

OFFICIAL

**HAMPTON TOWNSHIP
COUNTY OF ALLEGHENY, PENNSYLVANIA**

RESOLUTION NO. _____

A RESOLUTION OF THE TOWNSHIP OF HAMPTON, A HOME RULE COMMUNITY, SITUATE IN ALLEGHENY COUNTY, PENNSYLVANIA, APPROVING THE PURCHASE OF REAL ESTATE KNOWN AS 2525 TONER AVENUE, ALLISON PARK, PA 15101, PARCEL ID 719-J-203, FROM SUBURBAN PROPERTIES.

WHEREAS, the Township of Hampton desired to purchase certain Township property known as 2525 Toner Avenue, Allison Park, PA 15101, Parcel ID 719-J-203, from Suburban Properties.

WHEREAS, the Township of Hampton has entered into an Agreement of Sale for the agreed upon value of Two Hundred Seventy-Five Thousand (\$275,000.00) Dollars, broken down as follows: Two Hundred Thousand (\$200,000.00) Dollars for the real estate known as 2525 Toner Avenue, Allison Park, PA 15101, Parcel ID 719-J-203, pursuant to an appraisal secured by the Township per Section 1503(e) of the Second Class Township Code; Thirty-Five Thousand (\$35,000.00) Dollars for business disruption remuneration; and Forty Thousand (\$40,000.00) Dollars for relocation/moving assistance.

WHEREAS, the purchase of the Property is pursuant to the Second Class Township Code (codified at 53 P.S. §§ 65101 et seq.; the "SCTC") and the Township of Hampton Home Rule Charter and Code of Ordinances.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Township of Hampton as follows:

1. Pursuant to authority granted by the Second Class Township Code, and the Township of Hampton's Home Rule Charter, Township Manager, W. Christopher Lochner, has authority to execute any documents, including but not limited to a deed, necessary to effectuate purchase of property known as 2525 Toner Avenue, Allison Park, PA 15101, Parcel ID 719-J-203, from Suburban Properties, for the agreed upon total sum of Two Hundred Seventy-Five Thousand (\$275,000.00) Dollars.

NOW, this _____ day of _____, 2020, UPON MOTION DULLY MADE AND SECONDED THE FOREGOING RESOLUTION IS HEREBY ADOPTED.

ATTEST:

HAMPTON TOWNSHIP

Secretary

Michael Peters, President
Hampton Township Council

AGREEMENT OF SALE AND PURCHASE

Seller and Buyer agree as follows:

1. **Parties.** Seller:
SUBURBAN PROPERTIES

Buyer:
TOWNSHIP OF HAMPTON, a political subdivision of the
Commonwealth of Pennsylvania

2. **Sale.** Seller will grant and convey to Buyer by deed of general warranty fee simple title to an undivided interest in the land described in subparagraph A of this paragraph with the appurtenances and the buildings and improvement on the land (collectively the "Real Estate".) Title to the Real Estate will be good and marketable and will be free and clear of all encumbrances except as provided in paragraph 13. Title to the Real Estate will be insurable by any licensed title insurance company at regular rates.

- a. The Land is located in County of Allegheny, Pennsylvania, and is described as follows:

2525 Toner Avenue
Allison Park, PA 15101
Parcel ID: 719-J-203

- b. The sale and purchase will include the transfer to Buyer of the following items, free and clear of all encumbrances: (1) all plumbing, heating, cooling and electrical fixtures and systems, including chandeliers; (2) all built-ins (cabinets, cooking units and dishwasher); (3) fixtures; (4) all trees, shrubbery and plants; and (5) all storm doors, windows and awnings, screens, shades, venetian blinds, drapery rods and brackets, TV antenna and wall-to-wall carpeting. The following additional items are included in the sale:

"AS IS, WHERE IS"

3. **Purchase.** Buyer will purchase the Property and pay to Seller the sum of (US Dollars) Two Hundred Seventy-Five Thousand (\$275,000.00) Dollars payable as follows:

- a. \$200,000.00 for the real estate known as 2525 Toner Avenue, Allison Park, PA 15101, Parcel ID 719-J-203, pursuant to an appraisal secured by the Township per Section 1503(e) of the Second Class Township Code.
- b. \$35,000.00 for business disruption renumeration.
- c. \$40,000.00 for relocation and moving costs.

4. Settlement. Settlement will be held in Allegheny County, Pennsylvania. Settlement will be held prior to August 1, 2020. If settlement is not completed by this date either party will then have the right to declare time to be of the essence by giving notice to the other party. The notice will state that time is of the essence and will fix the time, date and place of settlement. The date fixed may not be earlier than fifteen (15) days or later than thirty (30) days following the effective date of giving such notice.

5. Possession. It is understood and acknowledged that title to the property will be transferred in 2020, however, Buyer is willing to permit Seller to remain on the property until November 30, 2020. By November 30, 2020, Seller will have vacated the premises and possession will be delivered to Buyer. Seller will pay all expenses associated with the real estate pending the transfer of possession. Prior to vacating the property, Seller will coordinate and confirm that all utilities have been shut off and final bills have been paid in full. Seller will further maintain homeowner's insurance on the property while having possession, and will name the Township as a co-insured on said policy. Seller will provide written confirmation of the Township's status as a co-insured to the Township.

6. Closing Costs. Buyer shall be responsible for all closing costs.

7. Pre-Closing Access. Following execution of the within Agreement, the Township and its agents, servants and/or employees shall have access to the property for engineering purposes.

8. Risk of Loss; Insurance. Risk of loss of the Property will remain upon Seller until settlement.

9. Maintenance of the Property; Buyer's Option. Seller will maintain and make all repairs needed to keep the Property in as good condition as it is now, except for ordinary wear and tear. Seller will deliver the Property to Buyer broom clean, free of debris, with the lawn and shrubbery in trim. If a material change occurs in the physical condition of the Property before Buyer takes possession, Buyer will have the option to: (A) terminate this Agreement and upon termination all hand money will be returned immediately to Buyer after which the parties will be relieved of all obligations in this Agreement; or (B) proceed with this Agreement and pay the balance of the purchase price, and Seller will assign to Buyer any insurance proceeds to which Seller may be entitled as a result of the change in condition. To exercise this option Buyer will give notice to Seller before settlement. If Buyer fails to give the notice, Buyer will be conclusively deemed to have chosen option (B).

10. Eminent Domain; Buyer's Option. If any part of the Property is taken by eminent domain before settlement, Seller will notify Buyer of the taking within five (5) days, but not later than the settlement. Buyer will have the option to: (A) terminate this Agreement and upon termination all hand money will be returned immediately to Buyer after which the parties will be relieved of all obligations in this Agreement; or (B) proceed with this Agreement and pay the balance of the purchase price, and Seller will assign to Buyer the award, if any, to which Seller may be entitled. To exercise this option Buyer will give notice to Seller before settlement. If Buyer fails to give the notice, Buyer will be conclusively deemed to have chosen option (B).

11. Default.

- a. **By Buyer:** If Buyer defaults, Seller may elect to: (1) retain the hand money as liquidated damages as the parties agree that the hand money is a reasonable settlement of Seller' damages and is not a penalty; if Seller choose this remedy, upon notice to Buyer, this Agreement will be terminated and the parties released of further liability; or (2) apply the hand money toward Seller' damages which may include, but not limited to, loss of bargain, consequential damages and attorney's fees prior to default. If Buyer defaults, all hand money will be divided equally between Seller and Broker, but in no event will the sum paid to Broker be in excess of the commission due Broker if no default occurred.
- b. **By Seller:** If Seller default, Buyer may elect to: (1) rescind this Agreement and waive any claim for loss of bargain; and if Buyer chooses this remedy, Seller will cause to be paid to Buyer the hand money and the direct costs which Buyer incurred in preparation for settlement, including, without limitation, title examination fees, mortgage loan fees and expenses, survey costs, inspection costs and attorney's fees prior to Seller' default; when Seller has made such payments in full to Buyer this Agreement will terminate; or (2) file an action in court for specific performance including consequential damages; or (3) file an action at law for damages for loss of bargain, Buyer's direct cost in preparation for settlement as set forth in subparagraph (1) of this paragraph B and consequential damages. Buyer may bring and continue either an action for specific performance or an action at law or both until final judgment.

12. Under and Subject. Buyer will take title to the Property subject to the following so long as they do not adversely affect the present use of the Property or at any time require removal or alteration of existing improvements: (A) building and use restrictions of record; (B) vehicular or pedestrian easements of record affecting the Property and being along the front, rear or side lot lines; (C) water, sewer, gas, electric, cable television, and telephone lines or easements therefor of record or as presently installed; (D) prior grants, reservations or leases of coal, oil, gas, or other mineral as shown by instruments of record; and (E) easements apparent upon inspection of the Property.

13. Proration Items. Unless otherwise provided for in paragraph 21; (A) Although the Township is an excluded party under Pennsylvania law, the real estate transfer taxes will be paid by Buyer; (B) real estate taxes will be prorated as of date of settlement; (C) county and municipal real estate taxes will be prorated on a calendar year basis; (D) school district real estate taxes will be prorated on (check one) a calendar year basis, a fiscal year basis. All real estate tax proration shall be based on the real estate taxes levied or estimated to be levied by each taxing body.

14. Zoning and other Ordinances. Seller warrants that: the Property has the following Zoning Classification Commercial; the present use is Commercial in compliance with that Zoning Classification; and there exists no notice of any uncorrected violations of housing, building, safety or fire ordinances.

15. Inspection of Property. Buyer acknowledges that Buyer inspected the Property before signing this Agreement. Buyer is relying only on the inspection of the Property made by Buyer and is not relying on any oral statement concerning the physical condition of the Property made by Seller or Broker or any written statement concerning the physical condition of the Property given to Buyer by Seller or Broker except for written statements contained in this Agreement.

None. Buyer acknowledges they are taking property "AS IS." No representations or warranties have been made as to the condition of the property.
(If none insert "None")

16. Additional Provisions:

- a. Buyer understands and acknowledges that Seller and makes no warranties or representation concerning the subject property. Buyer is purchasing same on an "as is where is" basis.

17. Seller Representations. Seller represent that the property is serviced by public water and sewer.

18. Waiver of Disclosure. Buyer hereby waives the right to receive a Seller Disclosure from Seller.

19. Coal Notice. NOTICE --- THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT TO SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL OF SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. THE INCLUSION OF THIS NOTICE DOES NOT ENLARGE, RESTRICT OR MODIFY ANY LEGAL RIGHTS OR ESTATES OTHERWISE CREATED, TRANSFERRED, EXCEPTED OR RESERVED BY THIS INSTRUMENT. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984, as amended, and is not intended as notice of unrecorded instruments, if any). Unless this notice is stricken, the deed for the Property will contain this notice and will also contain, and Buyer will sign, the notice specified in the Bituminous Mine Subsidence and Land Conservation Act of 1966.

20. Waiver of Tender. Formal tender of a deed for the Property by Seller to Buyer is waived by Buyer. Formal tender of the balance of the purchase price by Buyer to Seller is waived by Seller.

21. Notices to Parties. Any notice given by Seller to Buyer or by Buyer to Seller will be in writing. Any notices will be delivered either in the manner provided by law for the service of process in equity or by certified or registered mail to the receiving party at the address for the receiving party which appears on the first page of this Agreement. Any mailed notice will be deemed delivered to the receiving party on the second business day after mailing occurs.

22. Covenant not to Record. Buyer will not record this Agreement and any recording of this Agreement by Buyer will constitute a default by Buyer under this Agreement.

23. Binding Effect. Seller and Buyer intend to be legally bound by this Agreement. All of its terms and conditions will extend to and be binding upon the parties to this Agreement and upon their respective heirs, executors, administrators, personal representatives, successors and assigns.

24. Interpretation. This Agreement constitutes the entire contract between the parties and there are no other understandings, oral or written, relating to the sale and purchase of the Property. This Agreement may not be changed, modified or amended, in whole or in part, except in another writing, signed by all parties. Wherever used in this Agreement, the singular, and the use of any gender will be applicable to all genders. Paragraph headings and italicized clauses are inserted for conveniences only and will not form part of the text of this Agreement.

25. Use of Property. The Township intends to use the subject parcel for construction of a new pump station. The Township and Seller have chosen to enter into an arm's length transaction to convey the real estate, personalty, fixtures, and pay for the reimbursement of any and all expenses via the within Agreement for the total sum of Two Hundred Seventy-Five Thousand (\$275,000.00) Dollars, broken down as set forth in paragraph 3.

26. Governing Law, Venue and Personal Jurisdiction.

- a. The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.
- b. The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania.

27. Release of All Claims. It is understood and acknowledged that the sole consideration to be paid by Buyer to Seller is the sum of Two Hundred Seventy-Five Thousand (\$275,000.00) Dollars, plus closing costs. It is agreed that Two Hundred Thousand (\$200,000.00) Dollars is the value of the real estate known as 2525 Toner Avenue. Seller hereby waives any and all other claims they have, or may have, for additional compensation. It is agreed that Two Hundred Seventy-Five Thousand (\$275,000.00) Dollars is fair and adequate consideration; that the within is an arm's length transaction; and that no further payments shall be made. Seller shall waive any rights to additional consideration and/or damages and shall release the Township of Hampton for the same. In consideration of the payment of Two Hundred Seventy-Five Thousand

(\$275,000.00) Dollars, plus closing costs, Seller release and forever discharge Buyer from any and all claims, losses or demands, including, but not limited to any and all additional costs and/or damages allegedly incurred as a result of the within transfer.

28. Removal of Personal Property. Seller shall remove all disposable trash from the property upon vacating the same.

THIS IS A LEGALLY BINDING CONTRACT, IF NOT FULLY UNDERSTOOD, CONSULT YOUR ATTORNEY PRIOR TO SIGNING.

Signed by Buyer this _____ day of _____, 2020.

W. CHRISTOPHER LOCHNER, MANAGER
FOR THE TOWNSHIP OF HAMPTON

_____ (Seal)
Witness

Signed by Seller this _____ day of _____, 2020.

MILDRED HENGELSBERG, on behalf of SUBURBAN PROPERTIES

_____ (Seal)
Witness