

RESOLUTION NO. 2023-__283__

RESOLUTION CONFIRMING THE SALE OF BLOCK
104, LOTS 3, 4, AND 5 TO THE HIGHEST BIDDER
PURSUANT TO N.J.S.A. 40A:12-13 (a).

WHEREAS, on Vineland City Council passed Resolution No. 2023-190 authorizing the advertisement of Block 104, Lots 3, 4, and 5 for sale, as a single parcel, to the highest bidder pursuant to N.J.S.A. 40A:12-13 (a) which allows a municipality to sell any real property not needed for public use by open public sale at auction to the highest bidder, after advertisement thereof in a newspaper in circulation in the municipality;

WHEREAS, Public Notice advertising the sale of the property to the highest bidder, and reserving the right to reject all bids was published two (2) times, one (1) week apart, in the Daily Journal scheduling the public sale of the property at auction to the highest bidder for June 1, 2023;

WHEREAS, June 1, 2023, 2 bidders appeared and bid on the property, the highest bid, in the amount of \$29,000.00, was offered by Jason Brandt (a copy of the Offer is attached);

WHEREAS, the terms and conditions of the sale required the highest bidder to combine the consolidate the 3 lots into a single lot within 6 months or the property reverts to the City of Vineland;

WHEREAS, the property can only be accessed through Newfield/Franklin Township via roads and/or paper streets;

WHEREAS, the assessed value of the three lots is \$151,000.00, and the sale will return the property to the tax rolls of the City of Vineland;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Vineland, the governing body of the City of Vineland, that the statements of the preamble, hereinabove, are incorporated herein as though fully set forth herein;

BE IT FURTHER RESOLVED, that the sale of Block 104, Lots 3, 4, and 5, subject to the terms and conditions set forth in the Public Notices for sale, to Jason Brandt for \$29,000.00 is hereby confirmed, provided that the Jason Brandt, or any developer of the property, is responsible for all off site improvements and all cost and expense of bringing any and all utilities to the property in connection with any development of the property.

BE IT FURTHER RESOLVED, that the Mayor of the City of Vineland or the President of Vineland City Council are authorized to execute a Deed transferring the property Jason Brandt providing that the property reverts to the City in the event the terms and conditions of the sale are breached, along with any additional documents necessary to transfer the property to Jason Brandt.

Adopted:

President of Council

ATTEST:

City Clerk

**OFFER TO PURCHASE BLOCK 104, LOTS 3, 4, AND 5
OF THE TAX MAP OF THE CITY OF VINELAND**

THIS OFFER, is made on the 1st day of June, 2023 by the undersigned (the "Purchaser"), to the City of Vineland for the purchase of Block 104, Lots 3, 4, and 5 of the tax map of the City of Vineland (the "Property") for the amount set forth below in accordance with the terms and conditions set forth in the Legal Notice published in the Daily Journal on May 18, 2023 and May 25, 2023, which are incorporated herein.

The Purchaser has paid to the City of Vineland the sum of set forth below as a deposit and part payment of the purchase money, and agrees to complete the purchase in accordance with the terms and conditions set forth in the May 18, 2023 and May 25, 2023 Legal Notices.

The Purchaser acknowledges that the sale is subject to approval by Vineland City Council and that the City has reserved the right to reject all bids. The Purchaser agrees to pay the balance of the purchase price, plus for legal fees, advertising costs, preparation of the Deed of Conveyance, recording fees, and all other closing costs, within thirty (30) days of the passage of the Resolution by Vineland City Council confirming the sale. In the event Purchaser fails to complete the purchase within this thirty (30) day period, Purchaser acknowledges that the bid will be rescinded, all rights to purchase the property shall be terminated and the down payment shall be forfeited.

The Purchaser acknowledges that the transfer of title will be by quit claim deed containing a reverter clause providing that the property will revert to the City in the event the terms and conditions of the sale, as set forth in the May 18, 2023 and May 25, 2023 Legal Notices, are not complied with, and that Purchaser will be required, at the time of closing, to execute and deliver to the City of Vineland a quit claim deed transferring title back to the City of Vineland as security for Purchaser's promise to comply with the terms and conditions of the sale.

The Purchaser acknowledges that if the City fails to confirm the sale, any deposit monies received pursuant to the bidding shall be returned, without interest, or any other compensation, and there shall be no further liability between the parties.

The Purchaser acknowledges and agrees that the terms and conditions of the sale as set forth in the May 18, 2023 and May 25, 2023 Legal Notices, shall survive closing and not merge into the deed transferring title.

Purchaser acknowledges that this Offer is a binding Offer and may not be withdrawn or revoked.

~~PURCHASER:~~

Purchase Price: \$ 29,000

Deposit: \$ 2,900

Balance Due: \$ 26,100

Advertising and Closing Costs to be determined

Name: Jason Brandt

Title: _____

Address: 688 Rosemont Ave. Newfield NJ 08344