

ORDINANCE NO. 2024- 12

ORDINANCE AUTHORIZING THE EXECUTION OF AN AGREEMENT OF SALE AND SUCH OTHER CLOSING DOCUMENTS NECESSARY FOR THE ACQUISITION OF CERTAIN PROPERTIES OWNED BY CHRIST THE GOOD SHEPHERD PARISH KNOWN AS BLOCK 3119 LOTS 19, 20, 22, & 23 ON THE VINELAND TAX MAP TO THE VINELAND INDUSTRIAL COMMISSION.

WHEREAS, Christ The Good Shepherd Parish (the "Parish") is the owner of certain property being described as Block 3119, Lots 19, 20, 22, & 23 on the City of Vineland tax map (Property) which is not needed for public purposes; and

WHEREAS, the Parish has offered to sell the Property to the City and the City desires to acquire the Property; and

WHEREAS, the City intends to acquire the Property from the Parish for the sum of One Million Two Hundred Fifty Thousand (\$1,250,000.00) Dollars, in accordance with N.J.S.A. 40A:12-3.

NOW THEREFORE BE IT ORDAINED by the City Council of the City of Vineland that:

1. The City Council hereby approves the purchase of the "Property" from the Parish for the purchase price of One Million Two Hundred Fifty Thousand (\$1,250,000.00) Dollars (the "Purchase Price"), subject to the terms and conditions set forth herein and to the contingencies and conditions set forth in the Agreement.
2. The Mayor is hereby authorized to execute the Agreement, together with any and all documents necessary to complete the purchase of the Property; and such other Closing documents as may necessary to complete the acquisition of the Property, provided all contingencies set forth in the Agreement and all inspections authorized by the Agreement, have been completed and satisfied.
3. The City represents that sufficient funds are available for the purchase of the Property.
4. The City shall obtain title insurance for the Property and may, in its discretion, obtain surveys or other inspections of the Property, as provided in the Agreement. Closing shall occur as provided in the Agreement and possession of the Property shall transfer to the City at closing.
5. The appropriate City officials shall cause the deed to the Property to be properly recorded with the Cumberland County Clerk.

Passed first reading:

Passed final reading:

President of Council

Approved by the Mayor:

Mayor

ATTEST:

City Clerk

Agreement of Sale

This Agreement is made this _____ day of January, Two Thousand and Twenty-Four

Between

CHRIST THE GOOD SHEPHERD PARISH, VINELAND, N.J., a religious corporation of the State of New Jersey, whose present address is 1655 Magnolia Road, Vineland, New Jersey 08361-6598 (*Seller*),

And

CITY OF VINELAND, a municipal corporation of the State of New Jersey, whose present address is 640 East Wood Street, Vineland, New Jersey 08360 (*Buyer*).

Seller and Buyer are referred to collectively as the *Parties*.

Whereas, Seller owns property identified as Block 3119 Lots 19, 20, 22, & 23, City of Vineland, County of Cumberland, State of New Jersey (*Property*); and

Whereas, Seller desires to sell and Buyer desires to buy the Property; Now Therefore

In Consideration of the mutual covenants and promises contained in this Agreement, the Parties covenant and agree as follows.

1. **Purchase Agreement.** Seller agrees to sell and Buyer agrees to buy the real property described in Provision 2 of this Agreement.

2. **Property.** The property to be sold (*Property*) consists of:

a. **Land and Buildings.** The land located in the City Vineland, County of Cumberland, State of New Jersey described as follows:

commonly known as 918 East Landis Avenue and identified Block 3119 Lot 19, City of Vineland, County of Cumberland, State of New Jersey (*Bay 2*),

commonly known as 916 East Landis Avenue and identified Block 3119 Lot 20, City of Vineland, County of Cumberland, State of New Jersey (*Bay 1*),

commonly known as 15 North East Avenue and identified Block 3119 Lot 22, City of Vineland, County of Cumberland, State of New Jersey (*former Sacred Heart High School & Detached Cafeteria*),

commonly known as 103 N. East Avenue and identified Block 3119 Lot 23, City of Vineland, County of Cumberland, State of New Jersey (*Alumni Building*).

b. **Other Rights.** All Seller's rights, title and interest in and to the Property identified in this Provision are included in this Agreement.

c. **Improvements.** All buildings, driveways, and other improvements on the land are included in this Agreement.

d. **Fixtures.** All fixtures, equipment and personal property attached to or otherwise used with the land are included, except as noted below. Seller owns and has fully paid for these items.

e. **Access Easement.** Seller and Buyer shall grant to each other a Cross Access Easement from Myrtle Street to East Avenue. This Cross Access Easement shall run in one direction from East Avenue to Myrtle Street, be as straight as possible between both street access points, and shall be designed, constructed, and maintained to minimize the impact on Seller's Property identified as Block 3119 Lot 18. Buyer shall be solely responsible for the costs of design, construction, and maintenance of the Cross Access Easement.

Buyer shall also be responsible for the design, construction, and maintenance of any safety measures deemed reasonably necessary by the Seller.

f. **Parking Easement.** Seller shall grant a non-exclusive Parking Easement to Buyer allowing shared parking for twenty (20) vehicles on Seller's property identified as Block 3119, Lot 18, in the area directly behind the Alumni Building identified as Block 3119 Lot 23.

g. **Specifically Included.** The following items are specifically included in this Agreement of Sale.

(1) None.

h. **Specifically Removed.** The following items are being removed by Seller. Seller may but shall not be required to remove any of these items before all of Buyer's contingencies are satisfied. If any of these items are removed, then those items are excluded from this Agreement of Sale.

(1) Seller shall remove any or all Parish records or files.

(2) Seller shall remove any and all items from the Chapel.

(3) Seller shall remove the chairs and tables from classrooms on the 1st floor.

(4) Seller shall remove everything on the 2nd floor.

(5) Seller shall remove everything belonging to the Diaconate Center which is also on the 2nd floor.

(6) Seller shall remove the chairs and tables from the 3rd floor chemistry room.

(7) Seller shall remove the banners are hanging in gymnasium.

(8) Seller may remove any or all architectural or design elements, fixtures, or items having any type of religious use or nature whatsoever.

3. **Purchase Price.** The purchase price is One Million Two Hundred Fifty Thousand (\$1,250,000.00), to be paid in full at Closing.

a. **Balance.** Buyer shall pay the balance at closing in cash, by certified or cashier's check or by wire transfer of immediately available funds to the title company at Closing. Buyer represents, warrants, and covenants to and with Seller as of the date of this Agreement of Sale and as of the date of Settlement that Buyer has sufficient readily available funds to complete this transaction. Once the Ordinance authorizing and approving this Agreement has been adopted by Vineland City Council, Buyer will provide Seller with a copy of the Ordinance and a copy of the Certification of Available Funds has been issued by the City's Chief Financial Officer.

4. **Escrow Agent.** All deposit moneys will be held in trust by Buyer's Title Agency, (*Escrow Agent*) in a non-interest bearing account until disbursed pursuant to the provisions of this agreement. Interest, if any, shall follow the Deposit. At Settlement all deposits shall be paid to Seller on account of the Purchase Price. If a dispute arises between the Parties about the Deposit, then Escrow Agent may place the Deposit with the Clerk of the New Jersey Superior Court, pending the adjudication of such dispute.

5. **Settlement.** Settlement under the terms of this Agreement shall take place no later than April 30, 2024 (*Settlement Date*). Both parties will fully cooperate so that Settlement can take place by that date. The Buyer will have the right to extend Settlement for up to an additional sixty (60) days if the grant has not been awarded by April 30, 2024. Settlement shall take place at: the offices of Buyer's title agent or attorney or such other place as agreed to by the Parties, or electronically with hard and/or wet ink copies to follow. Each party shall be responsible for one-half of the title company's closing fee. Seller shall be responsible for expenses of preparing the Deed in recordable form, lien discharge fees, if any, Bulk Transfer Escrow, if any, and for the regular realty transfer fee. Buyer shall be responsible for all expenses related to title.

a. **Force Majeure.** If either Party is delayed or hindered in or prevented from completing this transaction by reason of a *Force Majeure* Event, then either Party may extend any remaining time-periods or deadlines as of right by up to three (3) months, without penalty. A "*Force Majeure* Event" means any of the following events: (1) acts of God, including but not limited to storms, flood, lightening, earthquake, hailstorms, ice storms, tornadoes, hurricanes, landslides, fires (whether deliberately set or otherwise), and

sabotage; (2) epidemics, pandemics, quarantines, stay-at-home orders or similar health or environmental emergencies; governmental laws, regulations, orders, restrictions; and (3) other reasons whether of a like nature or not that is beyond the control of the party affected.

b. **Settlement Contingencies.** The Settlement of this transaction is subject to the following conditions.

1. **Seller's Contingencies.** Seller's obligation to settle this transaction is subject to:

2. **Buyer's Contingencies.** Buyer's obligation to settle this transaction is subject to:

(1) Buyer receiving a title report for the Property acceptable to Buyer as set forth in Provision 9;

(2) Buyer receiving a survey of the Property acceptable to Buyer as set forth in Provision 10;

(3) This sale not contingent on obtaining a mortgage.

(4) This sale not contingent on the sale of any other real estate or personal property.

(5) This conveyance / transaction is not subject to Buyer obtaining any type of funding or grants whatsoever. Buyer further represents without any reservation whatsoever that Buyer has all cash available to make full payment at Settlement as contemplated / expected by this Agreement. Nevertheless, Buyer shall apply for a grant from the New Jersey Economic Development Authority to be used toward the purchase of the property. Seller has been advised that an award to successful applicants is anticipated to be made by the end of April 2024. The Buyer shall not have the right to cancel this Agreement if its application for the Grant is not approved and shall Settle in accordance with the provisions of this Agreement regardless of whether the Grant is approved.

6. Settlement Documents.

a. At Settlement Seller shall provide, at its sole cost and expense:

(1) A bargain and sale deed with covenants against grantor's acts in recordable form, duly executed by Sellers and acknowledged, that transfers Sellers' interest in the Property to Buyer,

(2) An Affidavit of Title reasonably acceptable to Buyer and Buyer's title agency,

(3) A Certification of Non-Foreign Status under *I.R.C.* § 1445, if required,

(4) An executed IRS Form 1099S for reporting the sale, if required,

(5) A Unanimous Written Consent (having the signatures of all the Seller's trustees) and showing that the Bishop has sanctioned the transaction, and

(6) Such other documents (including, but not limited to, any state forms related to tax payments or withholding), instruments and tax forms as are reasonably required by: the Title Company, the terms of this Agreement, or necessary to complete transactions contemplated by the terms of this Agreement. All documents to be delivered as provided above shall be duly authorized, fully executed, and, if required, acknowledged before a notary.

b. At Settlement Buyer shall provide, at its sole cost and expense:

(1) An Affidavit of Title acceptable to Buyer's title agency.

c. At Settlement the Parties agree to accept and sign the following documents:

(1) A settlement statement prepared in accordance with the terms of this Agreement, and

(2) Any and all documents reasonably required to settle this transaction.

7. **Possession.** At Settlement Buyer shall be given possession and no other person or entity shall have any right to occupy or use the Property or any part of the Property. Seller has not and will not enter into any new leases during the pendency of this Agreement without Buyer's express written consent, which consent may be withheld in Buyer's sole and absolute discretion.

8. **Ownership.** Seller shall transfer ownership of the Property in fee simple absolute free of all claims and rights of others, with the following exceptions:

(1) the rights of utility companies to maintain pipes, cables, wires and poles over, along, on and under the street, the part of the Property next to the street, or running to any improvement on the Property, and

(2) recorded agreements which limit the use of the Property, unless the agreements: are presently violated, provide that the Property would be forfeited if they were violated, or limit in any way Buyer's intended use of the Property.

9. Title Status. Seller states that as of the date of this Agreement the following statements are accurate and correct:

a. Seller is the record owner of fee simple title to the Property.

b. To the best of Seller's knowledge states that all buildings, driveways and other improvements on the Property are within its boundary lines.

c. There are no leases, rights of first refusal or similar agreements that exist in connection with the Property or that would in any way interfere with the Buyer's ability to purchase and the Buyer's ability to own, use, or operate the Property.

d. Seller has no knowledge or information of any pending or threatened condemnation proceedings against the Property.

f. Seller has not received notice of any proposed municipal assessment, charge, or lien against the Property. Seller to the best of its knowledge has received no notice of any violations of law, municipal or county ordinances, or other legal requirements with respect to the Property or with respect to the use, occupancy or construction thereon.

g. Seller states that no litigation, against this property, exists or is pending. Seller has not received any notice, of any actual or threatened action, litigation, proceeding by any organization, person, governmental agency against the Property or Seller nor has any such organization, or governmental agency communicated to Seller anything that Seller believes to be a threat of any such action, litigation or proceeding. Neither the entering into of this Agreement nor the consummation of the transactions contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon it.

h. Seller states that it has not filed a bankruptcy petition or sought bankruptcy protection. Buyer acknowledges that Seller has advised Buyer that although Seller is not in bankruptcy, the Diocese in which Seller is located has filed for bankruptcy but that bankruptcy will not adversely affect Seller's ability to transfer clear title to Buyer.

Seller shall promptly notify Buyer if Seller receives any information that renders the preceding statements inaccurate or incorrect.

10. Title Insurance. Seller will convey good and marketable title. The ownership of Buyer must be free of any title defects and insurable at regular rates by a reputable title insurance company that is authorized to do business in the State of New Jersey. If Seller is unable to convey the title to the Property promised in this Agreement as a result of a defect in the title of the Property, then Buyer may choose to accept such title as Seller can convey, or cancel this Agreement. If Buyer cancels this Agreement due to an uncured title defect during or before the expiration of the cure period, then: (1) Buyer shall prepare and execute a written release of all Buyer's rights under this Agreement in recordable form and send same to Seller, (2) all deposits plus any interest, if any, thereon shall be refunded upon receipt of Buyer's release, and (3) the Parties shall have no further claim or recourse against each other.

11. Survey. Buyer's obligations under this Agreement are contingent upon Buyer receiving an accurate survey that can be insured at regular rates. Buyer shall pay for this survey. Buyer shall have the survey certified to Seller's and Buyer's attorney and title company, and give Seller's and Buyer's attorney a copy of such survey, at Buyer's sole cost and expense.

12. Correcting Defects. If any of the terms of Provisions 7, 8, 9, 10, or 11 of this Agreement are incapable of fulfillment or cannot be complied with, then Seller shall be notified and given thirty (30) days to correct such condition or factor and thereafter Buyer may either extend such time or may cancel this Agreement. If Buyer chooses to cancel this Agreement pursuant to this Provision, then: (1) Buyer shall prepare and execute a written release of all Buyer's rights under

this Agreement in recordable form and send same to Seller, (2) all deposits plus interest, if any, thereon shall be refunded upon receipt of Buyer's release, and (3) the Parties shall have no further claim or recourse against each other.

13. Status of Parties.

- a. The execution of this Agreement by Seller and/or Buyer and the performance by Seller and/or Buyer of their respective obligations hereunder do not violate any agreement, contract or other instrument to which either Party is a party or is bound.
- b. Seller is a Religious Corporation organized under the laws of the State of New Jersey and is qualified to do business under the laws of the State of New Jersey. Seller has full power, authority and legal right to (1) execute and deliver this Agreement, (2) comply with the terms of this Agreement, and (3) subject to the satisfaction of the conditions set forth herein, complete the transactions contemplated by this Agreement. This Agreement has been authorized, executed, and delivered by Seller and constitutes valid and legally binding obligations of Seller, enforceable against Seller. Seller has not entered into any agreements, commitments or letters of intent with any party other than the Buyer relating to the sale of all or any portion of the Property which are still in effect.
- c. Seller is not a "foreign person", "foreign corporation", "foreign trust", or "foreign estate" as those terms are described in the *I.R.C.* § 1445, nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code (including, but not limited to, § 1445 thereof) or any comparable laws of the State of New Jersey. If the foregoing is not the case such that the Buyer is obligated to withhold from the purchase price under any such laws, then Seller shall cooperate with the Buyer in connection with Settlement to allow for withholding and compliance with such laws, as necessary. Seller's Federal taxpayer I.D. number is set forth below Seller's signature on this Agreement.

14. Physical Condition of the Property.

- a. **AS IS, WHERE IS.** Within forty-five (45) days after this Agreement is signed by both parties, Buyer will have the opportunity to have the Property inspected to Buyer's full satisfaction. Seller will cooperate in providing access for any inspections desired by Buyer. In the event any of the inspections are unacceptable to the Buyer for any reason, the Buyer shall have the right to cancel this Agreement by providing Seller with written notice of cancellation within ten (10) business days after expiration of the forty-five (45) day inspection period. In the event Buyer does not cancel this Agreement, the Buyer will accept the Property **AS IS, WHERE IS**. Seller does not make any statements, claims, guaranties, representations or promises about the condition or value of any of the Property included in this sale. The Buyer acknowledges that the Seller does not and will not assume any responsibility or liability because of any existing condition. This provision shall survive Settlement.
- b. **Due Diligence.** Without permanently altering the Property, Buyer shall have forty-five (45) days after Buyer's receipt of a fully-executed copy of this Agreement (Due Diligence Period) to complete a Phase I / II Environmental Site Assessment (ESA) and such other environmental inspections of the Property and building as Buyer deems necessary. Buyer acknowledges that the ESA provides any and all due diligence it deems necessary, prudent, appropriate, or desirable, with the exception of obtaining a title commitment and survey (which are provided for elsewhere in this Agreement of Sale). Buyer shall have qualified experts determine, complete, and deliver to Buyer the ESA. Seller shall provide reasonable access to the Buyer, and Buyer's experts and agents, upon 24 hours written notice to Seller. Buyer shall be solely responsible to pay for costs of completing its Due Diligence. Buyer shall hold harmless, indemnify, and release Seller from and against any and all claims, costs, expenses, liabilities, losses, or penalties including but not limited to court costs and attorney's fees arising out of or associated with Buyer's Due Diligence activities provided; however, that without diminishing the effect of Provision 14.a. and while being still subject to Provision 14.a. Buyer shall not hold harmless, indemnify, and release Seller for the remediation of any environmental contamination discovered during the ESA or other environmental inspections. Before entering in, on, or under the Property, Buyer and Buyer's experts and invitees shall

provide Buyer with a Certificate of Insurance covering any and all activities and any negligent conduct of Buyer and Buyer's experts and invitees, and naming Seller as an additional insured on a primary and non-contributory basis. Seller shall cooperate with Buyer's experts and provide additional information within Seller's control as requested. Buyer, at Seller's request, shall deliver to Seller the raw data, fields notes, and results of any and all inspections, investigations, reports, research, reviews, tests, and analyses of any nature of the Property. To cancel this Agreement Buyer shall send written notice to Seller on or before the expiration of the Due Diligence Period as may be extended and subject to the Force Majeure provisions of this Agreement. If Buyer has not canceled this agreement in writing on or before 5:00 p.m. on the date that the Due Diligence Period expires, as may be extended or subject to the Force Majeure provisions herein, then Buyer's right to cancel this agreement under this Provision shall expire. If Buyer decides not to purchase the Property, then: (1) Buyer shall prepare and execute a written release of all Buyer's rights under this agreement in recordable form and send same to the Seller, (2) all deposits plus interest, if any, thereon shall be refunded upon receipt of Buyer's release, and (3) the Parties shall have no further claim or recourse against each other.

c. **Disclosures.** Seller has already advised Buyer and Buyer is fully aware that the corner lot on the block adjacent to this site has historically been used as a gasoline station and automobile repair shop.

15. Approvals.

a. **NJ Bulk Sales.** The New Jersey Bulk Sales Law, N.J.S.A. 54:50-38, (*Law*) applies to the sale of certain property. Under the Law, Buyer may be liable for taxes owed by Seller if the Law applies and Buyer does not deliver to the Director of the New Jersey Division of Taxation (*Division*) a copy of this Contract and a notice on a form required by the Division (*Tax Form*) at least ten (10) business days prior to the Closing. Seller shall cooperate with Buyer in sending this notice will provide Buyer with information that Buyer needs to complete and deliver the Tax Form in a timely manner. Buyer promptly shall deliver to Seller a copy of any notice that Buyer receives from the Division in response to the Tax Form. If, prior to the Settlement, the Division requires Buyer to withhold an amount (*Tax Amount*) from the purchase price proceeds for possible unpaid tax liabilities of Seller, then Buyer's attorney or Buyer's title insurance company (*Escrow Agent*) shall withhold the Tax Amount from the closing proceeds and place that amount in escrow (*Tax Escrow*). If the Tax Amount exceeds the amount of available closing proceeds, then Seller may cancel this transaction. If the Division directs the Escrow Agent or Buyer to remit funds from the Tax Escrow to the Division or some other entity, then Escrow Agent or Buyer shall do so. Escrow Agent or Buyer shall only release the Tax Escrow, or the remaining balance thereof, to Seller (or as otherwise directed by the Division) upon receipt of written notice from the Division that it can be released, and that no liability will be asserted under the Law against Buyer.

16. **Seller not liable after Settlement.** All warranties, guarantees, representations of Seller concerning the building(s), the systems servicing the building(s), the appliances, lot lines, location of structures, driveways, fences, and any other matter affecting this Agreement are absolutely void after settlement or delivery and acceptance of possession or occupancy of the Property, whichever event occurs earlier.

17. **Building and Zoning Laws.** Seller makes no representations as to whether the current use can be continued or is permitted.

18. **Adjustments at Settlement.** Buyer may require that any person or entity with any claim, lien or right affecting the Property shall be paid from the proceeds of sale at Settlement Escrow to extinguish and nullify such claim, lien or right. The parties shall make prorated adjustments at Settlement for items, which have been paid by Seller or are due from Seller such as taxes, water, and sewer charges which could be claims against the Property. All real estate taxes, special taxes, owner's association dues, and other assessments or utility charges, if any, applicable to the Property shall be prorated (employing a 365-day year) between the Buyer and Seller as of 12:00 a.m. the day of Settlement. All real estate taxes shall be prorated based upon the most recently available property assessment for the Property. All assessments levied against the Property shall be paid in full by the responsible party on or before Settlement or out of the purchase price proceeds in the case of the Property. If any errors or omissions are made

regarding any proration, then the Parties shall make the appropriate corrections promptly upon discovery thereof by paying cash to the party entitled thereto.

19. **Municipal Assessments.** Municipalities may make local improvements such as the installation of sewer systems. The cost of these improvements is charged against the real estate receiving the benefit of the improvements. This charge is known as an assessment, and is in addition to real estate taxes. Buyer shall pay any and all assessments for improvements completed after Closing or associated with Buyer's use of the Property, as they become due.

20. **Risk of Loss.** Seller is not responsible for any repair to the Property unless the Property is damaged by the Seller. The purchase price shall not change because of any damage by Buyer or agents of Buyer. Buyer shall have no liability with respect to any loss or damage to the Property prior to Settlement unless caused by Buyer, its agents, contractors, experts, or employees.

21. **Default.** Default is defined as either party failing to Settle according to the terms of this Agreement.

a. If Buyer defaults, then: **(1)** Buyer shall absolutely and immediately forfeit to Seller all deposits with interest, if any, as liquidated damages and not as a penalty and these damages shall be Buyer's sole liability in the event of its default, **(2)** Buyer shall prepare and execute a written release of all Buyer's rights under this Agreement in recordable form and send same to Seller, and **(3)** the Parties shall have no further claim or recourse against each other.

b. In the event Buyer performs all its obligations under this Agreement and Seller fails to Settle pursuant to the terms of this Agreement, otherwise breaches any term of this Agreement, or is prevented from completing the contemplated transaction by a bankruptcy court order or failure to obtain bankruptcy court approval of the contemplated transaction, then: **(1)** Seller shall pay Buyer the actual costs of property inspections, environmental reports, title searches, land surveys, and fees not exceeding Twenty Five Thousand dollars and Zero cents (\$25,000.00) upon presentation of the appropriate and reasonable invoices and receipts, **(2)** Seller shall refund any and all deposits paid by Buyer to Buyer, **(3)** prepare and execute a written release of all Buyer's rights under this Agreement in recordable form and send same to Seller, and **(4)** the Parties shall have no further claim or recourse against each other.

22. **Commissions.** The Parties represent and warrant to each other that they have not consulted with, dealt with, or retained any agent, broker, finder or similar party in negotiating or obtaining this Agreement, except Berkshire Hathaway Home Services Fox and Roach who is the Seller's agent. The Seller has been advised that the commission rate shall be paid at Settlement by Seller in accordance with the listing agreement and all extensions and amendments made thereto. The Parties represent and warrant to each other that this transaction is not subject to any other charge, claim, commission, fee, payment or similar claim for compensation by any agent, broker, finder or similar party for negotiating or obtaining this Agreement for Buyer or Seller (*Commission Claim*). If any Commission Claim is sought at any time, then the party whose actions resulted in the claim for such Commission Claim shall be solely responsible for paying such Commission Claim. The Parties shall defend, hold harmless, indemnify, and release each other from and against any and all claims, costs, expenses, liabilities, losses, or penalties including but not limited to court costs and attorney's fees for Commission Claims. The provisions of this paragraph shall survive Settlement.

23. **Parties Bound.** This Agreement is binding on all the Parties, their respective administrators, executors, heirs, representatives, their permitted assigns, successors, and all who succeed to their rights and responsibilities by operation of law or with permission.

24. **Notices.** All notices, approvals, consents, demands, requests, or other communication (*Notices*) whether permitted by, required by, or regarding the interpretation or performance of this Agreement shall be written and shall identify the provision of the Agreement to which it relates. All Notices shall be complete upon mailing, and shall be sent by postage pre-paid, certified mail, return receipt requested, addressed as follows:

Party	Copy To
<i>Buyer</i>	
City of Vineland 640 E. Wood St. Vineland, NJ 08360 voice: fax:	Stephen D. Barse, Esquire Associate Solicitor, City of Vineland 640 E. Wood St. Vineland, NJ 08360 voice: 856-794-4600 (main) voice: 856-794-4967 (direct) fax: 856-405-4632 sbarse@vinelandcity.org
<i>Seller</i>	
Christ the Good Shepherd Parish 1655 Magnolia Road Vineland, NJ 08361-6598 voice: fax:	Francis J. Monari, Esq. McKernan, McKernan & Godino, LLC 113 N. Sixth St. Camden, NJ 08102 voice: 856-964-7759;19 fax: 856-964-9620 francismonari@mckernangodino.com
Daniel G. Bochanski, P.E., Dir. Buildings & Project Management Camden Diocese 631 Market St. Camden, NJ 08102 voice: 856-583-2800 fax:	Mr. Kenneth J. McIlvaine Berkshire Hathaway Home services, Fox Roach Realtors 157 Bridgeton Pk. Mullica Hill, NJ 08062 voice: 856-343-6000 ext. 6277 direct: 856-853-0111 & 856-537-1016 fax: 856-853-4482 ken.mcilvaine@foxroach.com

The Parties agree to accept such notices. If a notice is delivered after 5:00 p.m. prevailing time, then the delivery shall be deemed to have occurred that calendar day, but the appropriate response time shall be determined as if the notice had been delivered on the next business day. Notices sent by e-mail shall be considered sufficient Notice if the recipient acknowledges by return e-mail or other written correspondence the receipt of said e-mail.

25. Construction. The construction of this Agreement shall be governed by the following provisions:

- a. **Captions and Titles.** Any captions or titles are only for the convenience of the Parties and do not in any way amplify, define, describe, limit, modify, or give full notice of any terms, covenants, or conditions of any of the Parties.
- b. **Gender and Number.** References to any parties, persons, entities, or corporations shall include the appropriate grammatical gender or grammatical number as may be required.
- c. **Severability.** If any part of this Agreement or its application to any person or party or circumstance is adjudged invalid, illegal, or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall remain in full force and effect.
- d. **Conformability.** The Parties may pursue the relief or remedy provided in any invalid or unenforceable clause, by conforming the said clause with the provisions of the law, either statutory or decisional, or the regulations of any governmental agency in such case

made and provided as if the particular provision or provisions of the applicable law or regulation were set forth herein at length.

e. **Rights and Remedies.** Except as expressly provided in this Agreement the duties and obligations imposed by this Agreement and the rights and remedies available in this Agreement are in addition to and not a limitation of the duties, obligations, rights and remedies otherwise available at law or in equity.

f. **Not Against Drafter.** No provision of this Agreement shall be construed by any court or other judicial authority against any Party because that Party drafted or structured such provision.

26. **Applicable Law.** The following terms control the law, and location for bringing suit:

a. **Choice of Law.** Regardless of the physical place of execution or delivery, this Agreement shall be governed and interpreted according to the laws of the State of New Jersey without regard to or application of conflict of law principals.

b. **Choice of Forum.** Regardless of the physical place of execution or delivery, the Superior Court in the County of Cumberland and the State of New Jersey shall be the sole forum for resolving any questions, disputes, or other matters about this Agreement.

27. **Administration.** This Agreement shall be governed by the following provisions:

a. **No Lapse.** No waiver of any breach of any condition, covenant, restriction, obligation, or provision shall be deemed a waiver of that or any similar term in the future nor shall a waiver of any breach be deemed a waiver of later breaches.

b. **Recording.** The Parties agree not to record this Agreement or any memorandum of this Agreement in any public office. If a Party records this Agreement or a memorandum of this Agreement, then such Party irrevocably grants the other Party the right to cancel any such recording.

28. **Counterparts.** This Agreement is being executed within a reasonable interval of time in two (2) counterparts. Each fully executed counterpart shall be an original for all intents and purposes.

29. **Modifications.** This Agreement can only be modified by another written agreement signed by all the Parties and executed in a manner similar to this Agreement.

30. **Complete Agreement.** This Agreement, including any attached Exhibits, Schedules or documents specifically incorporated by reference or attached, expresses the complete agreement between the Parties (*Complete Agreement*). None of the Parties have made any prior promises, guarantees, representations, or any inducements, in any form regarding the subject of the Complete Agreement except those promises, guarantees, representations or inducements expressed in the Complete Agreement. No promises, guarantees, or representations other than those expressed in the Complete Agreement are binding.

31. **No Reliance on Others.** This Agreement is entered into by the parties based upon their full understanding of the meaning of all the provisions of this Agreement, and upon the knowledge of the parties as to the value of the land and whatever buildings are upon same, and not on any representations made by either of them to the other.

32. **Signatures.** The undersigned acknowledge that they have received a copy of this Agreement and that they understand its terms.

In Witness Whereof the undersigned Parties, by their duly authorized representatives, have affixed their signatures and seals to execute this Agreement as of the date written at the top of the first page.

ATTEST:

Christ the Good Shepherd Parish,
Vineland, N.J.

JUNIOR FLORES
Secretary

By: ROBERT E. HUGHES
Vice-president

(L.S.)

ATTEST:

City of Vineland

KEITH PETROSKY
City Clerk

By: ANTHONY FANUCCI
Mayor

(L.S.)