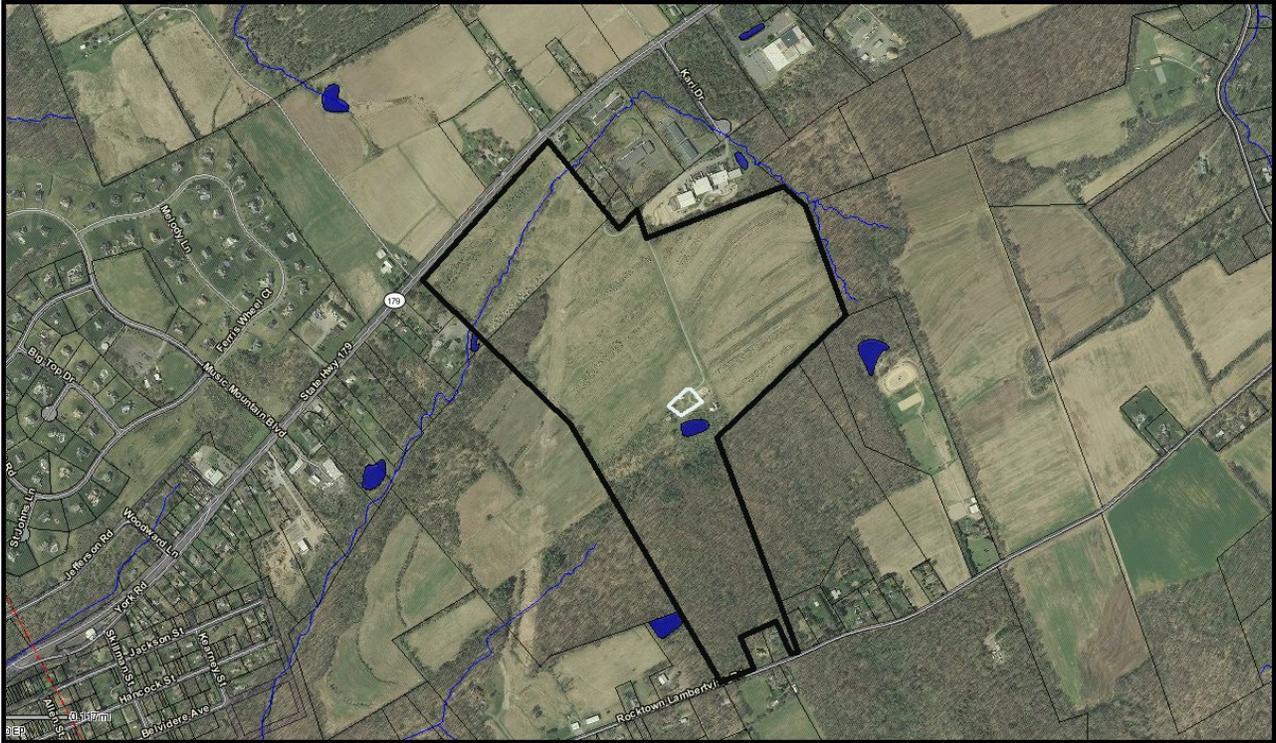
**Toll/Coleman Farm - Block 8, Lots 20 & 36 approximately 130 Acres  
1454 & 1460 Route 179  
2 Acre Building/Exception Area  
Agricultural Fields/Trees/Woodlands**

**PUBLIC AUCTION ON MARCH 14, 2014**

**At the West Amwell Municipal Building  
150 Rocktown Lambertville Road**

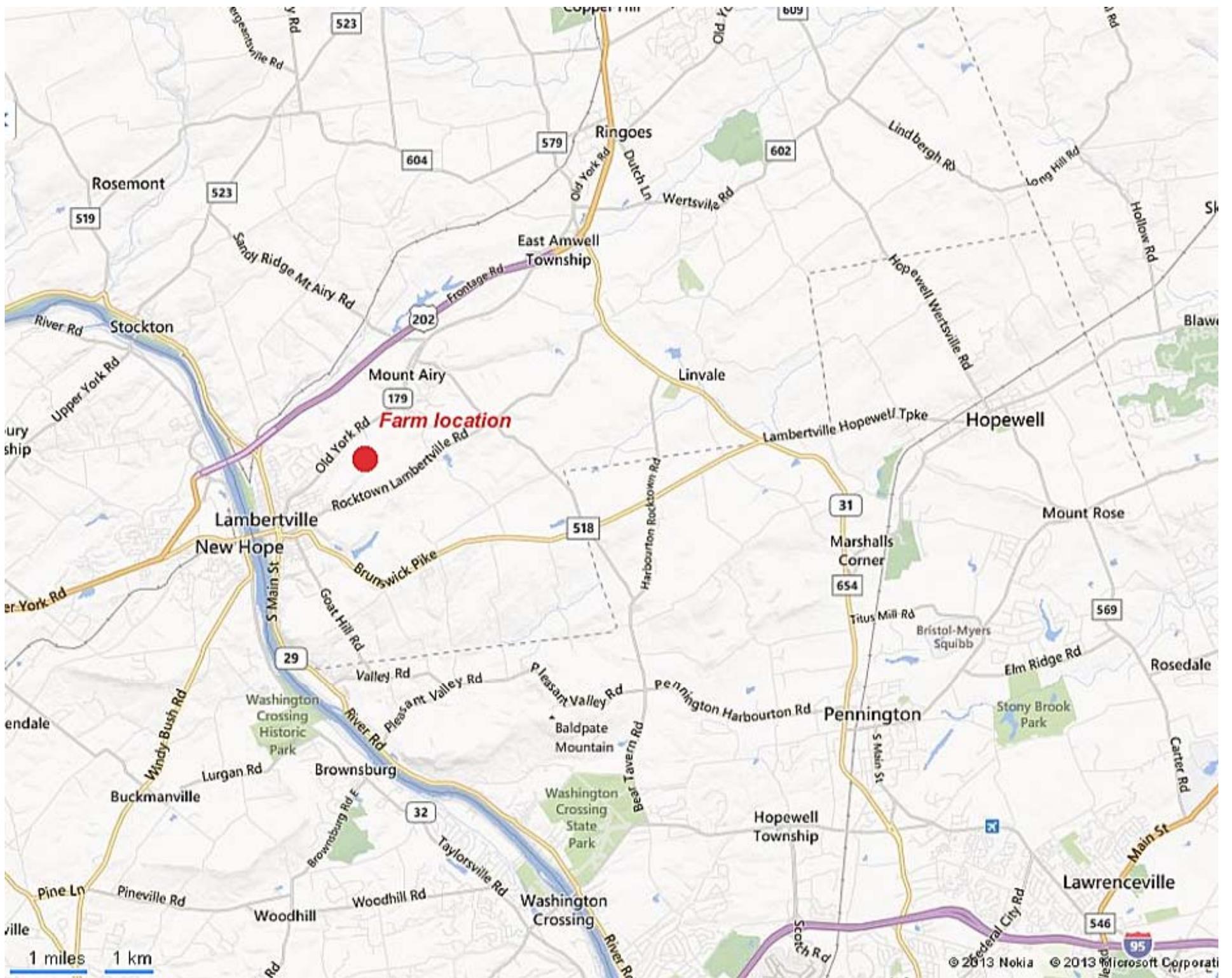
**Contact the Clerk, Lora Olsen, 609 397-2054 X 10 for further details.**

**[www.westamwelltp.org](http://www.westamwelltp.org)**



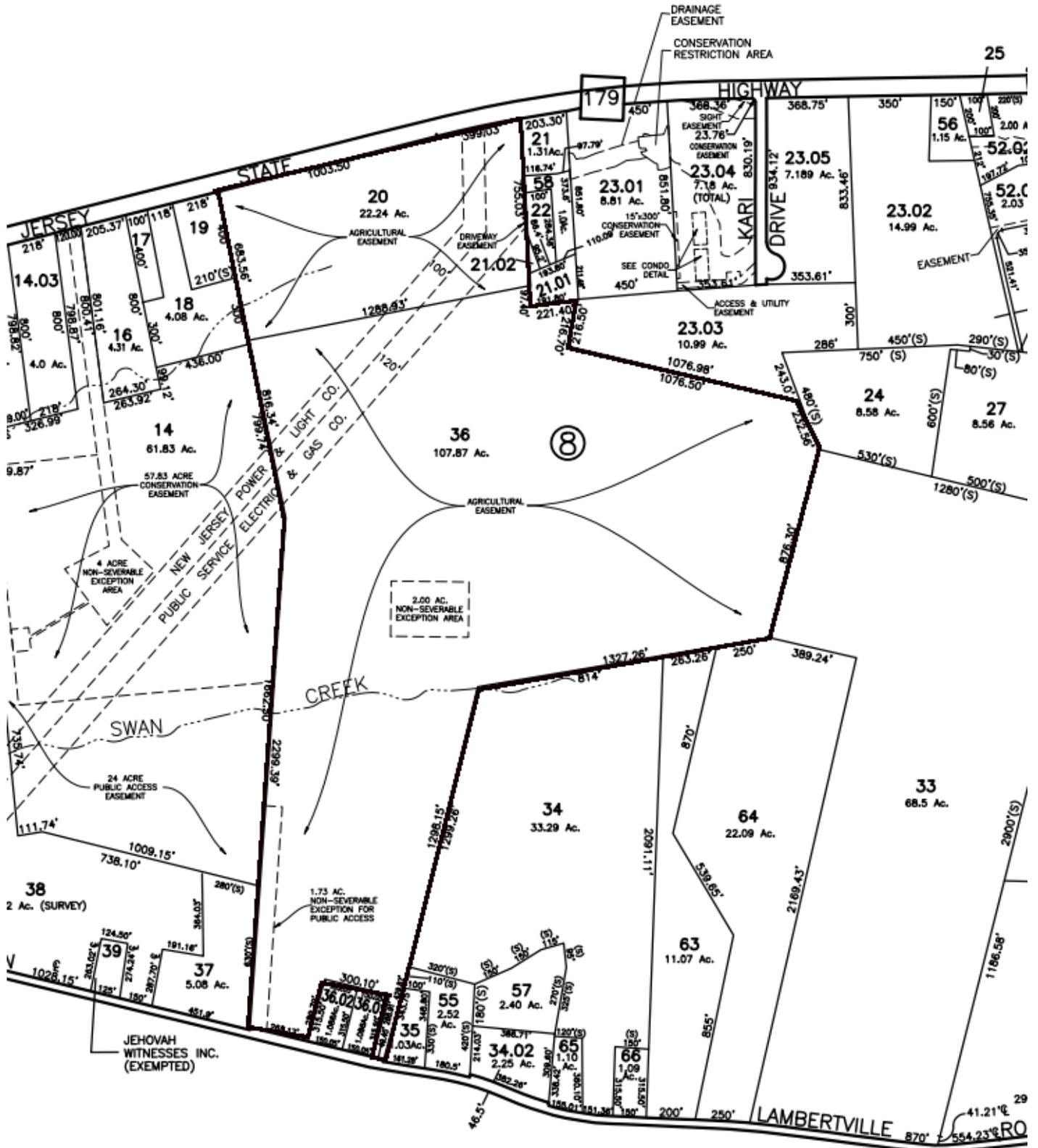
**2 ACRE BUILDING/EXCEPTION AREA**

**APPROXIMATE LOCATION**



# Tax map

## Block 8 Lots 20 & 36



**WEST AMWELL TOWNSHIP  
RESOLUTION**

**RESOLUTION AUTHORIZING THE SALE OF BLOCK 8, LOTS 20 and 36**

**WHEREAS**, the Township of West Amwell ("Township"), is the owner of property and improvements known as Block 8, Lots 20 and 36 in the Township of West Amwell, consisting of approximately 130± acres along State Highway Route 179 in the Township, (hereinafter "Property") which was originally purchased together with Hunterdon Land Trust Alliance with the intention of preserving the major portion of it for farmland purposes and enrolling it in the appropriate New Jersey State Agricultural Development program, and also for creating a publicly-accessible walking trail for passive recreation purposes on a 1.733± acre portion of it; and

**WHEREAS**, the Property qualified for and was enrolled in the New Jersey State Agriculture Development Farmland preservation program and, in consideration for funding received from the State of New Jersey Agriculture Development Committee, the Township and Hunterdon Land Trust Alliance deed-restricted the property for farmland preservation purposes (subject to a 2-acre non-severable exception area), granted a restriction establishing mowing obligations upon same to the County of Hunterdon in consideration for funding extended by the County and, further, recorded an easement establishing the aforementioned publicly-accessible walking trail over a 1.733± acre portion of same to be retained by the Township of West Amwell for the benefit of the public, and

**WHEREAS**, Hunterdon Land Trust Alliance subsequently conveyed its interest in the property to West Amwell Township by deed dated March 25, 2010 and recorded May 27, 2010 in Book 2250, Page 582; and

**WHEREAS**, the conveyance of the aforementioned easement to the State of New Jersey, the restrictive covenant to the County of Hunterdon for farmland preservation purposes and the establishment of the walking trail easement to be held by the Township of West Amwell resulted in preservation of the Property for the same goals and purposes as purchased by the Township, so that it is not necessary for West Amwell Township to hold the remaining fee simple interest in the land. Accordingly, the Township Committee of the Township of West Amwell does hereby determine that a fee simple interest in the property set forth in Schedule A is no longer needed for public use; and

**WHEREAS**, the Township is permitted to sell the aforementioned property by auction in accordance with N.J.S.A. 40A:12-13(a) and any other applicable law.

**NOW, THEREFORE BE IT RESOLVED** by the Mayor and Township Committee of the Township of West Amwell, County of Hunterdon and State of New Jersey as follows:

**Section 1.** The Township of West Amwell hereby declares that the property set forth above is no longer needed for public use and should be sold at public auction, subject to the easements set forth above, together with any other easements and restrictions of record.

**Section 2.** The public auction shall take place at West Amwell Township Municipal Building, Lambertville, NJ on March 14, 2014, or as soon thereafter as the matter may be heard and publicly announced, provided that the sale is not cancelled.

**Section 3.** The successful bidder shall be required to pay a minimum deposit of 10% toward the purchase price at the auction. The deposit shall be paid in the following manner: 1) prior to the start of the auction, all bidders must present a certified check or money order for at least \$20,000.00, payable to themselves which, if successful, shall be endorsed to Seller's attorney's trust account; and 2) the successful bidder shall submit a personal check or money order to the Seller's attorney's trust account for the balance of the deposit of 10% of the bid at the conclusion of the auction and shall execute a Contract of Sale. The Contract of Sale shall be binding upon the high bidder until such time as the Township Committee either (1) does not accept the bid, in which case the bidder's deposit will be returned, or (2) accepts the bid whereupon the municipality shall execute the Contract of Sale and both parties shall be held bound by the terms and conditions contained therein. The Contract of Sale shall be further contingent on the approval of the State of New Jersey State Agriculture Development Committee ("SADC") within 60 days of the auction date. In the event the SADC disapproves of same, the bidder's deposit monies will be returned. The balance of the purchase price shall be paid at closing which shall occur within ninety (90) days following the acceptance of the bid by the Township, unless the date is extended by the Township. The purchaser shall be entitled to possession immediately following closing of title.

**Section 4.** In the event the Township of West Amwell is unable to convey clear and marketable title, insurable at regular rates by a title company licensed to do business in the State of New Jersey, the Township shall promptly return to the purchaser any and all deposit monies 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 the purchaser may have against the Township of West Amwell in connection with the quality of title conveyed.

**Section 5.** The property herein sold shall be sold subject to existing easements, including the farmland preservation easements and public access easement described above, liens, any other 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 benefitting the Property. The Township makes no representations as to the presence or absence of wetlands or any other environmental conditions on the property and the purchaser shall assume the risk of any such condition; all property shall be sold "as is".

**Section 6.** All conveyances by the Township shall be made by Bargain and Sale Deed with Covenants Against Grantor's Acts.

**Section 7.** In connection with the auction, 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 accepted until passage by the Township Committee of West Amwell of a resolution accepting the offer of the highest responsible bidder as set forth below.

**Section 8.** Acceptable bids shall be confirmed by resolution of the Township Committee no later than the first regular meeting of the Township Committee following the date of such sale or fourteen (14) days from the date of the sale, whichever is later, but shall not become effective until approved by SADC.

**Section 9.** On behalf of the Township Committee of the Township of West Amwell, the Mayor, Deputy Mayor, Township Clerk and Attorney, as appropriate, are authorized to prepare and sign any and all documentation necessary to effectuate the sale of the property to the successful bidder, once the contract is awarded.

**Section 10.** This Resolution shall constitute and serve as the public notice to be published in a newspaper circulating in the Township at least once a week for two (2) consecutive weeks, the last publication being not earlier than seven (7) days prior to the date set forth for the public sale.

**Section 11.** The Township Committee will provide for the payment of a commission to any real estate broker who consummates the sale. This commission shall be in the amount of three percent (3%) of the sale price payable only in the event that the highest bid, exclusive of any commission, exceeds the next highest bid, also exclusive of the commission. Any person submitting a bid who is represented by such real estate broker shall provide at the time his or her bid is submitted a copy of the agreement establishing the relationship between the broker and the bidder.

**Section 12.** This resolution shall take effect immediately.

I hereby certify the foregoing to be a true copy of a Resolution adopted by the West Amwell Township Committee at their regular meeting held \_\_\_\_\_.

Lora L. Olsen, RMC  
Township Clerk

