

AGREEMENT OF SALE

THIS AGREEMENT made as of the _____ day of _____, 2024, between TOWNSHIP of RICHLAND, a Pennsylvania Township of the Second Class, Allegheny County, Pennsylvania, (hereafter referred to as “Seller”).

A
N
D

[PURCHASER NAME and DESCRIPTION], (“Buyer”).

I. DEFINITIONS

1.1 Closing Date. The term “Closing Date” means the date established under Section 2.3.

1.2 Property. The term “Property” means Block and Lot 1831-H-50, known as Summit Street located in Richland Township, Allegheny County, Pennsylvania, as more fully described on Exhibit “A” attached hereto and incorporated herein.

1.3 Purchase Price. The term “Purchase Price” means the amount of **[HIGHEST BID]** (\$ _____ .00) to be paid by Buyer to Seller for the Property.

II. CONVEYANCE

2.1 Conveyance of Property. Seller shall, on the Closing Date, grant, sell, assign and convey the Property to Buyer by special warranty deed, in fee simple, clear of all liens, leases and encumbrances (except as set forth in this Agreement), provided that Seller in its sole discretion may choose to return the Deposit referenced in Paragraph 2.4(a) below and terminate this Agreement in lieu of taking any action to clear title.

2.2 Under and Subject. Buyer will take title to the Property subject to the following (A) Richland Township Ordinances; (B) easements, right-of-ways, and restrictions of record affecting the Property; (C) water, sewer, gas, electric, cable, television, and telephone lines or easements therefor as presently installed; (D) prior grants, reservations or leases of coal, oil, gas, or other minerals as shown by instruments of record or apparent upon inspection of the Property; and (E) easements apparent upon inspection of the Property.

2.3 Closing Date. The date of closing of this transaction shall be within sixty (60) days after Buyer’s bid has been accepted by the Richland Township Board of Supervisors.

2.4 Purchase Price. Buyer shall purchase the Property on the Closing Date and pay the Purchase Price, which shall be payable as follows:

- a) Seller acknowledges that Buyer has delivered to GRB Law (the “**Escrow Agent**”) an earnest money deposit in the amount of **[INSERT AMOUNT]**. The foregoing amount is referred to herein as the “**Deposit.**” The Escrow Agent shall hold the Deposit in escrow in a segregated and insured account and shall disburse the Deposit in accordance with the terms of this Agreement.
- b) At the closing, Buyer shall deliver to Seller by immediately available funds, the Purchase Price, less the amount of the Deposit.
- b) At Closing, Buyer and Seller shall also deliver any and all other requested documents and/or assurances as reasonably requested by the other party to complete the Closing in accordance with the terms and conditions of this Agreement and the intentions of the parties.

2.4 Proration of Closing Expenses. All real estate taxes shall be prorated on a fiscal year basis upon real estate taxes levied or estimated to be levied in that fiscal year by each taxing body. The cost of real estate transfer taxes, if any are due, shall be paid by the Buyer.

2.5 Additional Buyer’s Expense. The Buyer shall also pay to the Seller the cost of preparation of the deed, notice of advertisement and other reasonable costs and fees, to be paid at closing.

III. REPRESENTATIONS AND WARRANTIES

3.1 Seller’s Representations and Warranties. With respect to the Property, Seller represents and warrants that the following are true and correct on the date hereof and shall be true and correct upon closing to the best of Seller’s actual knowledge:

- a) The Seller has full power and authority to execute, deliver and perform this Agreement.
- b) This Agreement has been duly and validly executed and delivered by Seller and constitutes a valid and legally binding obligation of Seller which is enforceable in accordance with its terms.
- c) Compliance with this Agreement and the consummation of the transaction contemplated hereby do not conflict with, nor will they result in a breach of or constitute a default under, any contract, agreement, indenture or other undertaking to which Seller is a party or by which Seller is bound.
- d) Seller is not subject to any suit or administrative, arbitration or other proceeding or any judgment, decree or order entered in any suit or proceeding brought by any governmental agency or other person enjoining or otherwise restraining or restricting Seller with respect to the transfer and

assignment of Seller's interest in the Property; and, to the best of Seller's knowledge, information and belief, no such suit or proceeding is threatened against Seller or the Property.

- e) There are no actions, suits or proceedings, pending or, to the best of Seller's knowledge, threatened against Seller with respect to the Property or affecting any of Seller's rights with respect to the Property, at law or in equity, or before any federal, state, municipal or other governmental agency or instrumentality, nor is Seller aware of any facts which to Seller's knowledge might result in any action, suit or proceeding. Seller is not in default with respect to any order or decree of any court or of any such governmental agency or instrumentality with respect to the Property.
- f) There are no service contracts, operating agreements, management agreements or other executory contracts in respect to or affecting the Property whatsoever.
- g) All bills for work done and materials furnished with respect to the Property by or on behalf of Seller prior to the Closing Date shall be paid in full by Seller or will be discharged and paid in full by Seller by the Closing Date. To Seller's knowledge, there are no mechanics' liens filed against the Property.
- h) There are no leases or agreements that affect the Property other than those of record in the Recorder of Deeds Office of Allegheny County or as disclosed to Buyer herein.

3.2 Buyer's Representations and Warranties. Buyer represents and warrants that the following are true and correct on the date hereof and shall be true and correct at the closing date:

- a) Buyer has the full right, power and authority to enter into this Agreement and to buy the Property and to carry out Buyer's obligations hereunder.
- b) This Agreement has been duly and validly executed and delivered by Buyer and constitutes a valid and legally binding obligation of Buyer which is enforceable in accordance with its terms.
- c) The joinder of no person or entity other than the Buyer is necessary to the execution and delivery of this Agreement and the consummation of the transaction herein contemplated will not conflict with, or with or without notice or the passage of time, or both, result in a breach of any of the terms or provisions of, or constitute a default under any agreement or instruments to which Buyer is a party.
- d) Buyer has investigated title to Buyer's satisfaction.

V. ADMINISTRATIVE PROVISIONS

5.1 Risk of Loss. Risk of loss of the Property will remain upon Seller until settlement.

VI. NOTICES

6.1 Any notices required to be given under the terms of this Agreement will be sent by:

- a) Certified or registered United States mail, return receipt requested, postage pre-paid;
- b) Nationally recognized Courier service, overnight delivery; or
- c) Personally delivered to the parties at the addresses as set forth below:

SELLER: Dean Bastianini
Richland Township Manager
4019 Dickey Road
Gibsonia, PA 15044

BUYER: **[INSERT]**

Notice shall be deemed to have been given on the date of receipt if personally delivered, or if sent by mail, 2 business days after deposited with the U.S.P.S.; or if sent by overnight courier, 1 business day after deposit with the courier.

VII. BROKER

7.1 Seller and Buyer represent that neither has used any broker or agent for which a commission is due on this transaction.

VIII. BINDING EFFECT

8.1 The provisions of this Agreement shall extend to, bind and inure to the benefit of the parties hereto and their successors and assigns.

IX. INTERPRETATION

9.1 This Agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania without regard to the laws of conflicts thereof.

X. ENTIRE CONTRACT

10.1 This Agreement of Sale and exhibits constitute the entire contract between the parties hereto and there are no other understandings, oral or written, relating to the subject matter hereof.

XI. AMENDMENT OF AGREEMENT

11.1 This Agreement of Sale may not be changed, modified or amended, in whole or in part, except in writing, signed by all parties.

XII. SURVIVAL

12.1 All covenants, representations and warranties contained in this Agreement, which by their nature, implied or expressly, involve performance in any particular, after the time of closing, which might not be ascertained to have been fully performed until after the time of Closing shall survive the Closing, including any representations and warranties.

XIII. ASSIGNMENT

13.1 This Agreement may not be assigned by Buyer without the prior written consent of Seller, which shall not be unreasonably withheld, conditioned or delayed except Buyer may assign this Agreement to an entity affiliated with Buyer or Buyer's shareholders without Seller's consent.

XIV. RECORDING

14.1 This Agreement cannot be recorded without the express written consent of Seller and any recording or attempt to record this Agreement by Buyer without such consent shall render it automatically null and void at Seller's option.

XV. SEWAGE FACILITY

15.1 The Pennsylvania Sewage Facilities Act of January 24, 1966, No. 537 P.L. 1535, as amended, requires that there be a statement regarding the availability of a community sewage system. The property is not serviced by a community sewage system. There is no currently existing community (public) sewage system available for the subject property. Section 7 of the PA Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the Township to determine the procedure and requirements for obtaining a permit for an individual sewage system.

XVI. COAL NOTICE

16.1 COAL NOTICE: NOTICE - THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHT OF 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 the foregoing notice is stricken, the deed shall contain the notice as above set forth and shall also contain and Buyer shall sign the notice specified in the Bituminous Mine Subsidence and Land Conservation Act of 1966.

XVII. DEFAULTS

17.1 Seller's Default. If Seller defaults hereunder, which default consists of a failure of the Seller to materially fulfill any of the covenants, undertakings or conditions herein contained, or the material incorrectness of any representation or warranty herein contained, as Buyer's sole and exclusive remedies, Buyer may (i) terminate this Agreement and have the Deposit returned to it together with reimbursement for Buyer's expenses incurred in connection with the transactions contemplated by this Agreement, or (ii) bring an action for specific performance.

17.2 Buyer's Default. If Buyer defaults hereunder, Seller's sole remedy is to retain the Deposit plus all accrued interest thereon and all moneys paid on account of the purchase price as liquidated damages, in which event this Agreement shall become null and void and both parties shall thereupon be released of all further liability hereunder.

(Signature page to follow)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

ATTEST:

SELLER: RICHLAND TOWNSHIP

By:

Title

ATTEST:

BUYER:

By:

Title

EXHIBIT "A"

ALL those two (2) certain lots or parcels of ground situate in the Township of Richland, County of Allegheny and Commonwealth of Pennsylvania, being known and designated as Lots No. 1 and 2 in the Revised Clearview Plan, as of record in the Recorder's Office of Allegheny County in Plan Book Volume 30, pages 50 and 51

DESIGNATED Block and Lot No. 1831-H-50.

UNDER AND SUBJECT to an easement to Richland Township for the purpose of constructing, maintaining, repairing, replacing, inspecting, and removing a cul-de-sac and other necessary appurtenances on said property, together with the right of free ingress, egress and regress to the public for use as a public road. Said easement shall be further described as follows:

Beginning at a point on the eastern right-of-way line of Summit Street (40' right-of-way) and the southwest corner of Lot 2 of the aforementioned Revised Clearview Plan, thence South 87°30'00" East, a distance of 25.00 feet to a point; thence through the aforementioned Lot 2 and Lot 1 of the Revised Clearview Plan, North 01°00'00" East, a distance of 105.00 feet to a point; thence continuing through Lot 1 North 87°30'00" West, a distance of 25.00 feet to a point on the eastern right-of-way line of Summit Street (40' right-of-way); thence along the eastern right-of-way line of Summit Street (40' right-of-way) South 01°00'00" West, a distance of 105.00 feet to the Point of Beginning.

UNDER AND SUBJECT to building and use restrictions; easements; prior grants, reservations or leases of minerals; or other conditions, if any, of record or apparent upon inspection of said property.

BEING the same property which the Richland Township Municipal Authority, by Deed dated January 28, 1991 and recorded Recorder of Deeds' Office of Allegheny County, Pennsylvania, in Deed Book Volume 8421 Page 345, granted and conveyed to the Township of Richland.