

NOTICE OF MUNICIPAL PROPERTY SALES

Notice is hereby given in accordance with N.J.S.A. 40A:12-13(a), that the Vineland City Council, Cumberland County, New Jersey will expose at public sale and auction to the highest bidder subject to the right of first refusal by contiguous property owners pursuant to N.J.S.A. 40:12-13.2 on September 24, 2026 beginning at 1:00 pm., prevailing time, at 640 E. Wood Street, 4th Floor Conference Room, the lands and improvements, if any, situated in the City of Vineland, County of Cumberland and State of New Jersey, as described and listed as follows:

ADDRESS	BLOCK & LOT	ZONE	SIZE	MINIMUM BID
Miliano Avenue	B. 112, L. 2	A-5	.229 acres	\$16,000.00
Old Lake Road	B. 114, L. 5	A-5	.019 acres	\$14,000.00

Take notice that pursuant to N.J.S.A. 40a:12-13 (a) the City of Vineland reserves the right to reject all bids on any one or more of the parcels listed above. Take further notice that pursuant to N.J.S.A. 40A:12-13.2 the right of the highest bidder to purchase either or both of the Lots is subject to the right of first refusal by continuous property owners pursuant to N.J.S.A. 40A:12-13.2 as said Lots have been determined to be too small for development.

At the conclusion of the sale, each successful bidder, shall be required to pay ten percent (10%) of the bid, in cash, check, or other acceptable form of payment, as a down payment, and shall execute an offer to purchase the property for the bid price and upon the terms and conditions set forth in this Notice. Failure to make the payment or execute the offer to purchase at the conclusion of the sale shall nullify the bid; and the next highest bidder shall be considered the successful bidder and subject to all the terms and conditions of this Notice. In addition to the bid amount, the successful bidder shall be required to pay the City's legal fees; advertising costs; preparation of the Deed of Conveyance; recording fees, and all other closing costs. The sale is subject to final approval by Vineland City Council which reserves the right, at any time prior to confirmation of the sale made hereunder, to reject all bids on any one or more of the parcels.

To exercise his or her right of first refusal a contiguous property owner must submit a signed offer to purchase in an amount and upon the same terms and conditions as the highest bidder and provide the City of Vineland with a deposit in ten (10%) of the purchase price within fourteen (14) days of sale date. The form of offer may be obtained by contacting Alan Giebner, Associate Solicitor, City of Vineland at agiebner@vinelandcity.org or by calling (856) 794-4000 x4969. All questions concerning the exercise of the right of first refusal should directed to Alan Giebner by e-mail or phone. The executed offer and deposit are to be submitted either by personal delivery or Certified Mail R.R.R. to Alan Giebner, 640 E. Wood Street, 4th Floor, Vineland, NJ 08360. In the event a contiguous property exercises his or her right of first refusal, the deposit tendered by the highest bidder will be returned.

The sale each parcel is conditioned on the following terms and conditions: (a) the purchaser, or any subsequent transferee, maintaining the lot in accordance with the City of Vineland's Property Maintenance Code until such time as the lot is developed and a C.O. or T.C.O. is issued; (b) the purchaser or any subsequent transferee limiting the use of the lot to a permitted use under the City of Vineland's land use law, or variance granted by the Vineland Zoning Board.

Each parcel will be conveyed by quit claim deed containing a reverter clause providing that the property will revert to the City of Vineland in the event purchaser fails to comply with the terms and conditions set forth in this Notice.

Each parcel is being sold "as is" "where is" and "with all faults" to the highest bidder, in accordance with N.J.S.A. 40A:12-13 (a). The City of Vineland is issuing no representations or warranties as to the utility, usability, or physical condition of the property, or the availability of utilities including, but not limited to, sewer and water to or for the property. In addition, no representations are made as to any environmental conditions that may affect the property. The City of Vineland makes no representation as to any previous

use of the property and does not guarantee clear title to the property. Each parcel is to be conveyed subject to existing encumbrance, liens, zoning regulations, easements, other restrictions, such facts as a title search would reveal, such facts as an accurate survey would reveal, and any present or future assessments for the construction of improvements benefiting said property. The City of Vineland makes no warranties or representations that the property suitable for development.

The following additional terms and conditions apply to the each sale: (a) the successful bidder is responsible for conducting any and all inspections and testing of each parcel at their own cost; (b) the sale of each parcel is made subject to all applicable laws, statutes, regulations and ordinances of the United States, State of New Jersey and the City of Vineland; (c) no employee, agent or officer of the City of Vineland has any authority to waive, modify or amend any of the conditions of the sale; (d) the City of Vineland shall not be responsible and will not pay any real estate commission arising out of or in any way connected with the sale of the property; (e) unless otherwise approved by the appropriate land use board, the successful bidder is required to abide by all applicable land use laws, including, but not limited to, the City of Vineland Land Use Ordinance, and to stipulate that the sale will not be used as grounds to support any variance from the City of Vineland Land Use Laws; (f) unless otherwise approved by the appropriate authority each successful bidder is required to comply with all health and building regulations and codes; (g) the purchase price shall not be used before any County Board of Taxation, Tax Court of New Jersey, or in any court of this State as grounds to support a challenge of the existing assessments with regard to other properties; (g) participation in the public sale and auction shall be considered as an acknowledgment that the person making the bid understands and agrees to all the terms and conditions set forth in this Notice, and waives any right they may have to otherwise challenge the procedure followed by the City in the connection with the sale of the property; and (h) bidding shall start at the minimum bid listed above for each lot, and proceed thereafter in increments of \$1,000.00.

A quit claim deed shall be the document of conveyance and no warranties or representations as to title are made by the City of Vineland. If, however, the City is unable to convey marketable title, any deposit monies received will be returned without interest or any other compensation, and there shall be no further liability between the parties.

All bids shall be referred to the Vineland City Council for review and final approval by Resolution not later than at the second regular meeting of Vineland City Council following the sale. In the event City Council fails to accept the highest bid at or before its second regular meeting after the sale, all bids shall be deemed to have been rejected. The confirmation of the sale by the Vineland City Council shall be a complete acceptance of the bid and, thereafter, within forty-five days from said confirmation, settlement must be completed. In the event of default by the successful bidder to complete settlement within the time allowed, the bid shall be rescinded, all rights of the successful bidder shall be terminated, and the down payment shall be forfeited.

Alan G. Giebner, Esq.
Associate Solicitor, City of Vineland
(856)794-4000 x4969