

**STILLWATER TOWNSHIP  
SUSSEX COUNTY, NEW JERSEY**

**ORDINANCE 2026-05**

**AN ORDINANCE AUTHORIZING THE PUBLIC SALE  
OF REAL PROPERTY TO CONTIGUOUS PROPERTY OWNERS  
PURSUANT TO N.J.S.A. 40A:12-13(b)(5)**

**WHEREAS**, the Township of Stillwater is the owner of certain real property set forth in Schedule “A”, which properties are not needed or required for municipal use; and,

**WHEREAS**, the lots are less than the minimum size required for development under the municipal ordinance and is without capital improvements; and,

**WHEREAS**, the Township Committee deems it in the best interest of the Township of Stillwater to sell the properties to owners of each contiguous property in accordance with the provisions of N.J.S.A. 40A:12-13(b)(5) and N.J.S.A. 40A:12-13.2; and,

**WHEREAS**, the sale shall be conducted as an auction limited to contiguous property owners to be held at the Township of Stillwater Municipal Building, 964 Stillwater Road, Newton, New Jersey 07860 on May 13, 2026, at 10:00 am or such adjourned date as may be determined by the Stillwater Township Committee; and

**NOW, THEREFORE, BE IT ORDAINED** by the Stillwater Township Committee as follows:

1. The Township of Stillwater shall offer for sale by auction, pursuant to the provisions of N.J.S.A. 40A:12-13(b)(5) and N.J.S.A. 40A:12-13.2, the properties listed on Schedule “A” to the contiguous property owners. Schedule “A” also contains the minimum sale price for each property. The sale is limited to contiguous property owners, and the sale is conditioned upon the property being sold merging with the contiguous property owner’s existing property. The properties being sold are less than the minimum size required for development under the municipal zoning ordinance and are without any capital improvement and shall be merged with the purchaser's contiguous lot. The Township Committee reserves the right, in its discretion, to reject all bids for each property for any reason, including but not limited to, in the event that the minimum sale price for such property is not met.

2. Upon final passage of this Ordinance, the sale shall take place on May 13, 2026 at 10:00am at the Stillwater Township Municipal Building, 964 Stillwater Road, Newton, New Jersey, subject to receiving no higher bid for said parcels, after offering same to the highest bidder, at said time and place.

3. A copy of this Ordinance shall be posted on the bulletin board or other conspicuous place in the Stillwater Township Municipal Building. Notice of adoption of this Ordinance shall be made in the official Township newspaper within five (5) calendar days following the enactment of the Ordinance. Notice of the public sale shall be published in the official Township of Stillwater

newspaper by two (2) insertions at least once a week during two (2) consecutive weeks, the last publication shall be within seven (7) calendar days prior to the sale date.

4. The property shall be sold subject to the following terms and conditions:

(a) The property is sold "as is". No representations of any kind are made by the Township as to the conditions of the property, and the descriptions of the property are intended as a general guide only and may not be accurate. The properties are being sold in the present "as is", "where is", with all faults.

(b) The sale shall be made after legal advertisement of this Ordinance to the highest bidder who is the owner of a contiguous property, which property shall merge with the property being sold, and become part of the contiguous property owned by the successful bidder.

(c) The Township does not warrant or certify title to the property and in no event shall the Township of Stillwater 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 said premises prior to the closing. In the event of closing and a later finding of defect of title, the Township shall not be responsible for same, shall not be required to refund money or correct any defect in title or be held liable for damages.

(d) Acceptance 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.

(e) The highest bidder shall deposit with the Township cash, check or money order in the amount of not less than 10% of the 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 of Stillwater 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.

(f) The highest bidder must pay the balance of the purchase price, plus (1) the sum of \$275 for the legal services incurred by the Township; (2) the Township of Stillwater's advertising and the actual recording fees within thirty (30) calendar days after the date the Council adopts a resolution confirming the winning bid(s); and (3) realty transfer fees, if any. The balance shall be paid by certified funds. In addition, the Purchaser shall provide the Township Attorney with a copy of the deed for their existing property and their title insurance policy within seven (7) calendar days of their being notified that they are the successful bidder of the sale. Once the purchase price has been paid, a Quitclaim Deed without covenants will be prepared by the Township Attorney and, after execution by the Township Officials, shall be recorded with the Sussex County Clerk's Office by the Township Attorney. Additional work performed by the Township Attorneys beyond the standard preparation of the sale resolutions, notice of sale, letters to property owners and adjoining property owners, Deed and

closing statement shall be billed at the rate charged by the Township Attorney and shall be the responsibility of the purchaser, which fees must be paid prior to the Deed being recorded.

(g) The Deed will be subject to all matters of record, which may affect title herein, what an accurate survey may reveal, the Ordinances of the Township of Stillwater and reserving an easement for all natural or constructed drainage systems, waterways, water and sewer easements, if any, on the premises and the continued right of maintenance and flow thereof.

(h) The property will be sold, subject to the current year taxes, prorated from the date of sale.

(i) The Township Committee reserves the right to withdraw this offer to sell, or upon completion of the bidding to accept or reject any or all bids for said properties or to waive any informality in relation thereto.

(j) All bidders currently owing property within the Township must have their taxes, as well as all municipal utility charges, if applicable, paid to date in order to be a qualified bidder. In the event the bidder's taxes or municipal utility charges are delinquent, the bidder shall be deemed unqualified and such bid shall be rejected.

(k) This same is made subject to all applicable laws, statutes, regulations, resolutions and ordinances of the United States, State of New Jersey and Township of Stillwater.

(m) No employee, agent or officer of the Township of Stillwater has any authority to waive, modify or amend any of the conditions of sale.

(n) The purchaser must abide by appropriate zoning, subdivision, health and building regulations and code, and agrees that this sale will not be used as ground to support any variance from or realization of the regulations.

(o) The failure of the purchaser to close on title within the time provided for in Subsection 4(f) of this Ordinance shall constitute a breach of this Ordinance unless the Township agrees in writing prior to that date to extend the time of the closing. In the event the purchaser fails to close within the dates provided for in Subsection 4(f) or such date as may be extended by the Township, the deposit paid by the purchaser shall be retained by the Township as liquidated damages. The municipality is entitled to retain the purchaser's deposit to the extent of any expenses and/or losses it incurs including but not limited to advertising costs, attorney's fees, lost tax revenues from the date of the required closing as well as additional cost of resale and the difference in the sales price, to the extent the property is sold for a lower price and any subsequent sale. The only exception to this section is in the event that the purchaser fails to close as a result of the title being unmarketable, in which case the Purchaser shall be entitled to a refund of their deposit as provided for in Subsection 4(c) of this Ordinance.

(p) The purchase shall not be used for any County, Board of Taxation, Tax Court of New Jersey, or in any Courts of the State as grounds to support a challenge of the

existing assessments with regard to other properties.

- (q) The sale shall be subject to final approval by the Township Committee.

Potential Bidders are advised:

- (1) To conduct all necessary title searches prior to the date of sale.
- (2) No representations of any kind are made by the Township of Stillwater as to the conditions of the Property, including habitability or usability; the Property is being sold in its present conditions "as is".
- (3) The Property will be conveyed by a Quit Claim 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 Property to be conveyed.
- (4) The highest bidder for the Property shall have the right, at its sole cost and expense, to obtain a new survey of the Property. Provided such survey depicts the Property and is certified to be correct to the Township of Stillwater, the Township of Stillwater shall utilize the legal description drawn in accordance with such survey in the Deed of conveyance, provided the highest bidder provides such legal description and a copy of the certified survey to the Township of Stillwater not less than one week prior to the date set for closing of title.

Additional Terms the Successful Bidder must comply with:

- (1) To abide by appropriate zoning, subdivision, health and building regulations and codes and stipulate that this sale will not be used as grounds to support any variance from the regulations.
- (2) That the failure to close title as agreed shall forfeit to the Township of Stillwater any and all money deposited with the Township.

5. Severability. If any provision of this Ordinance or the application of this Ordinance to any person or circumstances is held invalid, the remainder of this Ordinance shall not be affected and shall remain in full force and effect.

6. Repealer. All ordinances or parts of ordinances or resolutions that are inconsistent or in opposition to the provisions of this Ordinance are hereby repealed in their entirety.

7. Effective Date. This Ordinance shall take effect immediately upon adoption and publication in accordance with law.

This Ordinance shall take effect upon final adoption of publication as may be required by law.

**TOWNSHIP COMMITTEE**

**STILLWATER TOWNSHIP**

**ATTEST:**

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Valerie Ingles, Township Clerk

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Vera Rumsey, Mayor

Introduced: April 7, 2026

Adopted: April 21, 2026

**SCHEDULE A**

<b>Block</b>	<b>Lot</b>	<b>Property Location</b>	<b>Land Desc</b>	<b>Minimum Sale Price</b>
201	11	Timber LN	1.46 AC	\$1,250
201	19	Gate CT	75 x 107 AV	\$500
203	6	Palmetto TR	0.76 AC	\$750
203	17	Palmetto Tr	83 x 135 AV	\$500
203	19	Palmetto Tr	150 x 120 AV	\$500
301	18	Maple Path	75 x 100 AV	\$500
305	1	Fir Ct	160 x 236 AV	\$500
305	6	Fir Ct	145x115 AV	\$500
305	21	Tulip Tr	75 x 100 AV	\$500
305	24	Tulip Tr	75 x 100 AV	\$500
305	26	Tulip Tr	75 x 100 AV	\$500
305	35	Tulip Tr	75 x 100 AV	\$500
305	40	Tulip Tr	0.22 ACS	\$500
308	2	Tulip Tr	1.36 ACS	\$1,000
308	14	Tupelo Path	75 x 100 AV	\$500
310	6	Tupelo Path	75 x 100 AV	\$500
310	7	Tupelo Path	1.20 ACS	\$1,000
401	1	Poppy Tr	0.2973 AC	\$500
401	5	Laurel Dr	75 x 100 AV	\$500
404	1	Clover Dr	0.59 AC	\$500
407	9	Azalea Path	0.77 AC	\$750
408	8	Jasmine Ln	300 x 100 AV	\$500
408	13	Jasmine Ln	75 x 100 AV	\$500
410	4	So Beach Tr	75 x 100 AV	\$500
415	6	Iris Cl	0.64 AC	\$500
415	20	Iris Cl	1.00 AC	\$1,000
501	26	Lower Lake E	105 x 80 AV	\$500
502	11	Curving Ln	88 x 100 AV	\$500
503	15	Winding Way	75 x 100 AV	\$500
504	21	Winding Way	100 x 125 AV	\$500
505	6	Holly Path	1.077 ACS	\$1,000
505	15	Curving Ct	92 x 130 AV	\$500
505	18	Curving Ct	110 x 112 Irreg	\$500
508	11	Curving Ln	75 x 100 AV	\$500
901	12	1014 Owassa Rd	1.10 ACS	\$1,000

902	16	Owassa Rd	50 x 100 AV	\$500
903	7	Plymouth Lake Dr E	50 x 330 AV	\$500
903	35	Shore Dr	50 x 118 AV	\$500
903	38	Shore Dr	100 x 110 AV	\$500
1101	42	Upper Dr	1.27 AC	\$1,000
1102	3	963 Owassa Rd	50 x 200 AV	\$500
1201	2	Plymouth Lake Dr E	150 x 313 AV	\$1,000
1201	4	918 Plymouth Lake Dr E	50 x 297 AV	\$500
1201	49	Owassa Rd	50 x 140 AV	\$500
1201	51	Owassa Rd	198 x 215 AV	\$750
1201	58	Owassa Rd	60 x 117 AV	\$500
1401	6	Fairview Lake Rd	50 x 100 AV	\$500
1501	26	Possum Hill Rd	60 x 200 AV	\$500
1701	1	Sprout Hill Rd	1.00 AC	\$1,000
1901	4	Anne Rd	104 x 254 AV	\$500
1901	8	Anne Rd	1.324 AC	\$1,000
1901	15	Anne Rd	0.9357 AC	\$750
2102	5	Off Rt 521	60 x 184 AV	\$500
2501	63	Fairview Lake Ln	50 x 150 AV	\$500
3004	2	Schoolhouse Ln	100 x 100 AV	\$500
3806	1	So Shore Terr	0.72 AC	\$500
3902	5	Cedar Dr	90 x 155 AV	\$500
3902	8	Cedar Dr	89 x 161 AV	\$500
4001	4	Edgewood Dr	0.3158 AC	\$500
4003	10	East End Rd	0.6560 AC	\$500
4004	18	East End Rd	600 x 100 AV	\$1,000
4101	5	Ridge Rd	120 x 162 AV	\$500
4202	8	Edgewood Dr	10 x 123 AV	\$500
4209	9	Cedar Dr	144 x 150 AV	\$500
4301	3	Walnut Dr	90 x 147 AV	\$500
4302	1	West End Dr	175 x 140 AV	\$500
4407	4	Walnut Dr W	70 x 55 AV	\$500