

RESOLUTION NO. 92-124

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF TOWNSHIP OF HOPEWELL, AUTHORIZING THE EXECUTION BY THE PROPER OFFICERS OF ALL DOCUMENTS NECESSARY FOR THE SALE AND TRANSFER OF LOTS NUMBERED AS LOTS 24, 25, AND 26 IN THE TOWNSHIP OF HOPEWELL, BEAVER COUNTY, PENNSYLVANIA IN THE DAVIDSON HEIGHTS PLAN OF LOTS AS RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS IN PLAN BOOK VOLUME 5, PAGES 58 AND 59.

WHEREAS, an agreement has been executed between the Township of Hopewell as Seller and the Municipal Water Authority of Aliquippa, as Buyer, for the sale and purchase of certain lots of land as aforesaid; and

WHEREAS, various documents in connection with the aforesaid sale and purchase must be executed;

NOW THEREFORE BE IT ENACTED AND RESOLVED THAT: the proper officers of the Township of Hopewell, being the Chairman and/or Vice-Chairman, and the Secretary of the Board of Commissioners are hereby authorized to execute on behalf of the Township any and all documents necessary to complete the sale, transfer and conveyance of the aforesaid lots numbered 24, 25, and 26 in the Davidson Heights Plan of Lots, as recorded in Plan Book Volume 5, pages 58 and 59, owned by the Township of Hopewell, to the Municipal Water Authority of Aliquippa.

Duly enacted and resolved this 13 day of OCTOBER, 1992.

ATTEST:

TOWNSHIP OF HOPEWELL

  
Secretary

BY:   
President

AGREEMENT OF SALE

Made this 27<sup>th</sup> day of OCTOBER 1992, by and between THE TOWNSHIP OF HOPEWELL, a first class Township and Municipal Corporation organized and existing under the Laws of the Commonwealth of Pennsylvania and having its domicile in the County of Beaver, Pennsylvania (hereinafter called "Seller")

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MUNICIPAL WATER AUTHORITY OF ALIQUIPPA, a Municipal Corporation organized and existing under the Laws of the Commonwealth of Pennsylvania and having its domicile in Beaver County, Pennsylvania (hereinafter called "Buyer").

WITNESSETH THAT: Seller and Buyer, intending to be legally bound, mutually covenant and agree as follows:

Seller shall, on or before September 30, by deed of special warranty, well and sufficiently grant and convey unto buyer, in fee simple, clear of all liens and encumbrance, except as hereinafter set forth, good and marketable title to the following property, as more fully described in the Exhibit attached marked "A", and as also shown on the print attached prepared by Widmer Engineering, Inc. dated January 16, 1992, and marked Exhibit "B", both Exhibits being incorporated by reference and made part of the herein Agreement.

For title reference see Deed Book Volume 768, Page 383.

TOGETHER with all singular appurtenances whatsoever thereunto appertaining. Seller, however, does not warrant any easements or means of access to said property nor the fact that any of the streets abutting said property are public streets and as such have been accepted by the Township for purposes of maintenance and for use by the public.

In consideration thereof Buyer agrees to pay therefor the sum of Five Thousand and 00/100 (\$5,000.00) Dollars payable as follows: \$ 1.00 hand money upon the signing hereof, receipt of which is hereby acknowledged, and the balance in U. S. dollars in cash or by cashier's check on date of closing.

1. Possession to be given on the date of closing.
2. This sale is presumed to be exempt from the payment of all realty transfer taxes; however, in the event this assumption proves to be erroneous, then in such case all state and local transfer taxes shall be paid by Buyer.

3. Should Buyer fail to close or pay the additional sum or sums on account of the purchase price, as herein provided, the aggregate sum or sums paid may be retained by Seller, either as liquidated damages or on account of the purchase price, as Seller may elect. If they are retained as liquidated damages, this Agreement shall become null and void and both parties shall thereupon be released of all further liability hereunder.

4. It is hereby understood between the parties hereto that the property has been inspected by Buyer or its agent and that the same is being purchased solely in reliance upon such inspection, and that there have been no representations or warranties made by the Seller to induce the Buyer to purchase the premises.

5. Seller represents that although the zoning classification of the property is R3 Residential Medium; Buyer shall be permitted to erect a steel water storage tank.

6. Unless otherwise agreed the closing on the herein sale shall be held on September 30, 1992, at the Offices of Seller's attorneys, Duplaga, Tocci, McMillen, Urick & Fouse, located at 4350 Brodhead Road, Aliquippa, PA 15001; that in the event Buyer cannot close on that day, by written notice to Seller, Buyer may designate a definite time, within five (5) days of said date to close said sale.

7. Seller shall be responsible for the cost of deed preparation, but not for any cost of the title clearance.

8. In the event of default by Buyer, Seller may, at Seller's sole option, elect to retain the hand money or all other money paid on account of the purchase price as liquidated damages, in which event their agreement shall become null and void and both parties shall therefore be released of all further liability hereunder. It is hereby agreed that, without resale, Seller's damages will be difficult of ascertainment and that the hand money and all other money paid on account of the purchase price constitute a reasonable liquidation hereon and not a penalty.

9. In the event of default by Seller, Buyer shall waive any claim for loss of bargain or specific performance in which event Seller agrees to repay to Buyer, the hand money and any other paid on account and in addition, reimburse Buyer for reasonable fees for title examination, and attorney fees not to exceed the sum of Five Hundred and 00/100 (\$500.00) Dollars.

10. Should performance hereunder not be completed by the date above provided for, either party shall thereupon have the right upon written notice to either party, to declare time to be of the essence of this agreement and to fix the date, time and place of final settlement. Such notice shall be given not less than fifteen (15) days prior to such date of final settlement.

11. Buyer should take title to said property subject to the following:

- a) any water, sewer, gas, electric and telephone lines or easements therefor of record, provided, however, that said lines or easements shall not adversely effect the use of the property for Buyer's purposes, e.g. to build a water storage tank;

- b) prior grants, easements, reservations or leases of coal, oil, gas, or other minerals as shown by instruments of record; and
- c) easements apparent upon inspection of said property.

12. Formal tender of deed and of purchase price are hereby waived.

13. Any notices between the parties hereto shall be in writing and may be served in the manner provided by law for the service of process in equity and may be mailed by certified or registered mail to either party at the respective addresses set forth below. If mailed, such notice shall be deemed effectively given as of the second business day after the date of posting.

14. Notices shall be deemed to have been effectively given to the parties at the addresses as set forth below unless either party subsequently notifies the other of a new address in writing.

Seller: Hopewell Municipal Building, 1700 Clark Boulevard, Aliquippa, PA 15001

Buyer: 160 Hopewell Avenue, Aliquippa, PA 15001

15. This Agreement constitutes the entire contract between the parties hereto and there are no other understandings, oral or written, relating to the subject matter hereof. This Agreement may not be changed, modified or amended except in writing signed by all the parties.

16. Whenever used in this Agreement the singular shall include the plural, and the use of any gender shall be applicable to all genders.

17. Buyer will not record this Agreement except after first obtaining the prior written consent of Seller. Any attempted recording of this Agreement without such consent shall constitute a default hereunder by the Buyer.

18. This Agreement and all of its terms and conditions shall jointly and severally extend to and be binding upon the respective parties hereto, their successors and assigns.

19. NOTICE - THIS DOCUMENT MAY NOT (DOES 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 (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 OR 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).

EXHIBIT "A"

ALL Those certain lots or pieces of ground situate in the Township of Hopewell, County of Beaver, Commonwealth of Pennsylvania and being lots numbered 24, 25 and 26 in Plan of Lots known as the Davidson Heights Plan, which Plan appears of record in the Office of the Recorder of Deeds of Beaver County in Plan Book Volume 5, page 58 and 59.

SUBJECT nevertheless to all reservations, restrictions, and covenants contained in all former instruments and conveyances in the chain of title.

20. 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.

21. This Agreement is entered into on the part of Hopewell Township, Seller, by virtue of a resolution duly passed by the Board of Commissioners on the 13 day of ~~OCTOBER~~ 1992, and entered in the minutes, and on the part of Municipal Water Authority of Aliquippa by virtue of a resolution duly passed by its Authority Board on the 28 day of ~~SEPTEMBER~~ 1992, and entered in the minutes. (See copies of Resolutions attached hereto and made part hereof.)

IN WITNESS WHEREOF, the corporate seals of the respective parties hereto have been hereunto affixed the day and year first above written.

WITNESS:

SELLER:

ATTEST:

HOPEWELL TOWNSHIP

  
Secretary

BY:  (SEAL)  
President

ATTEST:

BUYER:

\_\_\_\_\_  
Secretary

BY: \_\_\_\_\_ (SEAL)  
Chairman

SELLER: \_\_\_\_\_

BUYER: \_\_\_\_\_