## CITY OF VINELAND, NJ

# ORDINANCE NO. 2025-<u>13</u>

ORDINANCE AUTHORIZING THE TRANSFER OF CERTAIN INDUSTRIAL PROPERTY TO THE VINELAND INDUSTRIAL COMMISSION PURSUANT TO N.J.S.A. 40A:12-13 AND APPROVING THE SALE OF SAID INDUSTRIAL PROPERTY BY VINELAND INDUSTRIAL COMMISSION PURSUANT TO N.J.S.A. 40:55 B – 1 et seq.

WHEREAS, the Vineland Industrial Commission was created pursuant to N.J.S.A. 40:55B-1 et seq. for the purpose of acquiring title to vacant land owned by the City for resale or lease to industries whose presence in the City will benefit its citizens among other public purposes; and

WHEREAS, the City of Vineland owns numerous undersized lots which are zoned I-1 and I-B near the south west corner of the intersection of W. Weymouth Road and N. Delsea Drive consisting of 25+/- acres of land, as more particularly described by the legal descriptions attached hereto as Exhibit A and depicted on the Border Survey prepared by Fralinger Engineering attached hereto as Exhibit B.

WHEREAS, on December 23, 2024 City Council passed Ordinance No. 2024-71 vacating the following paper streets all of which abut said City owned lots: Grant Avenue, Centre Avenue, Lincoln Avenue, Walnut Street, Pearl Street, Woodland Avenue, Lincoln Avenue and an unknown road known as Alley all of which are depicted on the Border Survey prepared by Fralinger Engineering attached hereto as Exhibit B.

WHEREAS, the Vineland Industrial Commission has promoted the sale of said lots, including the beds, or portions thereof, of the paper streets to be vacated and has received an offer from Ray Cronk in the amount of \$1,350,000.00 for the acquisition of same to be developed for industrial purposes.

WHEREAS, the sale and development of the property for industrial purposes is in the public interest as it will increase the City's tax base, promote employment and otherwise generate economic opportunity for the City and its residents.

WHEREAS, the Vineland Industrial Commission has requested the City transfer the said lots to the Commission in accordance with N.J.S.A. 40A:12-13.

NOW THEREFORE BE IT ORDAINED that the City Council of the City of Vineland hereby authorizes the Mayor and Clerk to execute a Deed of Transfer and such other Closing documents necessary to transfer the property described by the three (3) legal descriptions attached as Exhibit A, and depicted on the Boundary Survey attached as Exhibit B, to the Industrial Commission for \$1.00 and further approves the sale of all three (3) tracts by the Vineland Industrial Commission for \$1,350,000.00, to Ray Cronk, or an entity in which he or his spouse holds at least a fifty (51%) interest (a permitted assignee), subject to the following terms and conditions:

- 1. The net proceeds from the sale of the property be paid to the City of Vineland.
- 2. The contract of sale require a deposit of \$135,000.00 upon the execution of the agreement of sale and the balance at the closing of title.
- 3. That the Industrial Commission transfer title with all permitted exceptions including any environmental easements and flood hazard areas as well as any other existing restrictions of record.

#### CITY OF VINELAND, NJ

- 4. That the Property shall not be further subdivided without the consent of the Industrial Commission.
- 5. That this sale is subject to the terms and conditions contained in NJSA 40:55~B-1 et seq. and that the purchaser provide all plans for the improvements to be constructed on the property to the Vineland Industrial Commission Properties and Building Review Committee in accordance with the terms of the contract.
- 6. The property being sold in an "as is" condition, subject a reasonable due diligence period, and the issuance of an access permit by the State Department of Transportation allowing for the consolidation of the several lots.
- 7. That the purchaser shall be responsible for all closing costs, including legal fees.
- 8. The purchaser shall commence construction of the improvements and complete the same within 24 months of settlement subject to any extension as provided in an agreement of sale.

Passed first reading: February 11, 2025		
Passed final reading: February 25, 2025		
Approved by the Mayor:	President of Council	pfs
	Mayor	arf
ATTEST:		
City Clerk kp		

#### AGREEMENT OF SALE

THIS AGREEMENT, made and dated this \_\_\_\_\_day of \_\_\_\_\_\_, 2024 between City of Vineland Industrial Commission (hereinafter referred to as the "Seller" or the "Industrial Commission"), and Ray W. Cronk, II, or his permitted assign (hereinafter referred to as "Buyer"), WHEREAS, the City of Vineland having formed an Industrial Commission pursuant to N.J.S.A.

WHEREAS, the City of Vineland having formed an Industrial Commission pursuant to N.J.S.A. 40:55B-1, et seq.; and

WHEREAS, the Vineland Industrial Commission having been formed to promote and encourage industrial settlement within the City of Vineland; and

WHEREAS, the Vineland Industrial Commission having received an offer from the Buyer herein, and having accepted the said offer, and having given notice of such acceptance to the Mayor of the City of Vineland, and having certified to the City that, in the opinion of the Vineland Industrial Commission, the terms of the sale are favorable to all interests of the City; and

**NOW, THEREFORE**, it is covenanted and agreed by and between the parties hereto, in consideration of the mutual undertakings herein set forth and pursuant to applicable laws and regulations, as follows:

#### **ARTICLE ONE**

The Buyer agrees to purchase from City of Vineland Industrial Commission, and City of Vineland Industrial Commission agrees to sell to Buyer, all of the real property described in **Exhibit A** and depicted on the Boundary Survey attached as **Exhibit B**. The Property will be transferred in three separate tracts as follows: Tract No. 1 – Block 303, Lot 17; Tract No. 2 – Block 303, Lot 19; and Tract No. 3 – the remaining Lots, all of which are described in **Exhibit A** and depicted on **Exhibit B**. Each tract will include those portions of the paper streets adjacent thereto that will accrue to said lots upon vacation of the paper streets by operation of law. The three (3) tracts consisting of approximately 25 acres of land will be referred to

One Million Three Hundred and Fifty Thousand (\$1,350,000.00) Dollars in accordance with the terms of this Agreement. Buyer acknowledges that Buyer has had the opportunity to inspect the physical condition of the Property to the extent deemed necessary by Buyer and agrees to purchase the Property in its present condition subject to its Due Diligence rights set forth in Article Six. The purchase of the Property shall be subject to the following terms and conditions:

(a) A payment of One Hundred and Thirty Five Thousand (\$135,000) Dollars (10% of the purchase price), less any amounts previously paid by the Buyer, in the form of cash, certified check, cashier's check or postal money order shall be made by the Buyer payable to The City of Vineland, simultaneously with the execution of this Agreement, which sums shall be held in escrow by the Business Administrator of the City pending performance by both parties hereto of the terms and conditions of this Agreement. The parties hereto shall indemnify and hold harmless the Business Administrator from and against all costs, claims and expenses, including reasonable attorney's fees, incurred in connection with the performance of his/her duties hereunder, except with respect to actions or omissions taken or suffered in bad faith, in willful disregard of this Agreement, or involving gross negligence on the part of the Business Administrator. If closing does not occur, either party may submit a written request to the Business Administrator for distribution of the Deposit. The Business Administrator shall notify the other party of such demand. If an objection is not received from the other party within 10 business days after the giving of such notice, the Business Administrator is hereby authorized to make such distribution. If an objection is received within such time, or if for any other reason the Business Administrator, in good faith, elects not to make such distribution, the Business Administrator shall continue to hold the Deposit until otherwise directed by written instructions from both parties, or a final judgment of a court.

Upon completion at settlement of the terms and conditions of this Agreement, the said Deposit is to be applied to the purchase price and the Business Administrator shall be relieved and discharged of all further obligations and responsibilities hereunder.

(b) The settlement date cannot be made final at this time. The Buyer and City of Vineland Industrial Commission agree that settlement shall occur within (i) thirty (30) days from the expiration of the Due Diligence Period set forth in Article Six; (ii) within thirty (30) days from the date the Ordinance vacating the paper streets, as set forth in Article Three, becomes final and non-appealable; or (iii) within thirty (30) days of the date that Buyer obtains final unappealable zoning variance, and/or conditional use permit and/or site plan approval, for Tract No. 3 together with all necessary municipal, county, state and/or federal governmental approvals, permits and/or authorizations, all upon terms and conditions acceptable to Buyer, granting Buyer permission to develop Tract No. 3 with a warehouse facility that meets or exceeds the Industrial Commissions' Draft Proposed Minimum Standard Development Rule for Sales attached as **Exhibit** C ("Buyer's Approvals"), whichever is latest. Only the approvals necessary to develop Tract No. 3 as a warehouse facility are necessary prior to closing. In the event Buyer fails to obtain Buyer's Approvals within Nine (9) Months of the expiration of the due diligence period ("Buyer's Approval Period"), this Agreement shall terminate, and the Buyer's deposit shall be forfeited as liquidated damages to the City of Vineland Industrial Commission. The approval period may be extended for good cause, provided that Buyer has diligently pursued all necessary approvals during the Nine (9) Month Approval Period. Any request for an extension of the Approval Period must be in writing setting forth the reason for the delay in obtaining Buyer's Approvals. Any extension of the Approval Period shall be in the discretion of the Seller and for only such period as documented by Buyers architect, engineer or other professionals to be necessary to obtain Buyer's Approvals. Both parties will fully cooperate so that settlement can take place within the

applicable thirty (30) day period. Closing shall be at a title agency, of Buyer's choice, located in Vineland, New Jersey, or such other location mutually agreeable to the parties.

- (c) If this Agreement is not terminated for one of the reasons specified herein, and, in the event the Buyer does not make settlement in accordance with the terms hereof, the payment or payments made on account shall, at the City's option, be forfeited as liquidated damages for the failure of the Buyer to settle. Any and all payments made on account shall be returned to the Buyer only if this Agreement is terminated by the Buyer during the Due Diligence Period, or the quality of title is materially altered after the expiration of the Due Diligence Period, provided the City is given a reasonable opportunity to cure.
- (d) At Settlement, the Buyer shall pay the balance of the purchase price, together with Buyer's closing costs and the City of Vineland Industrial Commission shall deliver a bargain and sale deed with covenants against grantor acts containing the restrictions and conditions set forth in **Article II**. The City of Vineland Industrial Commission will also deliver any other documents reasonably requested by Buyer's title company for the Property being sold hereunder. All payments shall be in the form of wire transfer, cash, certified check, or cashier's check made by the Buyer payable to either <u>The City of Vineland Industrial Commission</u>, its designee, or the applicable title company as the case may be.

### **ARTICLE TWO**

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"). The title to be delivered shall be free and clear of all encumbrances, including municipal liens and assessments and liability for assessment or improvements now constructed. The Property shall be vacant lands. There shall be no encroachments onto or from the Property. Any and all structures or other improvements on the Property, or encroachments, shall be removed by Seller prior to Closing. Title to the Tract 3 lots

shall be conveyed to Buyer by an all-inclusive deed including the portions of the vacated paper streets set forth in Article Three and depicted on **Exhibit B**. In addition to any existing restrictions of record, the Deed shall be subject to the following conditions and restrictions, which shall be restrictions running with the land to be conveyed and shall survive closing:

- (i) The Lands may not be subdivided without the prior written approval of Seller, in Seller's sole discretion;
- (ii) The Property will revert to the City of Vineland in the event Buyer fails to submit the plans for the improvements to be constructed on the Property to the Vineland Industrial Commission Properties & Building Review Committee within 3 months after the date of closing or fails to commence and substantially complete construction within Twenty-Four (24) Months after the date of closing. Completion shall be evidenced by a C.O. and substantial completion shall be evidenced by a T.C.O.
- (iii) Neither this Agreement nor the interest created herein, including title to the Property, shall be assigned, sold or transferred by the Buyer without the express written consent of the City of Vineland Industrial Commission for two years subsequent to the date that construction of the improvements approved by the City of Vineland Industrial Commission are completed (as evidenced by the issuance of a C.O. or T.C.O.) or as otherwise permitted by the Vineland Industrial Commission, except that Buyer may, prior to or subsequent to settlement, assign or convey its interest under this Agreement and/or the Property to a Permitted Assignee. Permitted Assignees are limited to an entity controlled by the Buyer and/or Buyer's spouse, or the principals of the Buyer. "Controlled" shall be defined as ownership of at least 51% of the shares of stock, 51% of the member interest, or 51% of the partnership interest of the controlled entity; and

The Buyer shall conduct its examination of title within the Due Diligence Period set forth in **Article**Six and shall be considered part of its due diligence inspections of the Property and its title in accordance with the provisions of **Article Six**. If the Buyer does not timely terminate this Agreement in accordance

with **Article Six** or provide Seller with a list of Buyer's objections to title no later than 30 days prior to the expiration of the due diligence period, the Buyer shall be deemed to have accepted the quality of title existing at the end of the Due Diligence Period. Seller shall not grant or create any new or additional liens, restrictions or encumbrances or otherwise alter the quality of title thereafter through and including the closing date.

#### ARTICLE THREE

The City will diligently pursue vacating the following paper streets: Lincoln Avenue; Centre Avenue; Grant Avenue; Pearl Street; Walnut Street; Woodland Avenue; and the unnamed road known as Alley, as shown on **Exhibit B**. It shall be the Buyer's obligation to diligently pursue and obtain Buyer's Approvals for its proposed development of the Property. If Buyer's Approvals are not obtained within Buyer's Approval Period, the Seller, in its sole discretion, may terminate this contract. In the event that this Agreement is terminated due to Buyer's failure to obtain Buyer's Approvals within Buyer's Approval Period, the deposit moneys shall be returned to the Buyer only if the Buyer has diligently and in good faith made application for and pursued Buyer's Approvals.

### **ARTICLE FOUR**

This sale is being transacted by the City in accordance with **N.J.S.A.** 40:55B-1, et seq. It is specifically understood that the Buyer shall submit all plans for the improvements to be constructed on the Property to the Vineland Industrial Commission Properties & Building Review Committee within 3 months after the date of closing for verification/approval that the proposed construction meets the intent, purpose and scheme of the City Industrial Park and are otherwise acceptable. Approval by the Committee shall not unreasonably be withheld. The Committee shall also verify that the restrictions contained in **Article Two** are complied with.

At settlement, the Buyer agrees to execute a Bargain and Sale deed with covenants as to grantor's acts conveying back the aforementioned Property to the City. The deed which will be held in escrow shall specifically provide that it is subordinate to any mortgage granted by Buyer as security for construction and/or permanent financing obtained for the purpose of purchasing the Property and/or constructing the building and other site improvements on the Property. The deed shall be held in escrow, by the Business Administrator, pending Buyer's performance hereunder, as more specifically provided in **Article Ten**. The parties hereto shall hereafter indemnify and hold harmless the Business Administrator against all costs, damages or expenses which may arise in consequence of the performance of his/her escrow duties as herein provided.

#### **ARTICLE FIVE**

In the event that title cannot be conveyed by the City of Vineland Industrial Commission as provided herein and the Buyer is unwilling to accept such title as may be conveyed by the City pf Vineland Industrial Commission, then, at Buyer's option, all payments shall be returned to Buyer, provided that the Seller is given a reasonable opportunity to cure, and further provided that the Buyer either terminates this contract during the Due Diligence Period or the quality of title has been materially altered subsequent to the expiration of Due Diligence Period.

#### **ARTICLE SIX**

Buyer shall have a period of not more than 90 days from the Effective Date of this Agreement, as that term is defined by **Article Twenty** (the "Due Diligence Period"), to go upon the Property for the purpose of obtaining engineering data, preparing plans, conducting such tests and for completion of such other due diligence as is necessary to determine if the Property is suitable for the Buyer's proposed use. Buyer agrees to furnish the Seller with copies of all reports, inspections, and tests within seven days of receiving same. The Due Diligence Period may be extended in the discretion of the Seller for documented

good cause. In addition, the Due Diligence Period shall be automatically extended in the event the Seller is unable to obtain an Access Permit from the State Department of Transportation, as required by Article 11 (e) below, prior to the end of the original Due Diligence Period or any extension thereof. Such an extension of the Due Diligence Period shall be for a period necessary to obtain the Access Permit but in no event longer than ninety (90) days from the expiration of the original Due Diligence Period or any extension thereof. Such an extension of the Due Diligence Period shall terminate upon issuance of the Access Permit, or ninety (90) days from the effective date of the extension, whichever if first to occur.

The right to enter the Property provided for by this Article shall be expressly limited to those items necessary for the Buyer to determine if the Property is suitable for the Buyer's proposed use, and to investigate the environmental conditions. Buyer may cancel this Agreement during the Due Diligence Period upon written notice to the City as provided for in **Article Twelve** in the event that Buyer reasonably determines that the Property is not suitable for its proposed use. All charges, costs, expenses, and liabilities in connection Buyer's due diligence, and the cost filing, recording, reviewing or gaining approval of any governmental agency shall be paid by and be the expense of the Buyer.

Buyer shall indemnify, defend and hold the City of Vineland and/or the City of Vineland Industrial Commission harmless from and against all claims, causes of action and losses of whatsoever kind or nature, including, but not limited to, all liability by reason of injury (including death) to persons and damage to any property and mechanics liens or similar charges which may affect the Property, resulting from the entry onto the Property or work conducted thereon by or on behalf of the Buyer.

In the event the Buyer terminates this Agreement in accordance with the terms of this Article, the deposit shall be returned to the Buyer and neither Party shall have any further obligations under the terms of this agreement, except the Buyer's obligation to indemnify the Seller as provided by this Article. The Buyer shall also repair all damage done to the Property by any boring, engineering, geological study,

surveying or testing performed by or for the Buyer and to restore the property to its condition as of the date of this Agreement; provided however, Buyer shall have no responsibility for any and all adverse conditions in, on or under the Property discovered by Buyer in the course of Buyer's Due Diligence investigations.

In the event Buyer elects to terminate this Agreement in accordance with the terms of this Agreement, the Buyer shall nevertheless deliver to the City of Vineland Industrial Commission copies of all test results obtained by the Buyer relating to the Property.

#### ARTICLE SEVEN

The City of Vineland Industrial Commission shall pay for the drawing of the deeds and the realty transfer fee, if any. The Buyer shall pay for all searches, title insurance, survey expenses (excepting therefrom the survey work completed by Seller), closing costs and engineering fees. The City Solicitor representing the Vineland Industrial Commission shall be supplied with the title search, title insurance and certified survey of the Property for the City and its Industrial Commission from a licensed New Jersey title company and surveyor. At settlement, Buyer shall also be responsible for all reasonable fees incurred by the Solicitor representing the Vineland Industrial Commission and/or the City of Vineland, the said fees to be paid at the then current hourly rate charged by the Solicitor to the City of Vineland; however, said fees shall not exceed the sum of Five Thousand (\$5,000.00) Dollars.

#### **ARTICLE EIGHT**

Taxes and other municipal charges, if any, shall be adjusted as of the date of settlement. 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. 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.

#### **ARTICLE NINE**

The City of Vineland Industrial Commission and the Buyer, warrant and represent that they have not engaged the services of a real estate agent or business broker in connection with the sale. Any real estate commission or fees of a real estate agent or business broker shall be the sole responsibility of the party who has incurred such commission or fees.

#### **ARTICLE TEN**

The Buyer warrants that it will commence and substantially complete construction of the improvements to be constructed on the Property within Twenty-Four (24) Months after settlement, subject to extensions as provided for herein. Completion shall be evidenced by a C.O. and substantial completion shall be evidenced by a T.C.O. Construction shall be in accordance with the plans approved by the Vineland Industrial Commission Properties and Building Review Committee. Additionally, the Buyer, at settlement, shall furnish evidence or proof satisfactory to the City of Vineland Industrial Commission that it has adequate financial commitments to enable it to complete the proposed construction within the aforementioned time limitation. At settlement, if the Seller has not received such evidence or proof thereof, the Seller may terminate this Agreement.

In the event the Buyer fails to submit plans for approval by the Vineland Industrial Commission Properties and Building Review Committee within 3 months of date of closing, or commence and complete construction within the above allotted time, as extended, if applicable, the City of Vineland Industrial Commission, shall have the right to regain ownership of the Property by submitting for recording the deed of conveyance being held in escrow in accordance with **Article Four.** 

In the event the City of Vineland Industrial Commission regains ownership and resells the Property within twelve (12) months from the date of settlement, then the City of Vineland Industrial Commission, upon the resale of the Property, will reimburse the Buyer, ninety (90%) percent of the original purchase price or 90% of the sale price, whichever is less, minus all costs incurred by the City of Vineland Industrial Commission in regaining ownership and reselling of the Property.

In the event the City of Vineland Industrial Commission regains ownership and resells the Property at any time between the thirteenth (13th) month and the eighteenth (18th) month after settlement, then the City of Vineland Industrial Commission, upon the resale of the Property, will reimburse the Buyer, eighty (80%) percent of the original purchase price or 80% of the sale price, whichever is less, minus all costs incurred by the City of Vineland Industrial Commission in regaining ownership and reselling of the Property.

In the event the City of Vineland Industrial Commission regains ownership and resells the Property at any time after eighteen (18) months from the date of settlement, then the Vineland Industrial Commission, shall, in its sole discretion what amount of the original purchase price, if any, shall be refunded to the Buyer upon the resale of the Property.

In the event the City of Vineland Industrial Commission regains ownership of the Property, and provided that Buyer was entitled to a refund, no monies shall be refunded to the Buyer until such time as the Property is sold.

In the event the Buyer cannot complete construction within the time period provided for above because of reasons beyond its control, including, but limited to, the acts or negligence of the contractor employed by the Buyer or by labor disputes, fires, unusual delays in transportation, adverse weather conditions, unavoidable casualties or strikes, the Buyer shall be granted a reasonable time extension to complete construction. Upon completion of construction in accordance with the terms of this Agreement and in accordance with the plans approved by the Vineland Industrial Commission Properties & Building Review Committee, and the issuance of a C.O., if applicable, the City of Vineland Industrial Commission agrees that the deed of conveyance being held in escrow shall be returned to the Buyer.

#### ARTICLE ELEVEN

It is the express condition of this Agreement that consummation of the sale of the Property, as provided for herein, shall be and is directly dependent upon such approval of this Agreement as may be required by the City of Vineland and the Vineland Industrial Commission pursuant to **N.J.S.A.** 40:55B-1 et seq. This Agreement is further contingent on:

- (a) The City of Vineland passing an Ordinance, vacating such paper streets as provided by **Article Three** and illustrated by **Exhibit B.** In the event said Ordinance is not passed, prior to the expiration of the due diligence period, either party may cancel this Agreement. Either party may also cancel this Agreement in the event the Ordinance vacating such paper streets as provided by **Article Three** and illustrated by **Exhibit B** is appealed or otherwise challenged, and the appeal or challenge is not conclusively resolved prior to the expiration of the due diligence period.
- (b) The City of Vineland adopting a final non-appealable Ordinance approving the sale, and the transfer of the Property as described in **Article I**.
- (c) The Vineland Industrial Commission adopting a Resolution authorizing the sale of the Property described in **Article I.**

(d) The Buyer obtaining the necessary financing to purchase the property and construction of the

proposed improvements thereon. This contingency shall terminate upon the expiration of Buyer's Approval

Period.

(e) The City of Vineland obtaining an Access Permit, or waiver, from the State of New Jersey

Department of Transportation, in accordance with N.J.A.C. 16:47-6.1 and 16:47-8.1, for consolidation

of the lots that form Tract No. 3. In the event the City of Vineland fails to obtain the access permit or

waiver by the end of the Due Diligence Period as extended, the either party may cancel this

Agreement. Any further access permits required for the Property shall be the sole responsibility

of the Buyer.

**ARTICLE TWELVE** 

All notices to be given hereunder by either party to the other shall be in writing and shall

be deemed delivered when e-mailed to the addresses below. Notice shall also be deemed delivered

when received if mailed by United States Registered or Certified Mail, Postage Prepaid, Return

Receipt Requested, addressed as stated below or to such other address as the addressee may have

specified in a notice duly given to the other addressees or by overnight delivery service providing

proof of delivery:

To the Seller: City of Vineland Industrial Commission

Att: Sandra Forosisky 640 E. Wood Street Vineland, NJ 08360

sforsisky@vinelandcity.org

Copy to: Alan G. Giebner, Esq.

Associate Solicitor, City of Vineland 640 E. Wood Street Vineland, NJ 08360

agiebner@vinelandcity.org

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To the Buyer: Ray W. Cronk, II

3546 North Mill Rd. Vineland, NJ 08360

ray@homiaktransport.com

Copy to: Alan Angelo, Esq.

2516 Mays Landing Road

Millville, NJ 08332

alan@angelolawnj.com

# **ARTICLE THIRTEEN**

The Seller represents that the Property is located in an "enterprise zone" as defined in N.J.S.A. 52:27H-60 et seq., and that the designation of such enterprise zone was granted in April 1986.

## **ARTICLE FOURTEEN**

Except as otherwise set forth herein, Buyer is purchasing the Property as-is. Neither the City nor any other person acting or purporting to act on behalf of City has made any warranty or representation concerning the Property or its operation which is not contained in this Agreement. The Buyer agrees that neither the City nor anyone on the City's behalf has made any representation or warranty, express or implied, as to the physical condition of the Property, as to the suitability of the Property for any particular purpose or with respect to the surface or subsurface condition thereof, except as expressly stated in this Agreement. The sale is based on the Buyer's own knowledge, inspection, and due diligence.

#### **ARTICLE FIFTEEN**

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.

#### ARTICLE SIXTEEN

Neither this Agreement nor any document referring to this Agreement shall be recorded by Buyer, or by anyone acting on its behalf, in any public office; at the Seller's option, any such recording shall be a default by Buyer under this Agreement. The Seller, in its sole discretion, may record this Agreement.

#### **ARTICLE SEVENTEEN**

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.

#### **ARTICLE EIGHTEEN**

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.

### **ARTICLE NINETEEN**

The parties agree that all of the Covenants, terms and conditions of this Agreement shall survive the closing of title and the delivery and recording of the deed and shall remain in full force and effect.

#### ARTICLE TWENTY

This Agreement shall be effective on the later of the date signed by either party (the "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. The effective date shall be inserted into the first paragraph of this Agreement.

## **ARTICLE TWENTY ONE**

This Agreement 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.

## **ARTICLE TWENTY TWO**

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

#### ARTICLE TWENTY THREE

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 parties hereto have executed this Agreement on the day and year first above written.

CELLED.

CITY OF VINELAND INDUSTRIAL COMMISSION:	
Name: Daniel Kuhar,	
	COMMISSION:

	BUYER:
WITNESS:	
	Name: Ray W. Cronk, II



# CONSULTING ENGINEERS • PLANNERS LAND SURVEYORS • ENVIRONMENTAL SERVICES

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Stephen J. Nardelli, PE, PP, CME & CPVM
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Guy M. DeFabrites, PLS & PP
Robert A. Mulford, III, PE, CME
William J. Olbrich, PLS, CFS
Corey R. Gaskill, PE, CME & CFM
J. Michael Fralinger, Jr., PE, CME

#### EXHIBIT A

Civil Engineering
Land Use Planning & Design
Site Engineering
Traffic Engineering
Land Surveying
Municipal Engineering
Soils Investigation
NJDOT/NJDEP Permitting
Septic System Design
Wetlands Delineation
Planning/Zoning Board Representation
3D Laser Scanning

# DEED DESCRIPTION CITY OF VINELAND -- ECONOMIC DEVELOPMENT

ALL that certain part and parcel of land situate, lying, and being in the City of Vineland, County of Cumberland, State of New Jersey and being more particularly described as follows:

BEGINNING at an iron bar set for a corner at the intersection of the southerly line of West Weymouth Road (County Route No. 690, 50 feet wide) with the centerline of Grant Avenue (50 feet wide, not opened, to be vacated); thence

- (1) along said southerly line of West Weymouth Road, South 70° 51' 41" East, 68.22 feet, to an iron bar set for a corner; thence
- (2) along the line of land of DaveJoe RE, LLC (Block 306, Lot 10), South 11° 29' 00" West, 134.98 feet, to an iron bar set for a corner; thence
- (3) still along same, South 70° 51' 00" East, 67.00 feet, to an iron bar set for a corner; thence
- (4) along the westerly line of other land of DaveJoe RE, LLC (Block 306, Lot 3), South 11° 29′ 00″ West, 135.83 feet, to an iron bar set for a corner; thence
- (5) still along same, North 73° 59' 46" East, 281.86 feet, to a iron bar set for a corner in the southwesterly line of Delsea Drive ( N.J.S.H. Route No. 47, 66 feet wide ); thence
- (6) along said southwesterly line of Delsea Drive, South 13° 25' 14" East, 59.50 feet, to a iron bar set for a corner; thence
- (7) along the line of land of Henry P. and Lisa A. Coulter (Block 306, Lot 5), South 76° 35' 11" West, 175.00 feet, to a iron bar set for a corner; thence
- (8) still along same, South 13° 25' 14" East, 85.00 feet, to a iron bar set for a corner in the centerline of Walnut Street (50 feet wide, not open, to be vacated); thence
- (9) along said centerline, North 76° 35' 11" East, 175.00 feet, to an iron bar set for a corner in the southwesterly line of Delsea Drive (N.J.S.H. Route No. 47, 66 feet wide); thence
- (10) along said southwesterly line of Delsea Drive, South 13° 25' 14" East, 130.03 feet, to an iron bar set for a corner; thence

- (11) along the line of land of Juan C. and Thersea Forty (Block 307, Lot 3), South 76° 35' 53" West, 110.00 feet, to an iron bar set for a corner; thence
- (12) still along same, South 13° 24' 07" East, 71.50 feet, to an iron bar set for a corner in the centerline of Pearl Street (33 feet wide); thence
- (13) along said centerline of Pearl Street (33 feet wide, not open to be vacated), South 76° 35′ 53″ West, 30.00 feet, to an iron bar set for a corner; thence
- (14) over the land of Pearl Street and along the line of land of Joseph W. and James Cardini (Block 307, Lot 12), South 13° 24' 07" East, 96.50 feet, to an iron bar set for a corner; thence
- (15) still along same and along the line of land of Frank E. Dinger (Block 307, Lot 15), South 76° 35' 11" West, 340.94' feet, to an iron bar set for a corner; thence
- (16) still along same and along the westerly line and end of Woodland Avenue (33 feet wide, not open), South 11° 32' 12" West, 124.07 feet, to an iron bar set for a corner; thence
- (17) along the centerline of Woodland Avenue (50 feet wide, not open to be vacated), North 70° 51' 00" West, 135.20 feet, to an iron bar set for a corner at the intersection of the said centerline of Woodland Avenue with the said centerline of Grant Avenue; thence
- (18) along said centerline of said Grant Street, South 11° 29' 00" West, 185.89 feet, to a iron bar set for a corner; thence
- (19) along the centerline of a unnamed road or Alley (33 feet wide), South 76° 09' 00" West, 65.69 feet, to an iron bar set for a corner; thence
- (20) still along same, North 73° 21' 00" West, 86.35 feet, to an iron bar set for a corner at the intersection of the said unnamed road or Alley with the centerline of said Grant Avenue (33 feet wide, not open- to be vacated); thence
- (21) along said centerline of Grant Avenue, South 13° 18' 06" East, 160.36 feet, to an iron bar set for a corner at the intersection of said centerline of Grant Avenue with the centerline of Lincoln Avenue (50 feet wide, not open to be vacated); thence
- (22) along said centerline of Lincoln Avenue, South 76° 08' 27" West, 191.22 feet, to a iron bar set for a corner at the intersection of the said centerline of Lincoln Avenue with the centerline of Centre Avenue (50 feet wide, not open to be vacated); thence
- (23) still along same, North 21° 49' 43" West, 446.94 feet, to an iron bar set for a corner at an angle point in said Lincoln Avenue; thence
- (24) still along same, North 11° 29′ 00″ East, 126.98 feet, to an iron bar set for a corner at the intersection of the said centerline of Lincoln Avenue with the said centerline of Woodland Avenue; thence

- (25) along said centerline of Woodland Avenue, North 70° 51' 00" West, 137.51 feet, to a iron bar set for a corner; thence
- (26) along the easterly line of other land of the City of Vineland (Block 303, Lot 8), North 11° 35′ 24″ East, 868.30 feet, to an iron bar set for a corner in the said southerly line of West Weymouth Road; thence
  - (27) along said southerly line of West Weymouth Road, South 70° 51' 41" East, 386.32 feet, to an iron bar set for as corner in the said centerline of Centre Avenue; thence
- (28) along said centerline of Centre Avenue, South 11° 29' 00" West, 148.15 feet, to an iron bar set for a corner; thence
- (29) along the southerly line of land of Josue and Gabriel Guadarrama (Block 305, Lot 1), South 70° 51′ 00" East, 250.45 feet, to an iron bar set for a corner in the said centerline of Grant Avenue; thence
- (30) along said centerline of Grant Avenue, North 11° 29' 00" East, 148.20 feet, to the Place of Beginning.

CONTAINING 20,78 acres of land.

BEING known as Various Blocks and Lots as shown on Plan of Economic Development by Fralinger Engineering Dated August 26, 2024.

ALSO area known as Map of Lots "Pleasantville", survey by Sheppard English dated November 21,1895 and recorded February 6, 1907.

ALSO known as Map of Lots of "Pleasantville" survey by Sheppard English for Louis Straus dated March 12, 1908 recorded July 18, 1908.

ROADS TO BE VACATED BY THIS PLAN are Lincoln Avenue, Centre Avenue, Grant Avenue, Walnut Street, Woodland Avenue, unknown road known as Alley and Pearl Street.

Guy M. DeFabrites

Professional Land Surveyor New Jersey License No. 34843

Date: August 20, 2024 Comm. No.: 31301.00



# CONSULTING ENGINEERS • PLANNERS LAND SURVEYORS • ENVIRONMENTAL SERVICES

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J. Michael Fralinger, Jr., PE, CME

EXHIBIT A

Civil Engineering
Land Use Planning & Design
Site Engineering
Traffic Engineering
Land Surveying
Municipal Engineering
Soils Investigation
NJDOT/NJDEP Permitting
Septic System Design
Wetlands Dellneation
Planning/Zoning Board Representation
3D Laser Scanning

# DEED DESCRIPTION CITY OF VINELAND – ECOMONIC DEVELOPMENT BLOCK 303, LOT 17

ALL that certain part and parcel of land situate, lying, and being in the City of Vineland, County of Cumberland, State of New Jersey and being more particularly described as follows:

BEGINNING at the intersection of the centerline of Woodland Avenue (50 feet wide, nor open, to be vacated) with the centerline of Lincoln Avenue (50 feet wide, not open, to be vacated); thence

- (1) along said centerline of Lincoln Avenue, South 11° 29' 00" West, 126,98 feet, to an iron bar set for a corner at an angle point in same; thence
- (2) still along same, South 21° 49' 43" East, 446.94 feet, to an iron bar set for a corner at the intersection of the said centerline of Lincoln Avenue with the centerline of Centre Avenue (50 feet wide, nor open, to be vacated); thence
- (3) along said Centre Avenue, South 11° 29' 00" West, 175.69 feet, to an iron bar set for a corner; thence
- (4) along the line of land of JG Finneran Associates, Inc. (Block 303, Lot 51), N 13° 01' 33" West, 123.47 feet, to an iron bar set for a corner; thence
- (5) still along same and along the easterly line of land of Lena T. Pierce (Block 303, Lot 7), North 22° 26' 14" West, 592.58 feet, to an iron bar set for a corner; thence
- (6) along the easterly line of other land of the City of Vineland (Block 303, Lot 8), North 11° 35' 24" East, 90.45 feet, to an iron bar set for a corner in the said centerline and end of Woodland Avenue; thence
- (7) along said centerline of Woodland Avenue, South 70° 51' 00" East, 137.51 feet, to the Place of Beginning.

CONTAINING 1.40 acres of land.

BEING known as Lot 17 of Block 303, as shown on the City of Vineland Tax Assessment Map.

ALSO area known as Map of Lots "Pleasantville", survey by Sheppard English dated November 21,1895 and recorded February 6, 1907.

ALSO known as Map of Lots of "Pleasantville" survey by Sheppard English for Louis Straus dated March 12, 1908 recorded July 18, 1908.

ROADS TO BE VACATED BY THIS PLAN are Lincoln Avenue, Centre Avenue, Grant Avenue, Walnut Street, Woodland Avenue, unknown road known as an Alley and Pearl Street.

Guy-M. DeFabrites

Professional Land Surveyor New Jersey License No. 34843

Date: October 9, 2024 Project No.: 31301.00



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EXHIBIT A

Civil Engineering
Land Use Planning & Design
Site Engineering
Traffic Engineering
Land Surveying
Municipal Engineering
Soils Investigation
NJDOT/NJDEP Permitting
Septic System Design
Wellands Delineation
Planning/Zoning Board Representation
3D Laser Scanning

# DEED DESCRIPTION CITY OF VINELAND-ECONOMIC DEVELOPMENT BLOCK 303, LOT 19

ALL that certain part and parcel of land situate, lying, and being in the City of Vineland, County of Cumberland, State of New Jersey and being more particularly described as follows:

BEGINNING at an iron bar set for a corner at the intersection of the centerline of Lincoln Avenue (50 feet wide, not open, to be vacated) with the centerline of Centre Avenue (50 feet wide, not open, to be vacated); thence

- (1) along said centerline of Lincoln Avenue, North 76° 08' 27" East, 191.22 feet, to an iron bar set for a corner at the intersection of the said centerline of Lincoln Avenue with the centerline of Grant Avenue (33 feet wide, not open, to be vacated); thence
- (2) along said centerline of Grant Avenue, South 13° 18' 06" East, 501.32 feet, to an iron bar set for a corner; thence
- (3) along the northwesterly line of other land of the City Of Vineland (Block 303, Lot 46), South 76° 29' 12" West, 241.51 feet, to an iron bar set for a corner; thence
- (4) along said centerline of Centre Avenue, North 13° 01' 33" West, 395.56 feet, to an iron bar set for a corner at an angle point in same; thence
  - (5) still along same, North 11° 29' 00" East, 115.43 feet, to the Place of Beginning. CONTAINING 2.70 acres of land.

BEING known as Lot 19 of Block 303, as shown on the City of Vineland Tax Assessment Map.

ALSO area known as Map of Lots "Pleasantville", survey by Sheppard English dated November 21,1895 and recorded February 6, 1907.

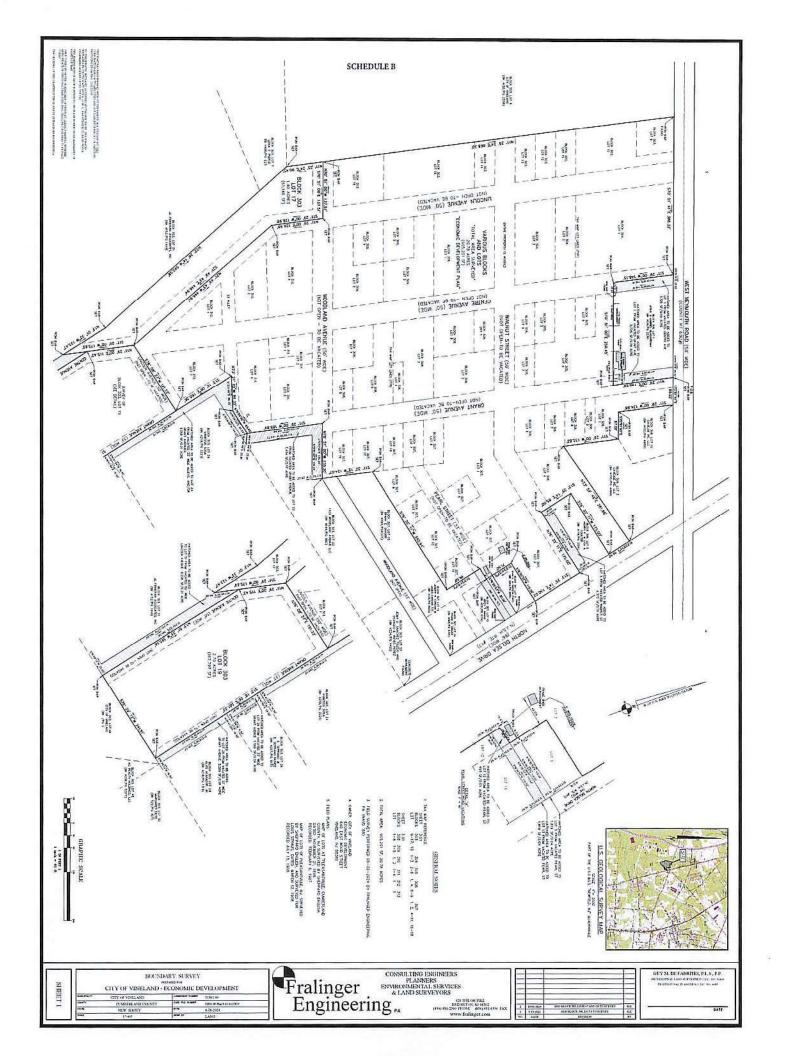
ALSO known as Map of Lots of "Pleasantville" survey by Sheppard English for Louis Straus dated March 12, 1908 recorded July 18, 1908.

ROADS TO BE VACATED BY THIS PLAN are Lincoln Avenue, Centre Avenue, Grant Avenue, Walnut Street, Woodland Avenue, unknown road known as an Alley and Pearl Street.

Guy M. DeFabrites

Professional Land Surveyor New Jersey License No. 34843

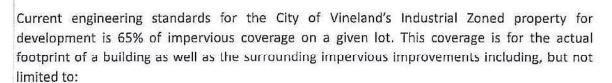
Date: October 9, 2024 Project No.: 31301.00



#### SCHEDULE C

# (Proposed) Industrial Commission Minimum Standard DRAFT **Development Rules for Sales**

12/5/23



- 1. Asphalt parking lots
- 2. Asphalt / Concrete truck loading docks, truck maneuvering areas and truck parking
- 3. Sidewalks and concrete aprons

For a potential sale to a client that proposes a phased approach to the development of the property, the Industrial commission would require that the first phase of construction meet a minimum standard of developing 40% of the current ordinance 65% allowable improvement (this would be based upon net area excluding any environmental restrictions such as wetlands). Each project will vary on what the breakdown of actual structure vs. supporting impervious area would be, but as a general rule of thumb we will say that 35% of the 65% maximum development current ordinance would be required to be actual structure (as discussed prior, the Commission does not want to sell land for large truck lots without a building). With this Industrial Commission Standard, a 10-acre parcel for sale would look like this:

- 10 acres equals 435,600 square feet of property.
- Current City ordinance for industrial zoned property allows 65% of development, which equals 283,140 sf of maximum impervious area that can be developed
- General construction rule of 35% of the development to be actual building vs. surrounding improvements would yield 99,099 sf of building and 184,041 sf of surrounding improvements.
- Proposed Industrial Commission's Minimum Standard of 40% development for phase #1 would require a +- 39,640 sf building to be constructed during phase #1 to justify selling the City owned property.

