

CITY OF VINELAND

RESOLUTION NO. 2017-_____

RESOLUTION AUTHORIZING THE EXECUTION OF A REAL ESTATE PURCHASE AGREEMENT BY AND BETWEEN THE CITY OF VINELAND BOARD OF EDUCATION AND CITY OF VINELAND FOR PROPERTY KNOWN AS 625 EAST PLUM STREET AND 610 EAST PLUM STREET.

WHEREAS, the City of Vineland is undertaking the construction of a new state of the art police facility due to the deteriorated condition of the existing police building and wishes to construct the new police facility on the northern side of Plum Street between Sixth Street and Seventh Street; and

WHEREAS, the City of Vineland Board of Education (BOE) is the owner of two parcels of land, one with improvements thereon, adjacent to City owned property known as 625 Plum Street, upon which is located the existing BOE Executive Offices, and 610 Plum Street which is adjacent to City owned property, presently being used for BOE parking; and

WHEREAS, the BOE has expressed an interest to sell 625 Plum Street and relocate their BOE Executive Offices, therefore no longer needed for BOE purposes and also to sell 610 Plum Street as BOE parking will no longer be needed once the BOE Executive Offices are relocated; and

WHEREAS, certain fiber optic connections utilized by the City of Vineland and the BOE are presently located in the basement of the improvements of 625 Plum Street and therefore the City has a need to maintain the improvements and further, the City is in need of additional municipal offices and the proximity of 625 Plum Street to City Hall makes its acquisition in the best interest of the City; and

WHEREAS, the BOE has adopted a Resolution authorizing the execution of a Real Estate Purchase Agreement authorizing the sale of 610 and 625 Plum Street to the City of Vineland for the price of \$425,000.00, which amount is deemed to be fair and reasonable. considering all of the aforementioned factors; and

WHEREAS, the CFO has certified that the funds for the acquisition will be available on or before February 9, 2018 and the parties have agreed that closing is estimated to take place in February of 2018.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute a Real Estate Purchase Agreement in the form and substance as attached hereto and made a part hereof.

Adopted:

President of Council

ATTEST:

City Clerk

REAL ESTATE PURCHASE AGREEMENT

This Agreement is entered into by and between **CITY OF VINELAND BOARD OF EDUCATION**, with an office address at 625 Plum Street, Vineland, New Jersey 08360, (hereinafter referred to as "**the Board**"), and **CITY OF VINELAND**, with an office address at 640 Wood Street, Vineland, New Jersey 08360, (hereinafter referred to as "**the City**."

1. **PURCHASE AGREEMENT.** The Board agrees to sell and the City agrees to buy the Real Estate described in this Agreement.

2. **PROPERTY.** The property (called the "**Real Estate**") to be sold consists of: (a) the land and all the buildings, other improvements and fixtures on the land; and (b) all of the Board's rights relating to the land. The Real Estate to be sold is commonly known as 625 E. Plum Street, Block 3017, Lot 2, and 610 E. Plum Street, Block 3012, Lot 20, in the City of Vineland, County of Cumberland and State of New Jersey.

3. **PURCHASE PRICE.** The total purchase price to be paid by the City to the Board for the Real Estate is \$450,000.00 (hereinafter "**Purchase Price**") payable at closing.

4. **CLOSING.** The estimated date of closing is February 5, 2018 (the "**Closing Date**") at 625 Plum Street, Vineland, New Jersey 08360. The Closing Date is contingent upon the Board completing the move of its administrative offices from 625 Plum Street, Vineland, New Jersey to the former Landis Middle School site. Settlement can take place once the Board's School Business Administrator notifies the City Business Administrator that the move has been completed.

5. **CONDITION OF REAL ESTATE & INSPECTION.**

A. The Board owns the Real Estate. The Board makes no representations, warranties or assurances with respect to the Real Estate. The parties agree and acknowledge that the condition of the land and building shall be "as is" at the time of closing and transfer of title. The Board agrees to maintain the Real Estate in the condition in which it exists on the date of this Agreement, ordinary wear and tear excepted.

B. The City shall have the right at all reasonable times before the closing to enter the Real Estate (including entry into the building on the Real Estate) to conduct such inspection of the Real Estate. The Board will cooperate with the City as necessary to accomplish such entries and inspections.

C. On the Closing Date the building will be in a "broom clean" condition.

D. The City acknowledges and agrees that the Board, its members, administrators and representatives have not made, do not make and specifically negate and disclaim any representations, warranties, covenants, or guaranties of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to,

concerning or with respect to the Real Estate that is owned by the Board, including without limitation (a) the value, nature, quality or condition of the Real Estate; (b) the water, soil and geology of the Real Estate, (c) the suitability of the Real Estate for any and all activities and uses which the City may conduct thereon, (d), the habitability or fitness for a particular purpose of the Real Estate, or (e) any other matter with respect to the Real Estate. The Board, its members, administrators and representatives have not made, do not make and specifically disclaim any representations regarding compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements. The City agrees, at the closing, to accept the Real Estate on an "as is" basis and waives and releases all objections or claims against the Board, its members, administrators and representatives (including, but not limited to, any right or claim of contribution and/or indemnification) arising from or related to the Real Estate.

6. TITLE EXAMINATION. The Board shall convey good and marketable title to the Real Estate, insurable at regular rates by a title company authorized to do business in the state of New Jersey. Title examination will be conducted as follows:

(a) The Board agrees to convey the Real Estate to the City free and clear of all liens, encumbrances, claims and rights of others, except for the following:

(i) The rights of utility companies to maintain pipes, poles, cables, and wires over, on and under the street, the part of the Real Estate next to the street or running to any improvement on the Real Estate, provided same do not interfere with the City's intended use or development of the Real Estate; and

(ii) Recorded agreements, unless such agreements are presently violated or limit the use of the Real Estate for the City's intended use or development.

If the Board is unable to convey clear title as defined above, the City may cancel this Agreement. The Board hereby authorizes the closing agent to satisfy all existing monetary liens against the Real Estate from the proceeds of this sale. Nothing contained in this provision shall limit or otherwise affect the City's other rights and remedies set forth in this Agreement.

7. SURVEY. The parties agree that the City shall have the opportunity to obtain a survey of the Real Estate prior to Closing. The City shall pay all expenses for the survey. In the event such survey reveals a lot which materially deviates from the description set forth in this Agreement, or materially deviates from the lot size set forth herein, or which shows an encroachment or other deviation not heretofore disclosed to the City, then the City shall have the right to declare this Agreement null and void.

8. MODIFICATIONS; WAIVER. This Agreement cannot be changed modified or terminated orally. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term or any other term of this Agreement. Any waiver of any breach of any provision of this

Agreement shall not constitute a waiver of any other breach of such provision hereof.

9. **ENTIRE AGREEMENT.** This Agreement (including all exhibits and schedules attached to it, if applicable) contains the entire understanding and agreement of the parties. All prior conversations, communications, representations, correspondence and other writings are superseded and merged into this Agreement which, alone, sets forth the full and complete understanding and agreement of the parties relating to its subject matter.

10. **PARAGRAPH HEADINGS.** The paragraph headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.

11. **NOTICES.** Unless actual receipt is specifically required herein, any notice, offer, acceptance or rejection required or permitted to be given shall be sufficient if in writing and sent by certified mail, fax or email, to the parties as set forth herein unless such address is changed by a party giving notice to the other parties in accordance with this paragraph:

As to the Board
Dr. Mary Gruccio
City of Vineland Board of Education
625 Plum Street
Vineland, NJ 08360

with a copy to
Robert De Santo, Esq.
817 E. Landis Avenue
Vineland, NJ 08360

As to the City
Mayor Anthony Fanucci
City of Vineland
640 E. Wood Street
Vineland, NJ 08360

with a copy to
Richard P. Tonetta, Esq., City Solicitor
City of Vineland
640 E. Wood Street, 6th Floor
Vineland, NJ 08360

12. **APPORTIONMENT, ADJUSTMENTS AND INCIDENTAL COSTS.**

A. At closing all charges against the Real Estate, including, without limitation, sewer and water assessments, shall be adjusted pro rata between the City and the Board as of the Closing Date.

B. The Board shall pay for the preparation of the Deed and fifty percent (50%) of the closing fee charges by the Title Company for conducting closing, but all searches, surveys, title insurance and other conveyancing expenses shall be borne and paid for by the City.

13. CONTINUATION OF THE BOARD-CITY LEASE OF FIBER OPTIC EQUIPMENT SITUATED AT 625 PLUM STREET. The Board and City (collectively, Parties). Have heretofore entered into an Interlocal Services Agreement dated March 10, 1998 and a Lease Agreement dated April 14, 1998 (collectively “Agreements”) for the installation, maintenance and use of a Wide Area Network (WAN), the terms of which are incorporated herein, to service 9 Board designated facilities and termination sites, among other City locations. The Parties hereby ratify and affirm the terms thereof, however, acknowledging that the land and improvements (Property) which are the subject of this real estate transaction will no longer be the Board of Education Administrative building, but shall be owned by the City. The Board access to the fiber optic system is by a 72 fiber ADSS cable which terminates in the Property. The Board shall be granted reasonable access to that portion of the Property in which the Board’s 72 fiber ADSS cable is located. Other than those charges specified in the Agreements, no further costs shall be charged to the Board for access. The provisions of this paragraph 13 shall not merge but shall survive Closing.

14. ENTIRE AGREEMENT; AMENDMENT; SEVERABILITY. This document expresses the entire agreement of the parties regarding the matters herein, and shall not be amended or enlarged except by writing similarly executed.

Wherever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law. If any provision of this Agreement is found to be prohibited by or invalid under any law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or any other provisions of this Agreement.

15. GOVERNING LAW: JURISDICTION AND VENUE.

A. This Agreement and the writings executed with this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

B. The parties hereto each waive their right to a trial by jury on any issue between themselves which would otherwise entitle or permit a party to request or have a trial by jury on all issues which may arise by complaint, counterclaim, crossclaim or otherwise.

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IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Board and the City affix their signatures hereto.

WITNESSED AND ATTESTED TO BY:

SELLER:

CITY OF VINELAND BOARD OF EDUCATION

By: _____
Name: _____
Title: _____
Date: _____

WITNESSED AND ATTESTED TO BY:

BUYER:

CITY OF VINELAND

By: _____
Name: _____
Title: _____
Date: _____