

CITY OF VINELAND, NJ

ORDINANCE NO. 2025- 12

ORDINANCE AUTHORIZING THE EXECUTION OF CONTRACT AND OTHER DOCUMENTS NECESSARY FOR THE ACQUISITION OF BLOCK 122 LOT, 1 AND BLOCK 122, LOT 3.

WHEREAS, Block 122, Lot 1 and Block 122, Lot 3 are adjacent to numerous City owned vacant lots and paper streets on N. Delsea Drive, which will total approximately 20 acres of industrial property after said paper street are vacated and the lots consolidated.

WHEREAS, acquisition of the property will also render several City owned adjacent vacant lots usable and otherwise increase the marketability and value of the larger 20 acre tract by adding usable frontage on N. Delsea Drive.

WHEREAS, an appraisal performed by John J. Randanella, Jr. CREA on or about January 14, 2025, valued the subject lots at \$58,900.00.

WHEREAS, it is in the public interest for the City to acquire the subject lots for industrial development which will increase the marketability and value of the larger 20 acre tract, and otherwise increase the City’s tax base, promote employment and otherwise generate economic opportunity for the City and its residents.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Vineland that purchase of Block 122, Lot 1 and Block 122, Lot 3 for \$58,900.00 is hereby approved.

BE IT FURTHER ORDAINED that the Mayor and Clerk are authorized to execute any and all documents necessary for the acquisition of the subject lots, including the Agreements of Sale, a copy of which is attached hereto, subject to such non-material changes as recommended by the City Solicitor, and such other documents that are reasonable and necessary to complete the purchase.

BE IT FURTHER ORDAINED, that the expenditure to complete the purchase is hereby approved.

This Ordinance shall take effect upon adoption and publication according to law.

Passed first reading: February 11, 2025

Passed final reading: February 25, 2025

\_\_\_\_\_  
President of Council pfs

Approved by the Mayor:

\_\_\_\_\_  
Mayor arf

ATTEST:

\_\_\_\_\_  
City Clerk kp

**REAL PROPERTY PURCHASE AND SALE AGREEMENT**  
**BETWEEN**  
**CITY OF VINELAND OR ITS ASSIGN(S) (BUYER) AND**  
**WEST JERSEY GROVE ASSOCIATION (SELLER)**

**THIS REAL PROPERTY PURCHASE AND SALE AGREEMENT** (this "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between **West Jersey Grove Association** whose address is 4888 Arbutus Avenue, Newfield, NJ 08344(at times referred to as "Seller"), and the **City of Vineland**, whose address is 640 E. Wood Street, Vineland, NJ 08360 (at times referred to as "City" or "Buyer"), or its Assigns.

**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 are 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 Block 122, Lot 1 and Block 122, Lot 3 of the tax map of the City of Vineland, together with all rights incident thereto.

**2. PURCHASE PRICE.** The total consideration or purchase price (the "Purchase Price") for the Property shall be **\$58,900.00**, payable as follows:

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

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

**3. SELLERS REPRESENTATIONS.** Seller warrants and represents that:

(a) Seller has good and marketable title to the Property free of all liens encumbrances except those that will be satisfied at the time of closing.

(b) No one else has any interest in the property, and the Seller has the full right and authority to enter into this Agreement, and transfer title in accordance with the terms of this Agreement.

(c) Sellers have owned the Property since February 5, 1972 Since that date no one has questioned their right to possession or ownership. The Seller has sole possession of the Property. The Seller has not given anyone else any rights concerning the purchase or lease of the Property.

(d) There are, and to the Sellers knowledge, there have never been, any underground or above ground storage tank(s) located on the property.

(e) The property has never been used for a business purpose and is not subject to any wetland restrictions.

(f) The Seller states that all buildings, driveways, and other improvements on the

property are within its boundary lines. Also, no improvements on adjoining properties extend across the boundary lines on this property.

(g) The Seller is unaware of any environmental contamination or other environmental issues regarding the Property and has never used and is unaware of any use of the Property as a dumping ground.

(h) The Property is not assessed, and never has been assessed under the Farmland Assessment Act, and the sale of the Property will not trigger roll back taxes.

#### **4. QUALITY OF TITLE.**

(a) At closing, title to the Property shall be good and marketable and free and clear of all liens, restrictions, easements and other encumbrances and title objections, and shall be insurable as such at ordinary rates by any reputable title insurance company selected by the Buyer (the "Title Company"). 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 in which event Seller shall reimburse Buyer for all costs incurred by Buyer in connection with this Agreement.

(b) At or prior to closing, Seller shall discharge, pay and satisfy any mortgage lien, judgment or other lien of a liquidated and fixed amount (each, a "Monetary Lien") affecting the Property.

(c) Seller shall not grant or create any new or additional liens, restrictions or encumbrances or otherwise alter the quality of title through and including the closing date. In the event Seller alters the quality of title prior to the closing date, the Seller shall reimburse the Buyer for all costs incurred in connection with this contract. The Buyer may also, at its option, cancel this Agreement.

If the property does not comply with this paragraph, the Seller will be notified and given thirty (30) days to make it comply. If the property still does not comply after that date, the Buyer may cancel this contract or give the Seller more time to comply. Notwithstanding the foregoing, the Seller shall have the right to pay off any monetary lien or encumbrance against the property from the proceeds of sale at closing.

**5. INSPECTION/DUE DILIGENCE.** Seller hereby grants Buyer and its agents, employees and contractors **120 days** (the "Due Diligence Period"), commencing on the Effective Date of this Agreement as defined in **Section 27** below, to conduct such investigations and testing, including, but not limited to environmental testing and investigations, as the Buyer, in its sole discretion may deem necessary or prudent (the Investigations). Seller shall cooperate with Buyer in making such Investigations. The Investigations shall be made solely at Buyer's expense. If the Investigations indicate, in Buyer's sole opinion, that the Property is subject to environmental problems or is not otherwise suitable for Buyers intended use, this Agreement shall be NULL and VOID and neither party shall have any further liability or obligation under this Agreement and the Deposit, if any, shall be returned to the Buyer. To exercise Buyer's option to cancel this Agreement, Buyer must give Seller notice consistent with **Section 19** below within the Due Diligence Period. Buyer may cancel this Agreement for any reason during the due diligence period. Buyer, in Buyer's sole discretion may waive, at any time, the balance of the Due Diligence Period, in which event the parties will proceed to closing as provided by **Section 15** below, provided Buyer shall have first obtained site plan approval, or unless the Agreement is otherwise terminated. Any waiver of the balance of the Due Diligence Period must be in writing and delivered in accordance with **Section 19** below. Buyer's

examination of title shall also be conducted during the due diligence period.

6. **ASSIGNMENT.** The Buyer's rights and obligations under the terms of this Agreement may be assigned by the Buyer in its sole discretion. The Seller Agrees to honor any such assignment by direct transfer of the property to the assignee at the time of closing.

7. **APPRAISAL.** Waived.

8. **ENVIRONMENTAL WARRANTIES INVESTIGATION AND REMEDIATION.**

(a) **Warranties.** To the best of Seller knowledge (i) neither the Seller nor any previous owner of the Property or operator of a business on the Property has ever generated, stored, or disposed of any hazardous substances on the Property that were not properly disposed of, which generation, storage or disposal has or may result in a substantial fine or other substantial cost to cure as a result of a claimed violation of any statute, ordinance, by-law, rule or regulation applicable at the time of such storage or disposal; and (ii) that no other party has ever generated, stored, or disposed of such substances on the Property that were not properly disposed of, which generation, storage or disposal has or may result in a substantial fine or other substantial cost to cure as a result of a claimed violation of any statute, ordinance, by-law, rule or regulation applicable at the time of such storage of or disposal; and (iii) there has not been a release of any hazardous substances on the Property by anyone else. For the purposes of this agreement, "hazardous substances" shall mean "hazardous substances" as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, U.S.C.A. the regulations thereunder, and as defined in applicable state law.

(b) **Site Investigation/Remedial Investigation.** In addition to the inspections and testing contemplated in Section 5 above, at its option Buyer and its agents, employees and contractors shall have full access to the property for purposes of performing a Preliminary Assessment, Site Investigation and if warranted by the Site Investigation, a Remedial Investigation.

(c) **Environmental Clean-up.** If the Site Investigation and/or Remedial Investigation discloses the need for Remedial Action, the Buyer, in its sole discretion, may cancel this contract.

(d) **Definitions.** For the purposes of this Agreement the terms "Site Investigation;" "Remedial Investigation;" Remedial Action Work Plan; Remedial Action;" and "Response Action Outcome" shall have the same meanings as provided by N.J.S.A. 13:1K-8.

9. **APPRAISAL CONTINGENCY.** Waived.

10. **FINANCING CONTINGENCY.** Waived.

11. **CITY COUNCIL APPROVAL.** This Agreement is subject to City Council Approval.

12. **BREACH OF AGREEMENT.** In addition to any other remedy available to Buyer at law or in equity, in the event of a breach of this Agreement by Seller, Buyer shall have the right to seek specific enforcement of the terms of this Agreement, in which event Seller shall pay Buyers cost of suit including reasonable attorney fees if Buyer is successful.

13. **ADJUSTMENTS AT SETTLEMENT AND CLOSING COSTS.**

(a) **Time of Adjustments.** The Buyer and Seller agree to adjust any expenses or income relating to the property as of 11:59 pm on the date prior to the closing date, including, but not limited to taxes and utilities.

(b) **Utilities/Taxes.** Seller shall be responsible for all utilities and real estate taxes up to the date closing.

(c) **Closing Costs and Expenses.** At closing Buyer shall pay all survey and title charges, including but not limited to, owners title insurance; all recording fees, including, but not limited to, the cost of recording the deed, the realty transfer fee, preparation of the deed, all settlement/closing fees(s) charged by the title company, and any other fee or cost which is customarily paid by Seller.

14. **ASSESSMENTS.** Certain municipal improvements such as curbs, sidewalks, water and sewer lines may result in governmental assessments against the property to pay for the improvement. All unpaid assessments against the property for work installed at the property before the date of settlement will be paid by the Seller at settlement. If the improvement is not installed at the property before the date of settlement, then the Buyer will pay the assessment. If the improvement is completed before the date of settlement but the amount of the assessment is not determined by the date of settlement, the Seller will pay an estimated amount at the settlement to be held in escrow by the title company or Buyer's attorney. When the amount of the assessment is finally determined, the Seller will pay any deficiency to the Buyer or the Buyer will return any excess to the Seller. Notwithstanding anything herein to the contrary, Buyer shall be responsible for any assessments against the property resulting from Buyer's proposed use of the property.

15. **TIME AND PLACE OF SETTLEMENT.** The Buyer and Seller agree that closing shall be within 30 days of the end of the due diligence period (the "Closing Date"). Both parties will fully cooperate so the closing can take place on or before the Closing Date. Closing shall be held by at the title company of Buyers choice located in Vineland, New Jersey, or such other location as agreed on by Buyer and Seller. In the event closing is not held on or before the Closing Date, both parties shall cooperate in rescheduling the closing on a mutually convenient date. Upon Settlement, possession of the Property shall be delivered to Buyer.

16. **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 Bargain and Sale Deed with Covenants against Grantors Acts.
- (b) affidavit of title; and
- (c) such other agreement document or writing required by the Title Company in connection with the closing.

17. **CONDITIONS OF CLOSING.** The Buyer's obligation to proceed to closing shall be contingent on the Seller compliance with the following conditions.

(a) The Property shall be free of all leasehold interests and tenants;

(b) Seller shall have removed all personal property located on or about the Property, including, but not limited to, equipment, appliances, furniture, machinery, vehicles, materials, and debris.

18. **RISK OF LOSS.** Seller shall assume all risk of loss, destruction, or damage to the Property due to fire or other casualty through the completion of the Closing. If there is destruction, loss or damage, such that the Property is either destroyed or materially damaged, the Buyer has the right to cancel this Agreement.

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

To Buyer: City of Vineland  
Att: Sandra Forosisky  
640 E. Wood Street  
Vineland, NJ 08360  
sforosisky@vinelandcity.org

Alan G. Giebner, Esq.  
640 E. Wood Street  
Vineland, NJ 08360  
agiebner@vinelandcity.org

To Seller: West Jersey Grove Association  
4488 Arbutus Avenue  
Newfield, NJ 08344  
miltwitte@gmail.com

20. **REAL ESTATE COMMISSIONS.** In the event either party has engaged a real estate agent, business broker, or has in any way incurred a commission expense, that party shall be solely responsible for payment of same.

21. **FLOOD AREA.** The federal and state governments have designated certain areas as "flood areas". This means they are more likely to have floods than other areas. If this property is in a "flood area" the Buyer may cancel this contract within 30 days of the date of this Agreement, by notice provided in accordance with **paragraph 19**, otherwise the right to cancel this Agreement in accordance with this paragraph shall be deemed waived.

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

23. **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.

24. **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.

25. **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.

26. **BULK SALES.** Waived.

27. **EFFECTIVE DATE/COUNTERPARTS.** This Agreement shall be effective on the date this Agreement is fully executed ("Effective Date"). The last party to sign this Agreement shall date and immediately e-mail a copy of the fully executed Agreement to the other party. 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.

28. **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 hereof.

29. **EXECUTION.** The execution, delivery and performance of this Agreement by Seller has been duly authorized by the agent of the Seller and this Agreement constitutes the valid and binding obligation of Seller.

30. **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.

31. **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.

32. **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.

**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:**  
City of Vineland

Date: \_\_\_\_\_, 2025

\_\_\_\_\_  
**Anthony Fanucci, Mayor**

**SELLER:**  
West Jersey Grove Association

Date: January 18, 2025

\_\_\_\_\_  
*Daniel J. Amey*

By: DANIEL J. AMEY

Title: PRESIDENT

Date: \_\_\_\_\_, 2025

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_