

CITY OF ABSECON

ORDINANCE 17-2022

AN ORDINANCE AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY KNOWN AS BLOCK 40, LOT 1 IN THE CITY OF ABSECON FROM VINCENT JAMES ACCARDI, AND THE EXECUTION OF A VACANT LAND PURCHASE AGREEMENT

WHEREAS, N.J.S.A. 40A:12-5(a)(1) provides that any municipality may by ordinance provide for the acquisition of any real property by purchase; and

WHEREAS, Vincent James Accardi is the owner of real property known as Block 40, Lot 1, on the Official Tax Map of the City of Absecon, Atlantic County, New Jersey; and

WHEREAS, the City of Absecon desires to acquire said property in accordance with the provisions of N.J.S.A. 40A:12-5, for the purposes of planning and developing a residential subdivision;

WHEREAS, a contract for purchase of said property has been negotiated and prepared and is now ready for execution by the proper City officials; and

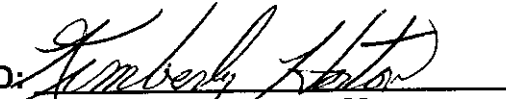
WHEREAS, said contract is attached hereto and incorporated herein by reference, and is on file available for public inspection at the office of the City Clerk during business hours of the City of Absecon; and

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Absecon, County of Atlantic, and State of New Jersey as follows:

1. The Mayor, City Clerk, and any other City officials as may be appropriate and necessary are hereby authorized to execute the attached Vacant Land Purchase Agreement, or an agreement of similar language, subject to any reasonable amendments made by the City attorney to protect the City's interest and which is agreed upon by the Seller.
2. The Mayor, City Clerk, and any other City officials as may be appropriate and necessary are hereby authorized to execute any and all necessary documents in order to purchase and acquire said real property.
3. The City Administrator is hereby authorized to proceed with due diligence and to order a title search, appraisal, survey, and inspection of the property, and take any other steps to complete the purchase.
4. If any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged by the courts to be invalid, such adjudication shall apply only to the section paragraph, subsection, clause or provision so adjudicated, and the remainder of the Ordinance shall be deemed valid and effective.

5. Any ordinances or parts thereof in conflict with the provisions of this Ordinance are repealed to the extent of such conflict.
6. This Ordinance shall take effect upon passage and publication in accordance with applicable law.

DATED: October 6th, 2022

SIGNED: 
Kimberly Horton, Mayor

ATTEST: 
Carie A. Crone, RMC, Municipal Clerk

The purpose of this Ordinance is to acquire real property known as Block 40, Lot 1 in the City of Absecon, to execute a Vacant Land Purchase Agreement with the Seller for acquisition of the property, and to proceed with due diligence in the acquisition. A copy of this Ordinance is available at no charge to the general public between the hours of 8:30 AM to 4:30 PM, Monday through Friday (Legal Holidays excluded), at the Office of the City Clerk, City of Absecon Municipal Complex 500 Mill Road, Absecon, New Jersey.

Passed on first reading at a regular meeting of the Municipal Council held on September 15th, 2022. Laid over and advertised for public hearing and final adoption on October 6th, 2022. Notice is hereby given that the foregoing Ordinance was approved for final adoption by the Municipal Council of the City of Absecon at a regular meeting held on October 6th, 2022.

VACANT LAND PURCHASE AGREEMENT

1. This Vacant Land Purchase and Sale Contract is made by and between THE CITY OF ABSECON, a New Jersey Municipal Corporation, with a place of business at 500 Mill Road in the City of Absecon, State of New Jersey ("Buyer"), and VINCENT JAMES ACCARDI ("Seller"), with respect to the purchase and sale of the real estate and improvements, if any, located at New York Avenue, in the City of Absecon, County of Atlantic, and State of New Jersey, described as Block 40, Lot 1 on the Tax Map of the City of Absecon, County of Atlantic, and State of New Jersey (the "Property").
2. The Purchase price for the Property is \$5,000.00 (five thousand dollars). In addition to the purchase price, Buyer shall satisfy outstanding municipal real estate taxes.
3. Seller agrees to surrender possession of the Property on or before the Closing Date.
4. Buyer will deliver the Purchase Price (plus or minus prorations and escrow fees, if any) to Seller and Seller will execute and deliver the Deed (as defined below) to Buyer at "Closing." Closing will occur on or prior to November 1, 2022 at a time and location mutually agreed on by the Parties. The parties may participate in the closing remotely. Seller must provide Buyer with good and merchantable title prior to Closing.
5. At closing, Seller will execute and deliver to Buyer, or cause to be executed and delivered to Buyer, a deed with covenants against grantor's acts subject only to the following, if any: covenants, conditions, and restrictions of record; public and utility easements; existing leases and tenancies, if any; visible private and public roads and easements therefore; building setback lines and use or occupancy restrictions; zoning laws and ordinances; acts done by or suffered through Buyer, all special governmental taxes or assessments confirmed and unconfirmed; and general real estate taxes not yet due and payable at the time of Closing.
6. Real estate taxes will be prorated based on (i) 100% of the most recent ascertainable full year tax bill, or (ii) mutually agreed by the Parties in writing prior to the expiration of the Attorney Approval Period.
7. This Contract is for the sale and purchase of the Property (including any Personal Property) in its "as-is" condition as of the Acceptance Date. Buyer has inspected the Property (including any Personal Property). Further, Buyer acknowledges that no representations, warranties or guarantees with respect to the condition of the Property (including any Personal Property) have been made

by Seller or Seller's agents, brokers or representatives other than those set forth in this Agreement.

8. Within 3 business days after the Acceptance Date, the Parties respective attorneys may propose written modification to this Contract on matters other than the Purchase Price and dates. Any Proposed Modifications that are set forth in writing and accepted by the other party will become terms of this Agreement as if originally set forth in this Agreement. If, within the Attorney Approval Period, the Parties cannot reach agreement regarding the Proposed Modifications, then, at any time after the Attorney Approval Period, either Party may terminate this Agreement by written notice to the other Party. In that event, this Agreement is null and void. IN THE ABSENCE OF DELIVERY OF PROPOSED MODIFICATIONS PRIOR TO THE EXPIRATION OF THE ATTORNEY APPROVAL PERIOD, THIS PROVISION WILL BE DEEMED WAIVED BY ALL PARTIES, AND THIS AGREEMENT WILL BE IN FULL FORCE AND EFFECT.
9. Within 14 business days after the Acceptance Date, Buyer may conduct, at Buyer's sole cost and expense (unless otherwise provided by law) inspections of the Property, including but not limited to investigations of the utilities serving the Property, environmental audits and soil sample testing, by one or more properly licensed or certified inspection personnel. Buyer must provide Seller with reasonable notice prior to conducting any such investigations. Buyer agrees to promptly provide copies of all inspection reports to Seller. Seller further agrees to restore the Property to its original condition and agrees to be responsible for any damage incurred while performing such inspections. Buyer may terminate this Agreement at any time prior to the expiration of the Inspection Period by providing written notice of such termination to Seller. In the event of such notice, this Agreement will be null and void. Buyer's obligations under this Paragraph 9 will survive the termination of this Agreement. IN THE ABSENCE OF WRITTEN NOTICE PRIOR TO EXPIRATION OF THE INSPECTION PERIOD, THIS PROVISION WILL BE DEEMED WAIVED BY ALL PARTIES AND THIS AGREEMENT WILL BE IN FULL FORCE AND EFFECT.
10. THIS AGREEMENT WILL BECOME A LEGALLY BINDING CONTRACT WHEN SIGNED BY ALL PARTIES AND DELIVERED.

_____ Dated: _____

JAMES VINCENT ACCARDI

Seller

Acknowledgement

State of New Jersey :
: SS:
County of _____ :

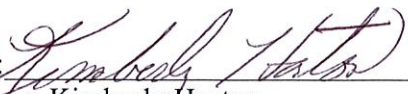
On this _____ day of _____, 2022, _____
personally came before me and stated to my satisfaction that this person:

- (a) Was the marker of the attached Vacant Land Purchase Agreement; and
- (b) Executed this Vacant Land Purchase Agreement as his own act.

Name:
Title: Notary Public
My Commission Expires: _____

[THIS AREA INTENTIONALLY LEFT BLANK]

CITY OF ABSECON (Buyer)

By: 
Name: Kimberly Horton
Title: Mayor

Dated October 19, 2022

Acknowledgement

State of New Jersey :
: SS:
County of Atlantic :

On this 19th day of October, 2022, Kimberly Horton personally came before me and stated to my satisfaction that this person:

- (c) Was the maker of the attached Vacant Land Purchase Agreement;
- (d) Was authorized to and did execute this instrument as Mayor of the City of Absecon, a New Jersey Municipal Corporation, the entity named in this instrument; and
- (e) Executed this instrument as the act of the entity.


Name: Jessica A. Snyder
Title: Notary Public

My Commission Expires: 3/13/24

JESSICA A. SNYDER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 3/13/2024