

**FRANKLIN TOWNSHIP  
RESOLUTION #2023-46**

**RESOLUTION OF THE TOWNSHIP OF FRANKLIN,  
COUNTY OF HUNTERDON, STATE OF NEW JERSEY,  
AUTHORIZING THE SALE OF CERTAIN LAND AND PROPERTY NO LONGER  
NEEDED FOR PUBLIC USE BY THE TOWNSHIP OF FRANKLIN**

**WHEREAS**, the Township of Franklin is the owner of certain lands and capital improvements within the Township of Franklin; and

**WHEREAS**, the Township Committee of the Township of Franklin does hereby determine that the lands and properties set forth in Schedule A are no longer needed for public use; and

**WHEREAS**, the Township desires to make available for public sale said lands in accordance with N.J.S.A. 40A:12-13(a).

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

**SECTION 1.** The Township Committee hereby declares that the lands and premises set forth in Schedule A are no longer needed for public use and should be sold in accordance with the appropriate statutes of the State of New Jersey and ordinances of the Township of Franklin.

**SECTION 2.** The Township Committee hereby authorizes Max Spann Real Estate & Auction Co. (hereinafter "Auctioneer"), to offer for sale to the highest bidder by open public sale at auction, the property described in Schedule A attached hereto and made a part hereof.

**SECTION 3.** The public sale shall be performed virtually, on the Auctioneer's website ([www.maxspann.com](http://www.maxspann.com)), on October 18, 2023, or as soon thereafter as the matter may be heard and publicly announced, provided the sale is not canceled.

**SECTION 4.** The public sale, if not canceled, shall take place by open public sale at auction to the highest bidder.

**SECTION 5.** All bidders at the time of sale must present a certified check, money wire or money order in the amount of one thousand dollars (\$1,000.00) payable to themselves (to be endorsed to the escrow holder or its designee if successful). In addition, the successful bidder shall submit a personal check or money order for the balance of the deposit of 10% of the minimum bid plus Buyer's Premium at the conclusion of the auction and shall execute an Agreement of Sale. Said Agreement of Sale shall be binding upon the high bidder until such time that the municipal council either 1) does not accept the bid in which case bidders deposit will be returned, or, 2) accepts the bid whereupon the municipality shall execute the Agreement of Sale and both parties shall be held bound by the terms and conditions contained therein. The balance of the purchase price shall be paid at closing which shall occur not later than 45 days following the acceptance of the bid by the Township. The purchaser shall be entitled to possession immediately following closing of title.

**SECTION 6.** At closing of title, purchaser shall also pay a buyer's premium in the amount of ten (10%) percent of the bid amount to Auctioneer to conduct the sale.

**SECTION 7.** In the event the Township of Franklin is unable to convey clear and marketable title, insurable at regular rates by a title insurance company licensed to do business in the State of New Jersey, the Township will forthwith return to the purchaser any and all deposit moneys 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 said purchaser may have against the Township in connection with the quality of title conveyed.

**SECTION 8.** The property herein sold is subject to existing encumbrances, liens, 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 benefiting said

property. Neither the Township nor the Auctioneer make no representations as to the presence or absence of wetlands or any other environmental conditions on the property and the purchaser assumes the risk of any such condition, all property being sold “as is.”

**SECTION 9.** All conveyances by the Township shall be made by Bargain and Sale Deed with Covenants Against Grantor’s Acts.

**SECTION 10.** 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 finally accepted until passage of a resolution by the Township Committee as set forth in Paragraph 12 hereof.

**SECTION 11.** 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.

**SECTION 12.** This Ordinance 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 13.** In the event the successful bidder fails to close on the property, he shall forfeit the ten percent (10%) deposit.

**SECTION 14.** This resolution shall take effect immediately.

ADOPTED: 09/14/2023

Philip Koury  
Philip Koury, Mayor  
Township Committee

Attest and Affix Seal:

Christine J. Burke  
Christine J. Burke, RMC  
Municipal Clerk

I, Christine J. Burke, Municipal Clerk of the Township of Franklin, County of Hunterdon, do hereby certify this to be a true copy of a resolution adopted by the Township Committee at a meeting held on September 14, 2023.

Christine J. Burke  
Christine Burke, RMC  
Municipal Clerk



## **SCHEDULE A**

204 Sidney Road, Pittstown, New Jersey, known as Block 16, Lot 41, approximately 1.9 acres, RR-5.0 Zone

**PROFESSIONAL SERVICES AGREEMENT  
FOR  
AUCTION MARKETING SERVICES**

AGREEMENT, dated this 14<sup>TH</sup> day of SEPTEMBER 2023, by and between Township of Franklin, County of Hunterdon, State of New Jersey with a mailing address of 202 Sidney Road, Pittstown, NJ 08867 (hereinafter referred to as the "SELLER"), and Max Spann R.E. & Auction Co., a licensed New Jersey Real Estate Broker and Certified Auctioneer, with a business mailing address of P.O. Box 4992, Clinton, New Jersey 08809 (hereinafter referred to as "Max Spann R.E. & Auction")

**WITNESS**

**WHEREAS**, the parties seek to list property for sale through Max Spann R.E. & Auction Co. and to attempt to effectuate the sale of real property listed on schedule A (the "Property") at an Auction to be conducted by Max Spann R.E. & Auction Co., Auction specialist, and

**WHEREAS**, the parties wish to enumerate the services to be provided by and compensation paid to Max Spann R.E. & Auction Co. in connection with the listing and auctioning of Property.

**NOW, THEREFORE**, the parties agree as follows:

1. **AUCTION:** Seller authorizes Max Spann R.E. & Auction Co. to take such action as may be reasonably necessary in conformance with N.J.S.A. 40A:12-13 to advertise and conduct an auction to procure a purchaser for the Property.
2. **SERVICES:** Max Spann R.E. & Auction Co. shall provide the following services to the Seller in connection with the listing and auctioning of the Property and/or future real estate properties the municipality sells during the term of this Agreement:
  - (a) Advertise the Auction in media deemed most effectual and appropriate by Max Spann R.E. & Auction Co.
  - (b) Furnish a qualified Auctioneer.
  - (c) Post and circulate promotional material on the Property promoting the Auction.
  - (d) Take any and all other action reasonably calculated in conformance with N.J.S.A. 40A:12-13 to effect an advantageous sale of the Property in accordance with the terms of this Agreement.

3. **TERMS AND CONDITIONS OF SALE:** The terms and conditions of sale are as follows:

(a) The terms and conditions of sale are more particularly set forth in a Contract of Sale, Resolution Authorizing Sale and Notice of Sale prepared by the Seller's attorney, which documents shall be distributed by Max Spann R.E. & Auction Co. to prospective purchasers prior to the Auction.

(b) The Contract of Sale shall notify purchaser that the three (3) day attorney review period does not apply to this transaction.

(c) The Seller reserves the right to accept or reject any/or all bids. Seller will give notice of acceptance or rejection of bid no later than fifteen (15) days following the auction. Any reserve price established by the Seller will be non-published and be held confidential between the Seller and Max Spann R.E. & Auction Co. until the conclusion of the Auction.

(d) Max Spann R.E. & Auction Co., a New Jersey licensed real estate broker, shall hold all deposit money. In case of forfeiture by a prospective purchaser of any earnest money payment upon the above-described properties, said deposit money shall be divided equally between the parties hereto, one-half to the Seller and one half to the Max Spann R.E. & Auction Co.

(e) The closing of title shall take place within forty-five (45) days of Seller's acceptance of the bid.

(f) Seller authorizes Max Spann R.E. & Auction Co. to advertise the Property.

4. **COMPENSATION:** The Seller is not responsible for payment of any brokerage commissions. In accordance with prevailing custom and practice, Max Spann R.E. & Auction Co. will charge a BUYERS PREMIUM payable solely by the purchaser and has determined it will charge a BUYERS PREMIUM of ten percent (10%) to be added to the sales price which sum shall be due and payable at closing from the sale proceeds. Seller agrees sale will be contingent upon said Buyer's Premium being paid by the purchaser.

5. **TERM:** This Agreement shall extend from the date hereof for a one-year period (the Term"). Seller shall be obligated to pay Max Spann R.E. & Auction Co. the compensation set forth in section 4 above on any completed purchase of the Property resulting from an accepted bid on the Auction date or during the Term.

6. **SELLER'S REPRESENTATIONS:** Seller makes the following representations:  
(a) Seller understands its responsibilities under New Jersey's Law against Discrimination and agrees to abide by the same.

(b) Seller has title to the Property and the legal right to enter into this Agreement.

(c) Seller will provide Max Spann R.E. & Auction Co. with a certified list of individual parcels and lots to be included in the sale. Said list shall designate properties as conforming or non-conforming and be certified as to accuracy by the appropriate municipal official/employee.

(d) Seller shall convey title free from all liens and encumbrances, except those liens and encumbrances which would be revealed by a title search of the property. Seller further agrees to defend, indemnify and hold harmless Max Spann R.E. & Auction Co., its officers, directors and employers from any and all claims of any nature whatsoever, including but not limited to claims arising from Seller/Purchaser Contract disputes, zoning, title or environmental issues as they pertain to the Property or to off-site conditions relating to the Property of the Municipality.

(e) Seller hereby agrees to indemnify, defend and hold Broker harmless from any and all damages, claims, losses or demands, resulting from the Broker's performance (unless due to Broker's negligence, willful misconduct or fraud) of its duties hereunder on any transaction which is the result thereof.

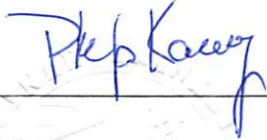
7. **PROSPECTIVE PURCHASERS:** Seller shall refer to Max Spann R.E. & Auction Co. any and all inquiries from prospective purchasers or real estate brokers concerning the Property, from the date hereof until the end of the Term.
8. **BIDDER:** Max Spann R.E. & Auction Co. does not guarantee production of the highest bidder, nor does it guarantee execution of a Contract of Sale by the highest bidder at the Auction.
9. **APPLICABLE LAW:** This Agreement shall be governed by and construed in accordance with the Law of the State of New Jersey. In the event any part of this Agreement shall be negated as a matter of law, it is the intent of the parties that the balance of the Agreement shall remain in full force and effect. This Agreement shall be binding upon the heirs and assigns of both parties.
10. **ENTIRE AGREEMENT:** This Agreement constitutes the entire Agreement between the parties and may not be amended or cancelled except by an Agreement in writing signed by both parties.



IN WITNESS WHEREOF, the parties hereto have affixed their hands, as of the date first above written.

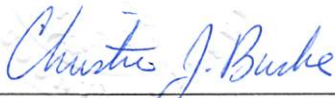
SELLERS

MAX SPANN REAL ESTATE &  
AUCTION CO.



Philip Koury, Mayor

By: \_\_\_\_\_  
Maximillian M. Spann, President



Christine Burke, Clerk

Attest:  
\_\_\_\_\_  
Secretary,

**Schedule A- Properties to be Auctioned**

Block 16, Lot 41 (formerly lots 41 & 42 - merged)  
204 & 206 Sidney Road, Franklin Township (Pittstown), Hunterdon County, NJ 08867  
Approximately 1.93 Acres