

**BOROUGH OF MT. OLIVER
RESOLUTION NO. 789-18**

The Council of the Borough of Mt. Oliver hereby resolves to enter into an Agreement of Sale for the sale of 102 Brownsville Road, Pittsburgh, PA 15210 to Hilltop Economic Development Corporation, in the form attached hereto. The property officers of the Borough are authorized and directed to execute the said Agreement and to take any action or execute any documents necessary to implement said Agreement.

This Resolution adopted by the Council of the Borough of Mt. Oliver at a duly assembled public meeting held this 20th day of May, 2019.


ATTEST:

BOROUGH OF MT. OLIVER



Manager

By:



President, Borough Council

AGREEMENT OF SALE

This Agreement dated as of the 5th day of June, 2019, is entered into by and between the Borough of Mt. Oliver ("Seller") and Hilltop Economic Development Corporation, a Pennsylvania non-profit corporation, ("Buyer").

NOW THEREFORE, Seller and Buyer, intending to be legally bound hereby, agree as follows:

1. **Property:** Seller agrees to sell, transfer and convey to Buyer, and Buyer agrees to purchase and accept from Seller, for the Purchase Price (as hereinafter defined), and subject to the terms and conditions of this Agreement, that certain real property situate in the Borough of Mt. Oliver, County of Allegheny and Commonwealth of Pennsylvania, consisting of approximately 0.06887 acres and being known as 102 Brownsville Road, Pittsburgh, PA 15210, designated as Block and Lot 14-M-289 in the Office of Property Assessment of Allegheny County, Pennsylvania, and being more particularly described on **Exhibit "A"** attached hereto and made a part hereof.

Together with Seller's interest in all appurtenances thereto including, without limitation, all easements, licenses, rights, privileges, servient estates and rights of way appurtenant thereto, all buildings, improvements, structures and fixtures, placed, constructed, installed, or located on the real property, the parking facilities related thereto, all other improvements situated on, over and under the real property, and all fixtures, systems, fittings and apparatus located at or used in conjunction with the real property (hereinafter collectively, the "**Property**").

Buyer shall take title to the Property subject to the following condition, which shall be set forth in the Deed as a restrictive covenant: The Property shall be used for industrial, commercial or affordable housing purposes only.

2. **Purchase Price:** The purchase price for the Property is ONE DOLLAR (\$1.00).

3. **Prorations:** By Order of Court dated January 24, 2019 and docketed with the Allegheny County Court of Common Pleas at GD-19-000360, the real estate taxes liens for the Property through the 2019 tax year have been exonerated. Seller shall be responsible for all utility service with respect to the Property prior to the date of closing, and Buyer shall be responsible for all utility service thereafter.

4. **Closing Costs; Transfer Taxes:** Buyer shall be responsible for the costs of any title search and/or bringdown for the Property, title insurance, title clearance, dye test requirements (if any), tax certifications/lien letters, any realty transfer tax and all recording fees.

5. **Closing:** The closing of the sale and purchase of the Property will occur on a date mutually agreeable to Seller and Buyer.

6. **Expenses:** Seller and Buyer shall each pay their own costs and expenses incurred in connection with this transaction, with the exception of the costs of Seller's legal counsel. Buyer

shall reimburse Seller for the legal costs incurred by Seller in connection with this transaction. Except as otherwise provided herein, neither Seller nor Buyer will have any obligation with respect to costs and expenses incurred by the other in connection herewith.

7. Possession: Possession of the Property will be delivered to Buyer at closing.

8. Sewage Facilities: 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 serviced by a community sewage system.

9. Due Diligence:

A. Right to Inspect. Commencing with the Effective Date of this Agreement and continuing through the date of Closing (hereinafter the "**Due Diligence Period**"), Buyer or Buyer's authorized representatives may inspect, measure, investigate and test the Property at Buyer's expense. Seller hereby grants access to the Property to the persons designated by Buyer, upon reasonable notice to Seller, to perform inspections, measurements, investigations, and tests that Buyer or Buyer's authorized representatives may make any inspections, measurements, investigations and tests of the Property including, but not limited to, environmental hazards, underground storage tanks, real property boundary/square footage delineation, easement, dedication and/or encumbrance boundaries and limitations caused thereby, wetlands verification/delineation, as amended, and with all applicable regulations, rules, statutes and ordinances.

B. Termination. In the event that Buyer is dissatisfied with any of the inspections, for any reason or no reason, in Buyer's sole discretion, Buyer may terminate this Agreement by providing written notice of the same delivered to Seller on or before the Date of Closing. In the event that Buyer elects to terminate the Agreement the parties shall have no further obligation under the Agreement.

C. Restoration. In the event that Buyer does not purchase the Property, Buyer shall restore the Property to its condition prior to Buyer entering thereon to perform its inspection.

10. Integrated Agreement: This Agreement constitutes the entire agreement between the parties hereto and there are no other understandings, representations, statements, or warranties, oral or written, relating to the subject matter hereof. This Agreement may not be changed, modified or amended in whole or in part, except in writing and signed by all parties.

11. Governing Law: This Agreement shall be deemed to have been made under and shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

12. Binding Effect: This Agreement and all of its terms and conditions shall extend to and be binding upon the parties hereto and upon their respective heirs, executors, administrators, successors and assigns.

13. Default:

A. By Buyer: In the event that Buyer defaults in the Purchase of the Property pursuant to the terms of this Agreement, Seller may, at Seller's sole option, elect to: (1) terminate this Agreement, upon which the parties shall have no further obligation hereunder; or (2) institute an action for specific performance without any right to damages, however the Seller shall be entitled to collect all reasonable counsel fees incurred in such action.

B. By Seller: In the event that Seller defaults under any term or condition of this Agreement, Buyer shall have the right, as its sole and exclusive remedy, to terminate this Agreement upon which the parties shall have no further obligation hereunder.

14. Attorney Fees: In the event of a default, the prevailing party in any enforcement action shall be entitled to recover reasonable attorney fees, costs and expenses incurred in enforcing this Agreement.

15. Counterparts: This Agreement may be executed by the parties on any number of separate counterparts, and all such counterparts so executed constitute one agreement binding on all the parties, notwithstanding that all the parties are not signatories to the same counterpart. This Agreement may be executed by facsimile signatures or by electronic signatures (such as an executed pdf document emailed by a party), and each counterpart executed and transmitted by facsimile or email shall have the same force and effect as an originally executed document. At the request of any party, a party executing and transmitting a facsimile and/or electronic executed copy of this Agreement will execute and deliver an originally executed copy of the same to the requesting party.

16. Coal 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 HAS 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.**

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

WITNESS/ATTEST:

Kathy L Connolly

SELLER:

MT. OLIVER BOROUGH

By: Amber L. McDough
Title: Council President

WITNESS/ATTEST:

[Signature]

BUYER:

HILLTOP ECONOMIC DEVELOPMENT CORPORATION

By: [Signature]
Title: President

EXHIBIT "A"

LEGAL DESCRIPTION

ALL that certain lot or piece of ground situate in the Borough of Mt. Oliver, County of Allegheny and Commonwealth of Pennsylvania, being part of Lot No. 1 in corrected Plan of Lots laid out for Captain Elias Phillips recorded in the Department of Real Estate of Allegheny County, Pennsylvania at Plan Book Volume 2, page 199, bounded and described as follows, to-wit:

BEGINNING on Brownsville Road at the distance of 23 feet from the Northeast corner of Lot No. 1 and on the West side of said road; to wit at the distance of 23 feet from the angle formed by said road passing along the Western and Northern sides of Lot No. 1 in said plan of lots; thence extending in front or width Southwardly along Brownsville Road, 25 feet to lot now or formerly of Fred Hampe; thence at right angles to said Brownsville Road along said lot not or formerly of Hampe, a distance of 120 feet to Middle Alley; thence along said Middle Alley, Northwardly a distance of 25 feet; thence Eastwardly a distance of 120 feet to the place of beginning.

BEING known and designated as Block 14-M, Lot 289 in the Office of Property Assessment of Allegheny County, Pennsylvania.

BEING the same property which Christie Mitchell, f/k/a Christie Haines, individually and as Executrix of the Estate of Frank Haines, Deceased, Ryan Mitchell and Ashley Haines, individually, by Deed dated October 13, 2018 and recorded January 18, 2019 in the Department of Real Estate of Allegheny County, Pennsylvania, at Deed Book Volume 17496, page 271, granted and conveyed unto the Borough of Mt. Oliver.