



Township Council

c/o Township Clerk
Teaneck, NJ 07666

Meeting: 06/18/24 06:30 PM
Department: Township Clerk
Category: Authorize
DOC ID: 8492

ORDINANCE (ID # 8492)

Ordinance No. 13-2024 AUTHORIZING THE SALE OF AN EASEMENT OVER CERTAIN PROPERTY (PORTION OF BLOCK 4703, LOT 4 AS SHOWN ON THE TAX MAP OF THE TOWNSHIP OF TEANECK) OWNED BY THE TOWNSHIP OF TEANECK, BERGEN COUNTY, NEW JERSEY, NOT REQUIRED FOR PUBLIC PURPOSES PURSUANT TO N.J.S.A. 40A:12-13, ET SEQ. TOGETHER WITH AN ASSIGNMENT OF RIGHTS CONTAINED WITHIN THE CELL TOWER LEASES ON THE SUBJECT PROPERTY BE IT RESOLVED by the Township Council of the Township of Teaneck that Ordinance #13-2024 pass upon second and final reading and that the Township Clerk is hereby authorized and directed to advertise the same according to law and to provide the appropriate notices in accordance with law.

AUTHORIZING THE SALE OF AN EASEMENT OVER CERTAIN PROPERTY (PORTION OF BLOCK 4703, LOT 4 AS SHOWN ON THE TAX MAP OF THE TOWNSHIP OF TEANECK) OWNED BY THE TOWNSHIP OF TEANECK, BERGEN COUNTY, NEW JERSEY, NOT REQUIRED FOR PUBLIC PURPOSES PURSUANT TO N.J.S.A. 40A:12-13, ET SEQ. TOGETHER WITH AN ASSIGNMENT OF RIGHTS CONTAINED WITHIN THE CELL TOWER LEASES ON THE SUBJECT PROPERTY

BE IT RESOLVED by the Township Council of the Township of Teaneck that Ordinance #13-2024 pass upon second and final reading and that the Township Clerk is hereby authorized and directed to advertise the same according to law and to provide the appropriate notices in accordance with law.

HISTORY:

05/21/24 Township Council INTRODUCED

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Karen Orgen, Councilwoman
SECONDER:	Mark J. Schwartz, Councilman
AYES:	Katz, Schwartz, Orgen, Pagan, Belcher, Gee, Goldberg

TOWNSHIP OF TEANECK
BERGEN COUNTY, NJ

ORDINANCE NO. 13-2024 AUTHORIZING THE SALE OF AN EASEMENT OVER CERTAIN PROPERTY (PORTION OF BLOCK 4703, LOT 4 AS SHOWN ON THE TAX MAP OF THE TOWNSHIP OF TEANECK) OWNED BY THE TOWNSHIP OF TEANECK, BERGEN COUNTY, NEW JERSEY, NOT REQUIRED FOR PUBLIC PURPOSES PURSUANT TO N.J.S.A. 40A:12-13, ET SEQ. TOGETHER WITH AN ASSIGNMENT OF RIGHTS CONTAINED WITHIN THE CELL TOWER LEASES ON THE SUBJECT PROPERTY BE IT RESOLVED BY THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF TEANECK THAT ORDINANCE #13-2024 PASS UPON SECOND AND FINAL READING AND THAT THE TOWNSHIP CLERK IS HEREBY AUTHORIZED AND DIRECTED TO ADVERTISE THE SAME ACCORDING TO LAW AND TO PROVIDE THE APPROPRIATE NOTICES IN ACCORDANCE WITH LAW.

WHEREAS, the Local Lands and Buildings Laws, N.J.S.A. 40A:12-13, et seq., authorizes the sale by municipalities of any real property, capital improvements or personal property, or interests therein, not needed for public use by sale in the manner provided by law; and

WHEREAS, the Township of Teaneck is the owner of certain real property which contains an wireless telecommunication tower or monopole along with certain wireless communications equipment which is currently leased to SBA Towers II LLC which is available for inspection in the office of the Township Clerk, and the Township Council have determined that it is in the best interest of the Township to sell an easement over the leased property together with all right, title, and interest in the leases presently on the property.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Teaneck, in the County of Bergen and State of New Jersey, as follows:

Section 1. The following property shall be offered for sale, pursuant to N.J.S.A. 40A:12-13 via a Request of Proposals ("RFP") which shall be provided to all interested persons and entities. All proposals shall be submitted no later than a date to be set by the Township Manager and published in accordance with law:

Property located at 250 Colonial Court, Teaneck, New Jersey, also known as a portion of Block 4703, Lot 4 on the Official Tax Map of the Township of Teaneck which is an area of approximately 5,000 square feet surrounding a communications support structure built pursuant to the original Sprint Spectrum LP lease dated April 2, 2007. The Township will enter into an easement purchase agreement with the successful bidder which grants the right to own, operate, manage, and sublease a communication tower within the easement area. An exclusive easement not to exceed 75 years will be granted that encompasses the combined leasehold interests collectively conveyed by the Township of Teaneck under the following agreement (as amended):

Lease Agreement dated August 30, 2022, between SBA Towers II, LLC, and the Township of Teaneck

The easement will also include one or more non-exclusive access and utilities easements that matches those conveyed under the lease agreement (as amended) to each of the tenants. The

lease payments from the above referenced lease agreements will be assigned to the successful bidder along with the right to negotiate, renegotiate, extend, or terminate such agreements. The successful bidder will also receive the right to acquire, build, or operate a single communication tower within the exclusive easement area and to collect any and all revenue from the operation of the tower for the length of the easement. The Township will not be responsible for any costs related to the operation of the tower inclusive of any taxes. At the expiration of the easement period, the Township will have the option to purchase the tower back from the winning bidder for \$1 or require that the winning bidder remove the tower inclusive of any footings to a depth of 3' below grade.

Section 2. The Township maintains the right to reject all bids in the absolute discretion of the Township Council.

Section 3. The property sold shall be subject to the following terms of sale:

1. That no representations of any kind are made by the Township of Teaneck as to the condition of the property, said premises are being sold in their present condition "as is;"

2. That the Township will execute a definitive Easement Agreement and Assignment of Leases mutually acceptable in form and substance as acceptable to both parties;

3. That the Buyer, at its sole expense, shall have a right to conduct environmental and other inspections of the Property with results satisfactory to Buyer and its lender but must commence the due diligence within seven (7) days and use commercially reasonable efforts to complete such inspections within thirty (30) days of bid acceptance;

4. The Seller will provide a survey including the portion being conveyed by easement; the Buyer shall have the right to obtain its own survey at Buyer's sole expense, in form and substance satisfactory to the Seller;

5. Buyer's receipt of a title commitment, which said title commitment will be at Buyer's sole expense, with respect to the Property, to be obtained, stating that Seller has good, indefeasible, and marketable fee simple title to the Property free and clear of all liens and encumbrances except such matters as may be acceptable to Buyer and is able to convey the easement with acceptable encumbrances;

6. The performance, by Buyer, of a zoning analysis, at Buyer's sole expense, to determine the legality/validity of the use of the property and the impact as it relates to the proposed Acquisition, with results satisfactory to Buyer and its lender. Any approvals determined by the Buyer to be necessary shall be obtained by the Buyer at the Buyers cost and expense;

7. Pursuant to the Lease, Seller currently possesses a right, at no cost to Seller, to install Seller's municipal and emergency antennas and equipment on the wireless telecommunication tower or monopole. It is understood and agreed by both Seller and Buyer that Seller shall maintain this right, as described in the preceding sentence and the applicable section of the Lease, by entering into a letter agreement with Lease tenant, at or prior to closing, for the reservation, retention and/or possession for the entirety of the easement, at no cost to Seller, of the right described in this section of the Letter Agreement.

8. It is understood that the Acquisition is subject to applicable New Jersey law concerning disposition of municipal real estate.

i. The Township represents and warrants as of this date:

- a. it has no knowledge of any pending or threatened condemnation proceedings or other proceedings in the nature of eminent domain in connection with the Property;
- b. it has no knowledge of any special or general assessment levied, pending or threatened against the Property;
- c. there is no litigation or proceedings pending, or to Seller's knowledge threatened, against or relating to the Property.

Section 4. The 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 of personal property and any conditions of sale as to buildings or structures, or as to the type, size or other specifications of buildings or structures to be constructed thereon, or as to demolition, repair or reconstruction 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 vendor.

Section 5. The sale is made subject to all applicable laws and ordinances of the State of New Jersey and the Township of Teaneck.

Section 6. Should the title to the property prove to be unmarketable for any reason, the liability of the Township shall be limited to the repayment to the purchaser of the amount of deposit and any portion of the purchase price paid and shall not extend to any further costs, expenses, damages or claims. Notice of any alleged defect in title or claim of unmarketability must be served on the Township Clerk, by the purchaser, in writing no later than thirty (30) days after the sale is approved by the Township Council, failure upon the part of the purchaser to give written notice within said time shall be deemed conclusive proof that the purchaser accepts the title in its present condition.

Section 7. That no employee, agent, or officer of the Township of Teaneck has any authority to waive, modify or amend any of the conditions of sale.

Section 8. Successful bidders agree to the following conditions:

- i. To deposit cash, check or money order in an amount not less than 5% of the bid price at the time that the bid is submitted.
- ii. To pay by the time of closing:
 - a. The balance of the purchase price.
 - b. The cost of preparation of all legal documents, including any special property description.
- iii. To provide proof of commercial general liability insurance in a form and amount to be agreed upon by the parties. To abide by appropriate zoning, subdivision, health and building regulations and codes and stipulations that this sale will not be used as grounds to support any variance from these regulations.

- iv. That failure to close title as agreed shall forfeit to the Township of Teaneck any and all money deposited with the Township.
- v. 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 assessment of the subject property, nor shall the purchase price be used as a comparable sale to challenge assessments with regard to other properties.

Section 9. The Township reserves the right to withdraw the offer of sale,

Section 10. All sales are subject to final approval by the Township Council. Parties interested in submitting bids and who require additional information should contact:

Township Manager
818 Teaneck Road
Teaneck, New Jersey 07666

Section 11. If any section or provision of this Ordinance shall be held invalid in any Court of competent jurisdiction, the same shall not affect the other sections or provisions of this Ordinance, except so far as the section or provision so declared invalid shall be inseparable from the remainder or any portion thereof.

Section 12. All ordinances or parts of ordinances which are inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 13. This Ordinance shall take effect immediately after final passage and publication in the manner provided by law.

ATTEST:

Doug Ruccione
Township Clerk

Michael Pagan,
Mayor