

ORDINANCE AUTHORIZING THE CITY OF CAMDEN TO ENTER INTO AN AGREEMENT OF SALE WITH CAMDEN LUTHERAN HOUSING, INC. FOR THE SALE OF 78 CITY-OWNED PARCELS FOR THE DEVELOPMENT OF THE CASA DEL RIOS HOUSING PROJECT

WHEREAS, the City of Camden is the owner of 78 parcels consisting of Blocks 804 and 805 and more particularly described in Exhibit A attached hereto (the "Properties"); and

WHEREAS, Camden Lutheran Housing, Inc. desires to purchase the 78 parcels to construct twenty-six (26) two story, 3 bedroom, townhome style single family homes to be sold to first time homebuyers of low to moderate income; and

WHEREAS, the City and Camden Lutheran Housing, Inc. desire to enter into an agreement of sale for the City to sell and for Camden Lutheran Housing, Inc. to buy the Properties for a purchase price of \$295,700.00; now, therefore

BE IT ORDAINED, by the City Council of the City of Camden, as follows:

SECTION I. The City is authorized to enter into an Agreement of Sale to sell the Properties to Camden Lutheran Housing, Inc. for \$295,700.00 and such other terms as set forth in the form of Agreement of Sale attached hereto as Exhibit B.

SECTION II. The Mayor of the City of Camden or his designees and the City Clerk are hereby authorized and directed to execute such documents and take such actions as may be necessary in order to carry out the purpose and intent of this Ordinance.

SECTION III. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.

SECTION IV. This ordinance shall take effect twenty (20) days after its final passage and publication as provided by law.

BE IT FURTHER ORDAINED, that pursuant to <u>N.J.S.A.</u> 52:27BBB-23 and <u>N.J.S.A.</u> 40:69A-41, a true copy of this Ordinance shall be forwarded to the Mayor, who shall have ten (10) days from the receipt thereof to approve or veto this Ordinance. Additionally, pursuant to <u>N.J.S.A.</u> 52:27BBB-23, a true copy of this Ordinance shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Ordinance, and the action by the Commissioner regarding this Ordinance shall supersede any action by the Mayor on the same Ordinance. All notices of approval and/or veto shall be filed in the Office of the Municipal Clerk.

Date: November 16, 2023

The above has been reviewed and approved as to form.

DANIEL S. BLACKBURN City Attorney

ANGEL FUENTES President, City Council

VICTOR CARSTARPHEN Mayor



LUIS PASTORIZA Municipal Clerk

Angel Fuentes, President Councilperson-at-Large Sheila Davis, Vice-President Councilperson-at-Large Nohemi Soria-Perez Councilperson-at-Large

Luis Pastoriza, RMC, CMR Municipal Clerk Yenise E. Valdez Assistant Municipal Clerk

Howard McCoach Counsel-To-Council



Shaneka Boucher Councilperson, 1st Ward Chris Collins Councilperson, 2nd Ward Marilyn Torres Councilperson, 3rd Ward

Jannette Ramos Councilperson, 4th Ward

MUNICIPAL CLERK CITY OF CAMDEN NEW JERSEY

PO Box 95120 Room 105, City Hall Camden, NJ 08101 Tele: (856) 757-7223 / Fax: (856) 757-7220 Email: <u>clerk@ci.camden.nj.us</u> Website: <u>www.ci.camden.nj.us</u>

<u>MEMORANDUM</u>

- DATE: December 14, 2023
- TO: Victor Carstarphen, Mayor
- FROM: Luis Pastoriza, Municipal Clerk
- RE: Ordinance Final Passage (MC-5476)

Ordinance authorizing the City of Camden to enter into an agreement of sale with Camden Lutheran Housing Inc. for the sale of 78 city-owned parcels for the development of the Casa Del Rios Housing Project

In accordance with Rule XIX of the Administrative Code of the City of Camden (Rules of Procedure governing the City Council), I am delivering to you the attached ordinance adopted by City Council at a **Regular** meeting held on <u>12-12-2023</u>. Said article provides that "each ordinance shall be returned by the Mayor to the Municipal Clerk after the Mayor has affixed his /her signature thereto or after the expiration of **ten (10) days** from the date of its delivery to the Mayor in any event."

	OFFICE O	F THE MAYOR	r 1	
Received by:	CHON	Date:	12/14/23	
Date of Approval:	12/15/	23		

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (this "Agreement" is made this _____ day of ______, 202___ by and between THE CITY OF CAMDEN (the "Seller"), a municipal corporation in the County of Camden and the State of New Jersey with an address at City Hall, Fourth Floor, 520 Market Street, P.O. Box 95120, Camden, New Jersey 08101-51020 and CAMDEN LUTHERAN HOUSING, INC. (the "Purchaser"), a New Jersey non-profit corporation with an address at 800 Galindez Court #101, Camden, NJ 08102.

RECITALS

A. The Seller is interested in the revitalization of the North Camden residential neighborhood of the City of Camden (the "North Camden Neighborhood").

B. The Purchaser has undertaken with success a number of residential construction projects, programs and initiatives in the North Camden Neighborhood-and, wishes to acquire additional properties upon which to construct twenty-six (26) two story. 3 bedroom, townhome style single family homes and sell them to owner-occupants (the "Project"). The homes will be affordable to households earning between 36-55% of Area Median Income as set by HUD and NJDCA as more particularly detained in Exhibit A hereto.

C. The Seller is the owner of 78 vacant lots described in Exhibit-B hereto (the "Properties"). The City believes that it is in the best interest of the residents of the City of Camden to sell said Properties for the construction of the Project.

AGREEMENTS

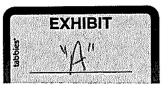
NOW THEREFORE, in consideration of the mutual promises herein contained and intending to be legally bound hereby, the parties agree as follows:

1. Sale of Properties. Subject to the terms of this Agreement, the Seller agrees to sell and convey to the Purchaser, and the Purchaser agrees to purchase from Seller, all of the properties appearing on the list attached hereto as Schedule A (the "Properties"), together with the appurtenances thereto and improvements thereon, which Properties are currently owned by Seller.

2. Closing. Closing hereunder (the "Closing") on the specific date to be mutually agreed upon by the Seller and the Purchaser, but not later than three (3) years after the execution of this Agreement, unless the Seller and the Purchaser mutually agree to an extend the date for Closing in writing.

3. Purchase Price of Properties. The Purchase Price for the Property shall be Two Hundred Ninety-Five Thousand Seven Hundred Dollars (\$295,700) payable at the time of Closing.

4. Contingencies. Seller and Purchaser acknowledge and agree that Seller and Purchaser's obligation to close on the sale of the Properties is contingent upon the following:



a. Funding. Purchaser obtaining all funding necessary for the acquisition of the land and development of the Project within three (3) years of the execution of this Agreement. Evidence of funding in the form of a commitment letter or other written proof from the lender or grantor, shall be furnished to the Seller.

b. **Development Approvals**. Purchaser's obligation to close shall be conditioned upon Purchaser obtaining all government approvals necessary to use and develop the Properties for residential use. Owner agrees to cooperate with Purchaser in obtaining such approval, which cooperation shall include the signing of all applications and other documents requested by Purchaser that may be reasonably related to such matters, as long as Seller approves the form and substance of all such documents. All costs and expensed incurred with respect to such approvals shall be paid for by the Purchaser.

5. Transfer of Ownership. At the Closing, the Seller will transfer ownership of the Properties to the Purchaser. The Seller agrees to provide and the Purchaser agrees to accept a Bargain and Sale Deed with Covenants Against Grantor's Acts (the "Deed") conveying title to the Properties duly executed and acknowledged by the Seller in proper recordable form, subject to the Permitted Exceptions (as hereinafter defined). The Seller will also provide at the Closing such affidavits, duly executed and notarized, and other documents as are required by the Purchaser's title insurance company and any other documents reasonably requested by the Purchaser's title insurance company to enable the Purchaser to obtain title insurance for the Properties.

6. Transfer of Ownership Limited by Certain Things. The Seller agrees to transfer and the Purchaser agrees to accept ownership of the Properties free of all claims and rights of others, except for (i) the rights of utility companies to maintain pipes, poles, cables and wires under the street, the part of a Property next to the street or otherwise running on a Property and (ii) any existing building restrictions, laws and ordinances, easements of roads, easements visible on the ground, and (iii) all other recorded encumbrances (other than mortgages and judgments), easements and restrictions (collectively the "Permitted Exceptions").

7. Condition of Title. Title to the Properties shall be (a) good and marketable and, except for the Permitted Exceptions, free and clear of all liens (including real estate taxes, water and sewer charges, including CCMUA charges), assessments, restrictions, riparian and other ownership rights of the State of New Jersey and/or the City of Camden, encumbrances, easements, leases or tenancies, claims or rights of use or possession and other title objections including any lien or future claim for materials or labor supplied in improvement of the Properties and (b) insurable as aforesaid at regular standard rates by any reputable title insurance company licensed to do business in the State of New Jersey and designated by the Purchaser. If title to the Properties cannot be conveyed to the Purchaser at the Closing in accordance with the requirements of this Agreement, then the Purchaser shall have the option of either:

(a) Taking such title as the Seller can cause to be conveyed and waiving the unfulfilled condition, without abatement of the purchase price, whereupon the parties hereto shall complete the transaction herein contemplated and the provisions relating to the condition of title shall be deemed waived by the Purchaser; or

(b) Terminating this Agreement by notice to the Seller, whereupon this Agreement shall become null and void as to such Property, and, thereafter, neither party hereto shall have any further rights, liabilities or obligations hereunder as to such Property.

Survey. Purchaser may, but shall not be obligated to obtain, at its own expense, a survey 8. of the Properties. If the survey discloses matters affecting title to the Properties not readily apparent from a physical inspection of the Properties that are objectionable to Purchaser ("Additional Matters Objection"), Purchaser shall notify Seller of such objection, in writing. This contingency shall be deemed satisfied or waived if Seller has not received written notice of Purchaser's Additional Matters Objection. Any such written notice shall state all of Purchaser's objections with specificity and shall be limited to matters that currently or in the future may materially interfere with the operation or development of the Properties for residential use. Upon receipt of such notice, Seller may, but shall not be obligated to, if curable, elect to cure any such objections by giving notice of such election to Purchaser within ten (10) Business Days after receipt of Purchaser's notice. Failure of Seller to give such notice shall mean Purchaser has elected not to cure. If Seller cures such obligation before Closing, this Agreement shall continue in full force and effect. If Seller cannot or chooses not to cure such objections, Purchaser may elect to terminate this Agreement by written notice given within ten (10) Business Days after Seller notifies (or is deemed to have notified) of its election not to cure, in which neither party shall have any further obligations under this Agreement.

9. Use of Properties The Phrchaser represents to Seller and agrees that, upon the Seller's conveyance of the Properties to Purchaser, (1) Purchaser will, at Purchaser's sole cost and expense, construct twenty six (26) two story townhomes on the Properties by the third anniversary of the date of the Deed from Seller to Purchaser (unless such date is extended by the parties by written agreement). The Purchaser acknowledges that these representations and agreements are a material inducement for the Seller's agreement to convey the Properties to the Purchaser. This provision shall survive delivery of the Deed.

Physical Condition of the Properties. The Properties are being sold "As-Is". The 10. Seller does not make any claims or promises about the condition or value of the Properties. Seller makes no representation respecting the environmental condition of the Properties including the existence or non-existence of Hazardous Substances or Hazardous Wastes thereon. As used herein, "Hazardous Substances" or "Hazardous Wastes" means all substances which are defined as such by or subject to regulation under the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11(b) et seq., the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. 6901 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq., the Toxic Substance Control Act, 15 U.S.C. 2601 et seq., N.J.S.A. 13:1K-8, et seq., N.J.S.A. 13:1E-1, et seq., N.J.A.C. 7:26B-1.3 or any other federal, state or local law, rule or regulation now in force or hereafter enacted relating to materials having adverse effects on human health or the environment, including, without limitation, asbestos, polychlorinated biphenyls (PCBs), petroleum products and lead based paints but excluding from the foregoing definition minor amounts of such substances used in the ordinary course of maintenance and operations at the Property. All such laws, rules and regulations relating to human health or the environment collectively are referred to herein as "Environmental Laws."

a. The Purchaser will be responsible for conducting any necessary remediation of the Properties at its sole cost.

11. Assessments. The Seller shall be responsible to pay for all municipal or governmental assessments levied against the Properties prior to the date of the Closing, or levied against the Properties after the date of the Closing by reason of work ordered, commenced or completed prior to the date of the Closing. This provision shall survive delivery of the Deed.

12. Risk of Loss. The Seller shall bear the risk of loss on the Properties, other than normal wear and tear, until such time as the Closing is completed.

Inspections. The Purchaser or its designees may enter the Properties while this 13. Agreement is in effect, with at least twenty-four (24) hours prior notice to the Seller, for the purposes of making inspections, measurements, surveys, engineering studies, utilities investigations, soil and sub-surface tests and analysis and other reports at the Purchaser's sole cost and expense. All such action taken by or on behalf of the Purchaser pursuant to this section shall be in accordance with all applicable laws, rules and regulations of the appropriate governmental authorities having jurisdiction. The Purchaser shall indemnify, defend and hold the Seller harmless of, from and against all claims, causes of action and losses of whatsoever kind of nature, including, but not limited to, liability by reason of injury (including death) to persons and damage to any property and construction liens, notices of intention, notices of unpaid balance, or similar charges which may affect the Properties resulting from the entry onto the Properties or work conducted thereon by or on behalf of the Purchaser (provided that such indemnity shall not apply to any claims, judgments, damages, penalties, fines, costs, liabilities, or losses resulting from the discovery by the Purchaser of pre-existing conditions of or at the Properties not caused by the Purchaser). Purchaser shall have the right to terminate this Agreement if the inspection results are not acceptable to Purchaser by giving Seller written notice within ten (10) calendar days after receipt of any final inspection report, however Purchaser shall, at Purchaser's sole cost, return the Properties to their condition prior to said inspections. Copies of any final inspection reports shall be provided to Seller. This provision shall survive the delivery of the Deed.

14. Closing Costs.

(a) All realty transfer taxes hereunder (if any) imposed on or arising in connection with this transaction shall be paid by the Purchaser at the Closing.

(b) The Purchaser shall pay at the Closing the title company disbursement fees allowable under New Jersey law.

(c) The Purchaser shall pay for all title searches and title insurance premiums and all recording fees for the recording of the Deed.

15. Termination of Agreement. If this Agreement is legally and rightfully canceled (1) under any section contained herein, (2) due to the Seller's inability to transfer to the Purchaser the ownership of a Property because the Seller's title is not marketable, or (3) for any other

reason permitted by law, then the Agreement shall be of no force and effect as to such Property, and the parties shall have no liability to each other under this Agreement as to such Property, except as specifically provided herein. This Agreement shall continue, however, as to all remaining Properties.

16. Default. Should either party violate or fail to fulfill and perform any of the terms or conditions of this Agreement imposed upon such party, then in that case the non-defaulting party shall have all the rights and remedies available to it under law or in equity, including, but not limited to, an action for specific performance.

17. Fees and Expenses. In the event of any controversy, claim or dispute between the Seller and the Purchaser affecting or relating to the subject matter or performance of the rights, duties and obligations under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of the prevailing party's reasonable expenses, including, without limitation, attorneys' fees, accountants' fees, court costs and interest.

18. Brokerage. The Seller and the Purchase represent that each has not dealt with any broker, agent, finder or other intermediary in connection with the conveyance of the Properties or this Agreement. The Seller and the Purchaser agree to indemnify, defend and hold the other harmless of, from and against any damages, costs, claims, losses or liabilities whatsoever (including attorney's fees, expenses and court costs) arising from any breach by the other of the foregoing representations and agreements.

19. Assignment Neither the Seller nor the Purchaser shall assign or otherwise transfer this Agreement without the consent of the other party.

20. Amendments. This Agreement may be amended only by a written instrument executed and delivered by the Seller and the Purchaser.

21. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the seller and the Purchaser and their respective successors and permitted assigns.

22. Severability. The validity of any article, section, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, clauses, or provisions of this Agreement.

23. Notices. All notices required to be given to any of the parties hereunder shall be in writing and shall be deemed to have been sufficiently given for all purposes when delivered personally to such party, sent by nationally recognized overnight courier, or by certified or registered mail, return receipt requested, to such party at its address first set forth above. Such notice shall be deemed to be given when received if delivered personally or by overnight courier or three (3) days after the date mailed if sent by certified or registered mail, return receipt requested. Any notice of any change of a party's address shall also be given in the manner set forth in this section.

24. Section Headings, Other References. The titles contained in this Agreement are for the convenience of the reader and shall not be construed to enlarge, limit or in any way affect the rights and obligations created by the text of the Agreement. Unless the context required

otherwise, the singular shall include the plural and the plural the singular. The use of one gender shall include the other.

25. Applicable Law. This Agreement shall be governed in all respects by the laws of the State of New Jersey.

26. Complete Agreement. This Agreement is the entire agreement between the parties hereto regarding the transaction contemplated hereby and there are no other terms, covenants, conditions, warranties, representations or statements, oral or otherwise, of any kind whatsoever. Any agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of this Agreement in whole or in part unless such agreement is in writing and signed by both parties.

27. No Recording. This Agreement shall not be lodged for recording in any place or office of public record and any action in violation of this provision shall be deemed to be a default hereunder and permit the other party hereto to terminate this Agreement immediately and without further notice; <u>provided</u>, however, that the filing or recording of this Agreement as part of any proceedings instituted in any court of proper jurisdiction to enforce the provisions of this Agreement shall not be deemed to be a breach of this Agreement.

28. Waiver of Tender Formal tender of an executed deed and purchase money each is hereby waived.

29. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as o the date first above written

Authorized by: Ordinance SELLER:

Reviewed and approved as to form.

CITY OF CAMDEN

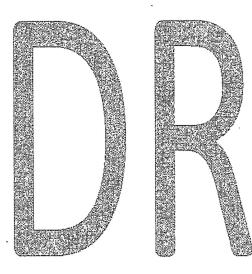
By:

Daniel S. Blackburn City Attorney By:_____ Victor G. Carstarphen Mayor

PURCHASER:

CAMDEN LUTHERAN HOUSING, INC., a New Jersey non-profit corporation

By:



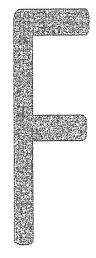
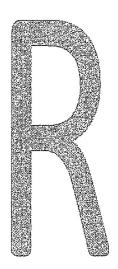
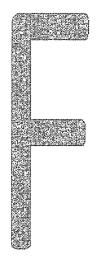


EXHIBIT A







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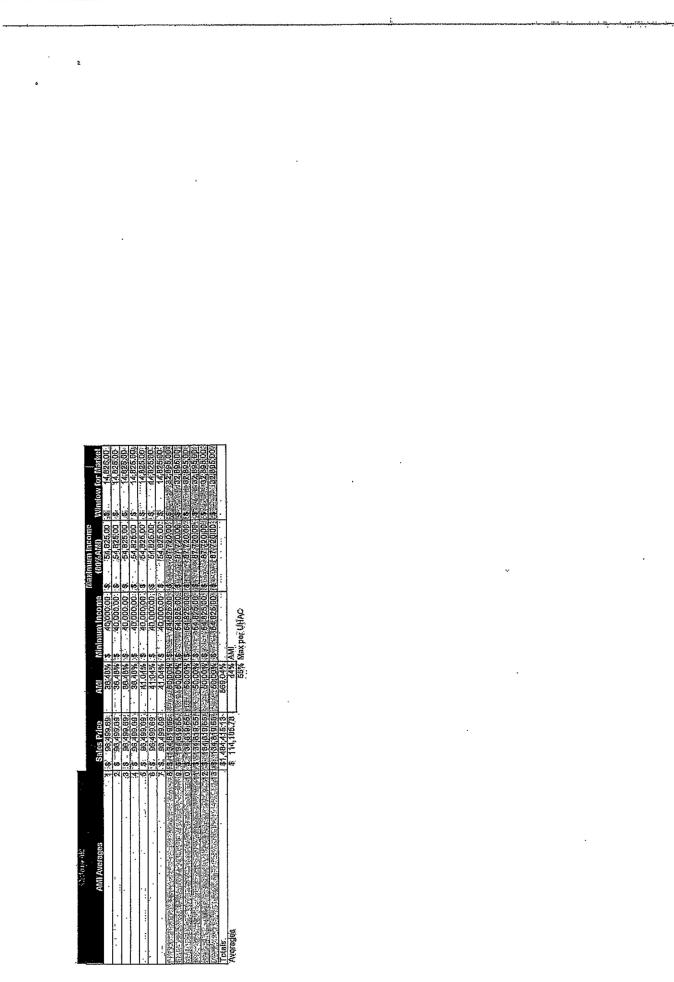
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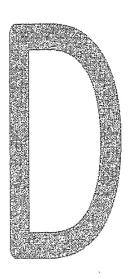


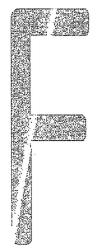
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EXHIBIT B





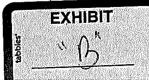
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