

RESOLUTION NO. 2024- 169

RESOLUTION ACCEPTING BID AND AUTHORIZING
THE SALE OF BLOCK 5901, LOT 70 AT PRIVATE SALE
IN ACCORDANCE WITH N.J.S.A. 40A:12-13(B) (5).

WHEREAS, on April 25, 2023, Vineland City Council passed Ordinance No. 2024-15 which authorized the advertisement of Block 5901, Lot 70 for private sale to the adjacent property owners pursuant to N.J.S.A. 40A:12-13(B) (5);

WHEREAS, the Notice authorized by Ordinance No. 2024-15, was published in the Daily Journal on March 26, 2024, and provided to all the adjacent property owners;

WHEREAS, on April 8, 2024, David Cardana submitted a sealed bid in the amount of \$4,175.00 which exceeded the minimum price or \$3,631.00.00 set by Ordinance No. 2024-15;

WHEREAS, David Cardana submitted the only bid for the property;

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 bid submitted by David Cardana is hereby accepted and the sale of Block 5901, Lot 70 to David Cardana for \$4,175.00, subject to the terms and conditions set forth in the March 26, 2024 Notice published in the Daily Journal, is hereby approved;

BE IT FURTHER RESOLVED, that the Mayor of the City of Vineland or the President of Vineland City Council are authorized to execute the attached Agreement of Sale and a Deed transferring Block 5901, Lot 70 to David Cardana along with any additional documents necessary to effect said transfer.

Adopted:

President of Council

ATTEST:

City Clerk

AGREEMENT OF SALE

THIS AGREEMENT, made and dated this _____ day of _____, 2024, between City of Vineland, a municipal corporation of the State of New Jersey (hereinafter referred to as the "Seller"), and David Cardana (hereinafter referred to as "Buyer"),

WHEREAS, on March 13, 2024, Vineland City Council enacted an Ordinance authorizing the sale of Block 5901, Lot 70, located on S. Spring Road, to a contiguous property owners, pursuant to N.J.S.A. 40A:12-13(b) (5).

WHEREAS, Block 5901, Lot 70 has a fair market value of \$3,631.00, is less than the minimum size for development; is without capital improvements thereon; and is not needed for a public purpose;

WHEREAS, David Cardana submitted the highest qualifying bid;

NOW, THEREFORE, in consideration of the mutual agreements and undertakings provided herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **SALE OF PROPERTY**. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, fee simple title to a parcel of real property located in the City of Vineland, County of Cumberland, State of New Jersey, known as **Block 5901, Lot 70** of the tax map of the City of Vineland (herein at times referred to as the "Property"). This property is being sold "as is", "where is" and with "all faults, subject to all of the terms and conditions set forth in the Notice Published in the Daily Journal on March 26, 2024. The Seller does not make any claims or promises about the condition or value of any of the property included in this sale.

2. **PURCHASE PRICE**. The total consideration or purchase price (the "Purchase Price") for the Property shall be **FOUR THOUSAND ONE HUNDRE AND SEVENTY FIVE (\$4,175.00) DOLLARS**, payable as follows:

(a) Buyer shall deposit (ten (10%) percent of the purchase price with the City of Vineland upon the execution of this Agreement.

(b) The balance of the Purchase Price will be paid by wire transfer, certified check or title company check at Settlement.

(c) The Purchase Price shall be adjusted in accordance with the provisions of **Section 13** below, which provides for various adjustments and apportionments.

3. **SELLER'S REPRESENTATIONS**. The Buyer acknowledges and agree that Buyer is the owner of contiguous real property and is more familiar with the Property, including its utility, usability and environmental conditions, than the City of Vineland. Therefore, no representations of any kind are made by the City of Vineland as to the conditions of the property; the property is being sold in its present condition, "as is," "where is." and "with all faults. The property is being sold 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 benefitting the property. The Seller makes no representation as to the utility, usability or environmental condition of the Property and does not warrant or certify title to the Property. In no event shall the Seller be liable for damages for any reason, including, but not limited to environmental conditions/contamination, or title defects. The Buyer is responsible for conducting any and all inspections and testing of the property at their own cost.

4. **QUALITY OF TITLE.** In the event that title is not marketable and free and clear of all liens, restrictions, easements and other encumbrances and title objections, or not insurable at ordinary rates, Buyer may cancel this Agreement and receive a return of the deposit. The Property is being sold subject to all applicable laws, statutes, regulations and ordinances of the United States, State of New Jersey and the City of Vineland. The Buyer shall 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. The Property shall remain subject to the right of any municipal or private utility and by any cable television company to maintain, repair and replace their existing or future facilities in, adjacent to, over or under the Property.

5. **ASSIGNMENT.** The Property is being sold to a contiguous property owner who submitted the highest bid for the Property, pursuant to N.J.S.A. 40A: 12-13(b) (5). Accordingly, this sale is personal to the Buyer, and the Buyer may not assign its rights, and obligations, under the terms of this Agreement. The foregoing shall not restrict or abridge the Buyers right to sell the Property, along with Buyer's contiguous property subsequent to closing and the recording of the all-inclusive deed combining the properties.

6. **SURVEY.** Buyer and its agents, employees and contractors shall have full access to the property for purposes of performing a survey.

7. **APPROVAL VINELAND CITY COUNCIL.** This Agreement is subject to approval of the sale by Vineland City Council.

8. **BREACH OF AGREEMENT.** In event the Buyer breaches this Agreement, the Seller may declare this Agreement terminated and retain the Buyer's deposit as liquidated damages.

9. **ADJUSTMENTS AT SETTLEMENT AND CLOSING COSTS.** At closing Buyer shall pay all survey and title charges, including but not limited to, owners title insurance; all recording fees, cost of publication and all other closing costs, including any and all title company charges and fees. The Buyer at Buyers sole cost and expense, shall also provide the solicitor for the City of Vineland with an all-inclusive deed combining the Property, with the contiguous property owned by the Buyer, which all-inclusive legal description will be used by the City's solicitor in preparation of the deed.

10. **TIME AND PLACE OF SETTLEMENT.** Closing shall be within 45 days after a resolution approving the sale is adopted by Vineland City Council and that date shall be considered of the essence. In the event Buyer fails to close title within 45 days after the resolution is adopted, the deposit shall be forfeited to the City. Closing shall be held by at the title company of Buyers choice located in Vineland, New Jersey, or Vineland City Hall. Upon Settlement, possession of the Property shall be delivered to Buyer.

11. DOCUMENTS TO BE DELIVERED AT SETTLEMENT. At Settlement, Seller will deliver to Buyer the following, executed, acknowledged and in recordable form, as appropriate:

- (a) a quit claim deed, combining the Property with Buyers contiguous property (it is Buyer's obligation to supply the Seller with a legal description combining the Property with Buyers contiguous property 7 days prior to closing);
- (b) affidavit of title; and
- (c) Residency Certificate.

12. NOTICES. All notices, requests, demands or other communications hereunder shall be in writing and deemed given when delivered personally or when sent by certified mail, postage prepared as follows:

To Buyer: Alan G. Giebner, Esq.
Associate Solicitor
City of Vineland
640 E. Wood Street
Vineland, NJ 08360
agiebner@vinelandcity.org

To Seller: David Cardana
1952 E. Elmer Road
Vineland, NJ 08361

13. REAL ESTATE COMMISSIONS. Real Estate Commissions, if any, are the sole and exclusive responsibility of the Buyer.

14. PARTIES BOUND. This Agreement shall be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and assigns.

15. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon, enforceable against, and shall inure to the benefit of the assigns and successors of the parties hereto.

16. AMENDMENT. Neither this Agreement nor any provision hereof may be changed, amended, modified, waived or discharged, orally or by any course of dealing, but only by an instrument in writing signed by the party against whom enforcement of the change, amendment, modification, waiver or discharge is sought.

17. GOVERNING LAW. This Agreement has been executed, delivered, and accepted in the State of New Jersey. This Agreement shall be governed, construed and interpreted in all respects in accordance with the laws of the State of New Jersey. The Superior Court of the State of New Jersey, in the County of Cumberland, shall have sole and exclusive jurisdiction to hear and determine any claims or disputes pertaining directly or indirectly to this Agreement, enforcement of this Agreement, or any other matter arising therefrom. The parties hereby expressly submit, and consent, in advance, to such jurisdiction in any action or proceeding commenced by either party in such Court and expressly waives any right that may otherwise exist to a trial by jury.

18. EFFECTIVE DATE/COUNTERPARTS. This Agreement shall be effective on the later of the date signed by either party ("Effective Date"). This Agreement may be executed in counterparts, each of which

shall be binding against the party whose signature appears thereon. All such counterparts, together, shall consist of one and the same document. This Agreement may be executed and delivered by exchange of facsimile or PDF copies showing signatures of all parties, and those signatures need not be affixed to the same copy. The facsimile or PDF copy showing the signatures of all parties will constitute originally signed copies requiring no further execution.

19. ENTIRE AGREEMENT. This Agreement and the Exhibits attached hereto constitute the entire Agreement of the parties with respect to the subject matter hereof. This Agreement supersedes any and all prior negotiations, understandings and agreements of the parties with respect to the subject matter herein.

20. TITLES AND SUBTITLES. Titles of the paragraphs and subparagraphs are placed herein for convenient reference only and shall not to any extent have the effect of modifying, amending or changing the express terms and provisions of this Agreement.

21. WORDS AND GENDER OR NUMBER. As used herein, unless the context clearly indicates the contrary, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

22. SEVERABILITY. In the event any parts of this Agreement are found to be void, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though the void parts were deleted.

23. SURVIVORABILITY. The terms, conditions, restrictions and limitations set forth in this Agreement shall survive closing and not merge with the deed.

IN WITNESS WHEREOF, the Seller and Buyer have caused this Agreement to be executed on the day and year set forth in the first paragraph hereof.

BUYER:

Date: _____, 2024

David Cardana

**SELLER:
CITY OF VINELAND**

Date: _____, 2024

Anthony Fanucci, Mayor