

TOWNSHIP OF RICHLAND

RESOLUTION NO. 11 of 2024

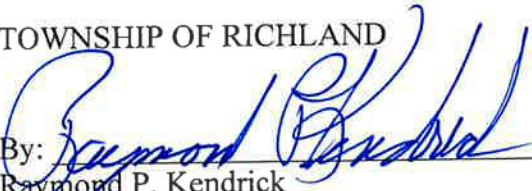
The Board of Supervisors of Richland Township hereby resolves to enter into an Agreement of Sale with Barbara A. Beachley, Executrix for the Estate of Michael C. Beachley and Trustee of the Michael C. Beachley Trust, for the purchase of real property located at 6036 Heckert Road, Bakerstown, PA 15007, said Agreement to be in the form attached hereto as Exhibit "A." The proper officers of the Township are authorized to execute the said new Agreement attached to this Resolution and to take any action or execute any documents necessary to implement said Agreement.

This Resolution adopted by the Board of Supervisors of the Township of Richland at a duly assembled public meeting held on the 19th day of June, 2024.

ATTEST:

  
Dean E. Bastianini  
Township Secretary

TOWNSHIP OF RICHLAND

By:   
Raymond P. Kendrick  
Chairman, Board of Supervisors

## AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE

This Agreement for Sale and Purchase of Real Estate (this "**Agreement**") is made as of May 28, 2024 (the "**Effective Date**"), between BARBARA A. BEACHLEY, Executrix for the Estate of Michael C. Beachley and Trustee of the Michael C. Beachley Trust ("**Seller**"), and TOWNSHIP OF RICHLAND, located at 4019 Dickey Road, Gibsonia, PA 15044 ("**Buyer**").

### PREAMBLE

WHEREAS, Michael C. Beachley is the record owner of a certain parcel of real property located at 6036 Heckert Road, Bakerstown, PA 15007, as more particularly described on Exhibit A attached hereto and made a part hereof (the "**Land**"), all buildings and other structures erected thereon (collectively, the "**Improvements**"), and all fixtures, machinery, apparatus, equipment, fittings and appliances affixed or attached to or installed in the Improvements (collectively, the "**Fixtures**" and, together with the Land and the Improvements, the "**Real Property**"); and

WHEREAS, Michael C. Beachley died on January 13, 2018 and by his Will, devised the Real Property, in trust, to the Trustees then serving under the Trust Agreement creating the Michael C. Beachley Trust; and

WHEREAS, Seller is the Executrix of the Estate of Michael C. Beachley and is the Trustee of the Michael C. Beachley Trust, and as such, has the legal authority to convey the Real Property; and

WHEREAS, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, all upon the terms and subject to the conditions hereinafter set forth.

NOW THEREFORE, the parties agree as follows with the intent to be legally bound.

### AGREEMENT

1. Preamble. The foregoing preamble is hereby incorporated herein by reference.
2. Sale and Purchase of Property.

(a) Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Real Property, upon the terms and subject to the conditions set forth herein.

(b) The sale and purchase shall include, without limitation, all right, title, and interest of Seller in and to:

(i) all easements, rights-of-way, privileges, appurtenances and other rights, if any, pertaining to the Property, and all right, title and interest of Seller, if any, in and to all strips and gores and any land lying in the bed of any street, road or alley, open or proposed, adjoining the Property; and

(ii) any mineral or other subsurface rights, including, without limitation, coal, gas, oil, element, and other mineral, mining, or subsurface rights or interests associated with the Land (including the rights to receive royalties or other such payments) and their collection and removal from under the Land, to the extent Seller has any rights in the same;

(iii) that tangible personal property owned by Seller and located on or in the Land or Improvements and such other equipment and furnishings located thereon and listed on Exhibit B attached hereto and made a part hereof (collectively, the "**Personal Property**");

(iv) all warranties, guarantees, permits and licenses, consents, approvals, certificates, permits, plans, applications, franchises, authorizations, development rights, drawings, surveys, plans and specifications relating to the Property or the Personal Property (collectively, the Real Property and the Personal Property, the "**Property**").

3. Purchase Price. The purchase price for the Property (the "**Purchase Price**") shall be Four Hundred Eighty Five Thousand and 00/100 Dollars (\$485,000.00), subject to adjustment as provided herein, which amount shall be payable by Buyer to Seller as follows:

(a) Within five (5) business days following the Effective Date, Buyer shall deliver to GRB Law (the "**Escrow Agent**") a refundable earnest money deposit in the amount of Forty Eight Thousand Five Hundred and 00/100 U.S. Dollars (\$48,500.00). 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, the Deposit shall be delivered to Seller, and Buyer shall pay the balance of the Purchase Price to Seller in immediately available funds.

4. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows as of the Effective Date (which representations and warranties shall be true and correct as of the Closing Date as if made on the Closing Date):

(a) Seller has the full power and authority to transfer the Property to Buyer and otherwise execute documents and undertake actions necessary to consummate the transactions contemplated by this Agreement. Seller has not entered into, nor are there, any options to purchase, rights of first refusal, written or oral agreements of sale or other commitments or obligations of purchase with respect to the Property. This Agreement and the execution, performance and consummation thereof constitutes a valid and binding obligation of Seller, enforceable in accordance with its terms, except as the same may be limited or otherwise affected by applicable bankruptcy, insolvency or other laws affecting creditors' rights or contractual obligations generally.

(b) Seller holds and will convey to the Buyer good and marketable fee simple title to the Real Property, subject only to the Permitted Exceptions (as defined herein).

(c) Seller is not a party to any litigation, proceeding, investigation or claim pending or, to Seller's knowledge, threatened, including, but not limited to, any bankruptcy or foreclosure proceedings, which would affect the Property, Seller's title to the Property, or Seller's ability to perform this Agreement, and, to Seller's knowledge, there is no basis for any such litigation, action, proceeding, investigation or claim. There is no pending or threatened action or proceeding by or before any court or other tribunal which arises out of or relates to the Property in any manner.

(d) Seller has not received any written notice of any violation by Seller with respect to the storage, handling, treatment, disposal and production of any Hazardous Substance (defined below) on the Real Property. As used in this Agreement the term "**Hazardous Substance**" means any substance which constitutes, in whole or in part, a pollutant, contaminant or toxic or hazardous substance or waste under, or the generation, use, processing, treatment, storage, release, transport or disposal of which is regulated by, any law, rule or regulation, and shall also include asbestos and any asbestos-containing materials, whether such asbestos is in a friable or non-friable state.

(e) There is no pending or threatened condemnation or taking by eminent domain affecting the Real Property or any proceedings in respect thereof.

(f) Seller has paid all taxes, assessments and other amounts which have been levied against the Property by any governmental authority, except for those which are not yet due and payable. Seller has no knowledge of any pending or threatened tax increase or special assessment affecting the Property or of any planned improvement which may result in a special assessment. Seller has not filed any notice of protest against, or commenced any action or proceeding to review, the real property tax assessments against the Property.

(g) Seller has no knowledge of any geologic fault, abandoned mine or other condition which may adversely affect the support underneath the surface of the Real Property.

(h) Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

(i) All sums payable by reason of any labor or materials heretofore furnished with respect to the Real Property have been paid, and Seller has no knowledge of any dispute in connection therewith.

(j) Seller has filed or caused to be filed all federal, state and local tax returns and information filings which are due as of the Effective Date hereof prior to delinquency and to Seller's knowledge such returns when filed were correct and complete and Seller has paid all taxes owed under such respective tax returns. There are no tax liens outstanding against Seller or any of its assets, other than liens for taxes not yet due and payable. There are no pending tax appeals filed by Seller or any tenant with respect to the Property.

(k) Seller is not, nor will be (i) conducting any business or engaging in any transaction or dealing with any Prohibited Person (as defined in the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107-56, as amended (the "**USA PATRIOT Act**")); (ii) engaging in certain dealings with countries and organizations designated under Section 311 of the USA PATRIOT Act as warranting special measures due to money laundering concerns; (iii) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to Executive Order No. 13224 dated September 24, 2001, relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism"; (iv) a foreign shell bank or any person that a financial institution would be prohibited from transacting with under the USA PATRIOT Act; or (v) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempting to violate, any of the prohibitions set forth in (1) any U.S. anti-money laundering law, (2) the Foreign Corrupt Practices Act of 1977, as amended, (3) the U.S. mail and wire fraud statutes, (4) the Travel Act (18 U.S. C. § 1952), (5) any successor statutes or (6) any regulations promulgated under the foregoing statutes.

5. Representations and Warranties of Buyer. Buyer represents and warrants to Seller as follows as of the Effective Date (which representations and warranties shall be true and correct as of the Closing Date as if made on the Closing Date):

(a) Buyer has the full power and authority to purchase the Property and otherwise execute documents and undertake actions necessary to consummate the transactions contemplated by this Agreement. This Agreement and the execution, performance and consummation thereof constitutes a valid and binding obligation of Buyer, enforceable in accordance with its terms, except as the same may be limited or otherwise affected by applicable bankruptcy, insolvency or other laws affecting creditors' rights or contractual obligations generally. The execution and performance of this Agreement by Buyer will not violate any Law applicable to Buyer or the provisions of any agreements to which Buyer is a party.

(b) Buyer is not a party to any litigation, proceeding, investigation or claim pending or, to Buyer's knowledge, threatened, including, but not limited to, any bankruptcy or foreclosure proceedings, which would affect the Premises or Buyer's ability to perform this Agreement, and, to Buyer's knowledge, there is no basis for any such litigation, action, proceeding, investigation or claim.

6. Buyer's Contingencies.

(a) Diligence Period. During the sixty (60) day period immediately following the Effective Date (the "**Diligence Period**"), Buyer shall have the right to conduct itself, or through its representatives, agents, contractors, or licensees, such inspections, tests, and investigations as it shall deem to be appropriate, at its sole cost and expense, and to elect whether it will proceed with the acquisition of the Property, in its sole and absolute discretion. Such inspections, tests and investigations may include, without limitation the following: (i) physical inspections to determine the condition of the Property, including, but not limited to, the soil condition of the Real Property, and the existence of any environmental or geotechnical condition, by firms selected by and certified to the Buyer, (ii) review of documents, municipal codes, environmental issues or any



other issues that may affect Buyer's ability to use the Real Property for Buyer's intended purpose, (iii) confirmation that all utilities are available and are of sufficient capacity for the Buyer's desired use of the Real Property, (iv) confirmation that all permits, licenses and approvals which are required for the desired use and occupancy of the Real Property may be obtained from applicable authorities, (v) confirmation that the Real Property is free of material defects, (vi) confirmation that the Real Property and the Buyer's intended use of the Property conform to all applicable municipal zoning ordinances and other applicable rules, regulations and laws, and (vii) determination that the Real Property is otherwise satisfactory or appropriate. The foregoing notwithstanding, Buyer shall not conduct any invasive testing, whether inside or outside of the Building, without Seller's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. In addition, Buyer shall, at no cost to Seller, provide Seller with copies of all written reports received by Buyer as a result of its inspections (except with regard to any reports concerning the financial valuation or feasibility of the Real Property). If Buyer, in its sole and absolute discretion, for any reason or no reason, is not satisfied with the results of its inspections of the Property, then Buyer shall have the right to terminate this Agreement by giving written notice of termination to Seller to such effect at any time prior to the expiration of the Diligence Period. The failure of Buyer to send a notice of termination as and when permitted by this Section shall constitute a waiver of this contingency. Notwithstanding the foregoing, Buyer's use of the Property shall be subject to the conditions and restrictions set forth in the Deed and provided in Exhibit C.

(b) Title and Survey Review. During the Diligence Period, Buyer shall have the right to review the matters related to Seller's title to the Property and any survey of the Real Property. Promptly after the Effective Date, Buyer, at Buyer's sole cost and expense, shall obtain a commitment for an ALTA owner's title policy for the Property (the "**Title Commitment**") from a title insurance company or agent chosen by Buyer in its sole discretion (the "**Title Company**"), and may (in its sole discretion) cause a survey of the Real Property (the "**Survey**") to be prepared by a registered land surveyor duly licensed in the Commonwealth of Pennsylvania. The Title Commitment shall contain no exceptions other than such matters as shall be approved by Buyer in accordance with the terms of this Section 6(b) (collectively, the "**Permitted Exceptions**"). Upon completion of the Survey and receipt of the Title Commitment, the legal description on Exhibit A shall be modified, if necessary, to include the legal description set forth on the Survey and/or Title Commitment, and the legal descriptions set forth on the Survey and/or Title Commitment shall be included in the Deed (as defined herein) and such legal descriptions shall be insured, at no additional cost to Buyer, by the Title Company. During the Diligence Period, Buyer shall notify Seller of any exception in the Title Commitment or any matter disclosed in the Survey to which Buyer objects ("**Title Objections**"). Upon notification of Title Objections, Seller shall have ten (10) days within which to cause such Title Objections to be removed from the Title Commitments or cause the matters reflected on the Survey to be removed, as the case may be. In the event that Seller is unable or unwilling to effect such remedy or removal, then Buyer, at its option, may elect to (a) terminate this Agreement by written notice to Seller on or before the last day of the Diligence Period, or (b) waive such Title Objections and proceed to Closing (in which event such Title Objections shall be deemed to be Permitted Exceptions). Notwithstanding the foregoing, Seller shall be obligated at Closing to cause the release or satisfaction of any liens, judgments, mortgages or other monetary encumbrances against the Property.

(c) Effect of Termination. If Buyer shall terminate this Agreement pursuant to this Section 6, then this Agreement shall be terminated, the Deposit shall be returned to Buyer, and neither party shall have any further rights or obligations hereunder (except those that by their express terms survive such termination). If Buyer fails to terminate this Agreement on or before the last day of the Due Diligence Period, then Buyer shall be deemed to have accepted the Real Property, including the title, in its present condition, and Buyer's right to terminate under this Section 6 shall be null, void and of no further force and effect. Seller's failure to respond is deemed to be Seller's decision not to remedy or remove any of Buyer's Title Objections.

7. Matters Prior to Closing.

(a) Access to the Property. Seller shall permit Buyer and its agents, contractors, representatives and consultants to enter and visit the Real Property prior to Closing for the purpose of inspecting the same, subject to and Buyer agrees to perform and comply with, and cause its agents, contractors and consultants to perform and comply with, each of the following conditions and covenants:

(i) Buyer or its agents are to provide Seller with evidence of insurance prior to inspections.

(ii) Buyer shall pay all costs, expenses, liabilities and charges incurred by Buyer or related to such inspections.

(iii) Buyer, at Buyer's sole cost, shall repair all damage or injury caused by Buyer in connection with any such inspections and shall return the Real Property to the condition existing prior to such inspections.

(iv) Buyer shall keep the Real Property free and clear of all liens arising out of any activities conducted by Buyer or Buyer's agents upon the Property.

(v) Buyer shall give at least twenty-four (24) hours prior notice during regular business hours to Seller of any visits to the Real Property that will require access to the interior of the Improvements, and Seller shall cooperate with Buyer to accommodate any such access.

(b) Risk of Loss; Casualty; Condemnation.

(i) Risk of loss of the Real Property shall remain with Seller until delivery of a deed to the Real Property to Buyer. If at any time prior to the Closing any of the Real Property is damaged or destroyed by fire or other casualty, Buyer shall have the right to terminate this Agreement upon written notice to Seller, in which case Seller shall receive and retain all insurance proceeds payable as to the Real Property, if any, the Deposit shall be refunded to Buyer, and neither party shall have any further rights or obligations hereunder (except those that by their express terms survive such termination). Alternatively, Buyer may elect, in its sole discretion, to proceed with the Closing and Seller shall assign to Buyer the right to receive and retain all such insurance proceeds, if any.

(ii)

(c) If at any time prior to the Closing condemnation or eminent domain proceedings are commenced against the Real Property or any portion thereof, Seller shall give prompt notice of such proceedings, and the result of such proceedings (including without limitation the amount of any award or other payment to be received by Seller in respect thereof), to Buyer. If Buyer receives such notice it shall have the option, at any time prior to the Closing by giving notice to Seller to such effect, to (A) terminate this Agreement, or (B) proceed with this Agreement and have assigned to it all awards or other payments to which Seller is entitled on account of such condemnation or taking. If Buyer shall give a notice to the effect specified in clause (B) above, then Buyer shall have the right, at its sole expense, to participate with Seller in any such proceeding, and Seller shall not settle any such proceeding without the prior consent of Buyer. Additionally, if this Agreement is terminated pursuant to this subsection (ii), the Deposit shall be refunded to Buyer, and neither party shall have any further rights or obligations hereunder (except those that by their express terms survive such termination). Operation of the Property. From the date of execution of this Agreement until the Closing Date, Seller shall, at its sole cost and expense:

(i) promptly deliver to Buyer copies of any notice received by any Seller after the date of this Agreement regarding all actions, suits, and other proceedings affecting the Property, or the use, possession or occupancy thereof which may adversely affect Buyer or the Property;

(ii) promptly deliver to Buyer copies of notices received by Seller after the date of this Agreement of releases of Hazardous Substances or any actual condemnation of the Real Property or any portion thereof given by or on behalf of any Federal, state or local agency;

(iii) not suffer or permit waste or any adverse change in (A) the physical condition of the Real Property prior to Closing, ordinary wear and deterioration excepted, or (B) the title to the Property prior to Closing, nor permit any mechanic's lien, materialmen's lien, mortgage, encumbrance, lien or other security interest to be placed or maintained on the Property; not enter into, prior to Closing, any lease, license, or service, maintenance, or other contracts relating to the Real Property, including, without limitation, any lease agreements, with any third party, nor make any commitments or obligations, which will in any way bind Buyer as a successor in interest with respect to the Real Property, without the prior written consent of Buyer in each instance, which consent may be granted or withheld in Buyer's sole discretion, provided, however, that the forgoing shall not prevent Seller from marketing, negotiating or entering into any letters of intent or agreements of sale with respect to the Real Property, subject to the terms and conditions of this Agreement; and

(iv) not disconnect or terminate service for any utilities at the Real Property prior to Closing.

## 8. Closing.

(a) Closing and Closing Date. This transaction shall close (the "**Closing**") at the offices of the Escrow Agent or at via mail through the Escrow Agent at a mutually agreeable day and time by the parties, provided, however, that in no event shall the Closing occur more than thirty (30) days after the last day of the Diligence Period (as defined herein) ("**Closing Date**").



(b) Conditions Precedent to Buyer's Obligations.

(i) In addition to the satisfaction or waiver of the conditions specified in Section 6, the obligations of Buyer hereunder to proceed with the Closing shall be subject to the following:

(A) there must not have occurred any material adverse change in the condition of the Real Property, ordinary wear and deterioration excepted, from that which existed as of the Effective Date or any assessments pertaining to the Real Property which are due and payable after the Closing Date that did not affect the Real Property prior to the Effective Date and of which Seller had actual written notice but that Buyer did not review during the Diligence Period (Buyer shall be entitled to physically inspect the Property prior to Closing for purposes of confirming the same);

(B) the representations and warranties of Seller set forth in this Agreement must be true and correct, in all material respects, on and as of the Closing Date with the same force and effect as though made on and as of such date;

(C) Seller must have performed or complied with, in all material respects, each covenant and agreement to be performed or complied with by it under this Agreement on or prior to the Closing Date;

(D) title to the Property must be free and clear of all liens and other claims which can be satisfied by the payment of money, including without limitation any mortgage liens, tax liens (except taxes not yet due and payable), municipal liens, mechanic's liens and materialmen's liens (except for any such liens for which Buyer is responsible) or which will be satisfied by the payment of money as part of the sale;

(E) there must be no pending or, to the knowledge of Seller, threatened action by or before any court or other tribunal seeking to restrain, prohibit or invalidate any of the transactions contemplated by this Agreement or seeking monetary relief against Seller by reason of the consummation of such transactions, and there shall not be in effect any court order which has such effect; and

(F) Seller must have executed and delivered to Buyer the documents, instruments and other items set forth in Section 8(d) hereof, each of which shall be reasonably satisfactory in form and substance to Buyer and its counsel.

(ii) In the event that any of the foregoing conditions precedent are not satisfied prior to the Closing Date, Buyer shall have the option of: (A) waiving such condition in writing, delivered to Seller on or prior to the Closing Date and proceeding with the transaction contemplated herein; or (B) subject to Section 9(a) herein, terminating this Agreement, upon which Buyer shall be entitled to a return of the Deposit, whereafter the parties shall have no further obligations to each other hereunder, except for obligations which expressly survive termination of this Agreement.

(c) Conditions Precedent to Seller's Obligations.

(i) The obligation of Seller to close this transaction is subject to the satisfactory fulfillment and completion of the following conditions precedent prior to the Closing Date:

(A) the representations and warranties of Buyer set forth in this Agreement shall be true and correct on and as of the Closing Date with the same force and effect as though made on and as of such date;

(B) Buyer shall have performed or complied with, in all material respects, each covenant and agreement to be performed or complied with by it under this Agreement on or prior to the Closing Date;

(C) there shall be no pending or, to the knowledge of Buyer, threatened action by or before any court or other tribunal seeking to restrain, prohibit or invalidate any of the transactions contemplated by this Agreement because of Buyer or seeking monetary relief against Buyer by reason of the consummation of such transactions, and there shall not be in effect any court order against Buyer which has such effect;

(D) Buyer shall have executed and delivered to Seller the documents, instruments and other items set forth in Section 8(e) hereof, each of which shall be reasonably satisfactory in form and substance to Seller and its counsel; and

(E) Buyer shall tender, on the Closing Date, the Purchase Price, subject to any adjustments set forth herein.

(ii) In the event that the foregoing conditions precedent are not satisfied prior to the Closing Date, Seller shall have the option of: (A) waiving such condition in writing, delivered to Buyer on or prior to the Closing Date and proceeding with the transaction contemplated herein, or (B) subject to Section 9(b) herein, terminating this Agreement, whereupon Seller shall be entitled to the Deposit as liquidated damages, and Buyer and Seller shall be relieved of all further liability under this Agreement and this Agreement shall terminate forthwith and be of no further force and effect, except for obligations which expressly survive termination of this Agreement.

(d) Seller's Closing Deliverables. At Closing, Seller, at its sole cost and expense, shall deliver or cause to be delivered to Buyer the following (collectively, the "**Transaction Documents**"), each of which shall be in form and substance in conformity with this Agreement and reasonably acceptable to Buyer:

(i) A fiduciary deed ("**Deed**"), in form and substance reasonably acceptable to Buyer, conveying to Buyer good and marketable title to the Real Property, by any nationally recognized title company at regular rates, free and clear of all liens, encumbrances, easements, rights of way, restrictions and claims conditions and restrictions set forth in the Deed and provided in Exhibit C, which Deed shall be in recordable form, duly executed by Seller, and acknowledged;

(ii) an affidavit in the form reasonably acceptable to the Title Company certifying that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended;

(iii) a settlement statement prepared in accordance with the terms of this Agreement and in a form acceptable to Buyer and Title Company (the "**Settlement Statement**"); and

(iv) any and all other documentation reasonably required by Buyer and/or the Title Company, including, without limitation, an owner's affidavit and documentation evidencing the Seller's authorization to execute the Transaction Documents and to perform the transactions contemplated in this Agreement.

(e) Buyer's Closing Deliverables. At Closing, Buyer will pay the purchase price and, at its sole cost and expense, shall deliver to Seller the following, each of which shall be in form and substance in reasonable conformity with this Agreement:

(i) a duly executed counterpart of the Deed;

(ii) a duly executed copy of the Settlement Statement; and

(iii) any and all other documentation reasonably required by Seller and/or the Title Company, including, without limitation, documentation evidencing the Buyer's authorization to execute the Transaction Documents and to perform the transactions contemplated in this Agreement.

(f) Proration Items.

(i) Water and sewer charges, municipal garbage and rubbish removal charges and real estate taxes shall be prorated as of the Closing Date.

(ii) Real estate taxes shall be prorated as of the Closing Date based upon all real estate taxes levied or estimated to be levied against the Property in the fiscal year of such taxing body applicable to the Closing Date.

(iii) If final bills are not available or cannot be issued prior to Closing for any item being prorated under this Section 8(f), then no later than one hundred eighty (180) days after the Closing Date, Buyer shall prepare and deliver to Sellers a final closing statement (the "**Final Statement**"), which shall correct the estimates and (if necessary) other amounts used in the closing statement prepared at Closing, based on Buyer's post-Closing examination of the books and records of the Property for the applicable periods during which such Closing occurred and on relevant items of revenue or expense discovered after such Closing, including that portion of fiscal year 2024 prior to the Closing Date (and Sellers shall afford Buyer access to such records). Seller shall be deemed to have accepted the Final Statement as prepared by Buyer, except for such items as to which Seller specifically objects in a written notice given to Buyer within fifteen (15) business days after Buyer delivers the Final Statement to Seller. If Seller gives timely and proper notice of objection to any item(s) on the Final Statement, and Seller and Buyer are unable between themselves to resolve each such item and agree upon the Final Statement within thirty (30) days

after Buyer has delivered the Final Statement, then the parties hereto shall mutually agree upon the selection of a national accounting firm to determine the appropriate treatment and amount of the remaining disputed items. The written determination of such accounting firm with respect to each such disputed item shall be binding and conclusive upon all parties hereto and shall become part of the agreed Final statement. Seller and Buyer shall pay in equal shares the fees and other expenses of such firm. Within five (5) business days after Seller and Buyer agree on (or Seller has been deemed to have accepted) the Final Statement or after the last timely objection by Sellers has been resolved under this Section 8(f)(iv), Seller or Buyer (as the case may be) shall pay to the other the net amount owing on the final settlement of the Closing prorations, credits and other adjustments, as shown by the agreed Final Statement.

(g) Closing Expenses. Seller shall be responsible for the cost of Deed preparation (if any), including the costs associated with recording all documents to remove title encumbrances, and for Seller's legal fees and all brokerage commissions with respect to the transaction. Real estate transfer taxes, if any, shall be split equally by Seller and Buyer. Buyer shall be responsible for the cost of recording the Deed, Buyer's legal fees, as well as title insurance and title search fees.

9. Remedies Upon Default.

(a) Seller's Remedies. If Buyer shall default hereunder, as Seller's sole and exclusive remedy, Seller may terminate this Agreement and retain the Deposit as full and complete liquidated damages.

(b) Buyer's Remedies. If Seller shall default hereunder, 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, including, without limitation, reasonable attorneys' fees, not to exceed \$10,000.00, or (ii) bring an action for specific performance.

(c) Remedies Exclusive. The parties agree that the foregoing remedies shall be their exclusive remedies in respect of any default hereunder.

10. Miscellaneous.

(a) Amendments. This Agreement may be amended only by a writing signed by each of the parties, and any such amendment shall be effective only to the extent specifically set forth in such writing.

(b) Assignment. Neither this Agreement nor any right, interest or obligation hereunder may be assigned, pledged or otherwise transferred by either party, whether by operation of law or otherwise, without the prior consent of the other party.

(c) Counterparts; Electronic Execution. This Agreement may be executed in any number of counterparts, and by each of the parties on separate counterparts, each of which, when so executed, shall be deemed an original, but all of which shall constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by fax or in .pdf or other

electronic form shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

(d) Expenses. Except as otherwise specifically provided herein, each party shall be responsible for such expenses as it may incur in connection with the negotiation, preparation, execution, delivery, performance and enforcement of this Agreement.

(e) Governing Law. This Agreement shall be a contract under the laws of the Commonwealth of Pennsylvania and for all purposes shall be governed by and construed and enforced in accordance with the laws of said Commonwealth.

(f) Notices. Unless otherwise specifically provided herein, all notices, consents, requests, demands and other communications required or permitted hereunder, (i) shall be in writing; (ii) shall be sent by messenger, certified or registered U.S. mail, a reliable express delivery service or telecopier or electronic mail (with a copy sent by one of the foregoing means to follow), charges prepaid as applicable, to the appropriate address(es) or number(s) set forth below; and (iii) shall be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (A) a receipt executed by the addressee (or a responsible person in his or her office), the records of the person delivering such communication or a notice to the effect that such addressee refused to claim or accept such communication, if sent by messenger, U.S. mail or express delivery service, or (B) a receipt generated by the sender's telecopier or electronic mail server showing that such communication was sent to the appropriate number or email address, as appropriate, on a specified date, if sent by telecopier or electronic mail. All such communications shall be sent to the following addresses or numbers, or to such other addresses or numbers as either party may inform the other by giving five (5) business days' prior notice:

If to Buyer:

Richland Township  
Attn: Dean Bastianini, Township Manager  
4019 Dickey Road  
Gibsonia, PA 15004  
Email: [dbastianini@richland.pa.us](mailto:dbastianini@richland.pa.us)

*With a required copy to:*

GRB Law  
525 William Penn Place, Suite 3110  
Pittsburgh, PA 15219  
Email: [emueller@grblaw.com](mailto:emueller@grblaw.com)  
Attn.: Emily Mueller, Esquire

If to Seller:

Ms. Barbara Beachley  
6048 Heckert Road  
Bakerstown, PA 15007

*With a required copy to:*

Daniel A. Seibel, Esquire  
301 Grant Street  
Suite 1225  
Pittsburgh, PA 15219

(g) Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such



prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(h) Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of each of the parties and their respective personal representative, heirs, successors and permitted assigns.

(i) Survival; Duration. All representations and warranties of each party contained herein or made in connection herewith shall survive, and shall not be waived by, any investigation by the other party, the execution and delivery of this Agreement or the performance by the parties of their respective obligations hereunder, including without limitation the delivery of the Deed. All covenants and agreements of the parties set forth herein shall continue in full force and effect from and after the date hereof until such date as all of such covenants and agreements have been satisfied in full or waived or this Agreement has otherwise been terminated, except for such covenants and agreements as survive such termination by their own terms.

(j) Termination. This Agreement may be terminated:

(i) by mutual written agreement of Buyer and Seller;

(ii) by Buyer as permitted under Section 6, Section 7(b), Section 8(b) or Section 9(b); or

(iii) by Seller as permitted under Section 8(c) or Section 9(a).

If this Agreement is terminated by Seller or Buyer as provided above then neither party shall have any further obligations or liabilities hereunder except for obligations or liabilities arising from a breach of this Agreement prior to such termination or which survive such termination by their own terms.

(k) Real Estate Agents. Seller and Buyer each (i) represents and warrants to the other party that it has not employed, been represented by or otherwise dealt with any real estate agent, broker or finder in connection with the sale and purchase of the Property, and (ii) agrees to indemnify, defend and hold the other party harmless from and against any and all claims, damages, losses, liabilities, costs and expenses (including without limitation reasonable attorneys' fees and court costs) arising out of or in connection with any breach of the foregoing representation and warranty, or any claim for commissions other than from Seller's Broker or Buyer's Broker.

(l) Waiver of Tender. Formal tender of deed and of the Purchase Price are hereby waived by the parties.

(m) Covenant Not to Record. Neither party shall record this Agreement or file any other public notice of this Agreement and any such recording or filing shall constitute a default by such party hereunder.

(n) Time of the Essence. Time is of the essence with respect to all of the terms, dates and deadlines of this Agreement.

(o) Intentionally Deleted.

(p) 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.

(q) Sewage System. 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.

(r) Bulk Sale Provisions. Intentionally Deleted.

(s) Further Assurances. After Closing, Seller and Buyer each covenant and agree to cooperate with the other and to execute and deliver such further documents and instruments of conveyance, sale, assignment, transfer or otherwise, and take or cause to be taken such other action or further action, as either party shall reasonably request at any time or from time to time in order to effect the terms and provisions of this Agreement, provided that the foregoing shall not increase cost or liability to either party.

(t) Construction. The parties acknowledge that this Agreement has been the subject of full opportunity for negotiation and amendment and that the party that has taken the role of producing drafts hereof shall not suffer adverse construction of any terms or language of this Agreement as a result of such role.

(u) Waiver of Jury Trial. IT IS MUTUALLY AGREED BY AND BETWEEN SELLER AND BUYER THAT THE RESPECTIVE PARTIES HERETO SHALL AND DO HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. EACH PARTY ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THIS WAIVER AND HAS BEEN ADVISED BY COUNSEL AS NECESSARY OR APPROPRIATE. THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY BY THE PARTIES HERETO.

11. DISCLAIMER OF WARRANTIES REGARDING CONDITION OF THE PROPERTY. Buyer acknowledges that the Property is being sold in its "AS-IS", "WHERE-IS"

condition as of the date of Closing and except for any representations and warranties expressly set forth in this Agreement, Buyer will rely exclusively on its own inspections of the Property and is not relying on any express or implied warranties of any kind given by Seller or any representative of Seller regarding the Property, including the physical or environmental condition thereof or the presence of any hazardous materials thereon. This disclaimer of warranties includes, but is not limited to, the warranties of habitability, merchantability, fitness for a particular purpose or any other express or implied warranty.

12. Absolute Contingency.

(a) This Agreement, and Buyer's obligation to purchase the Property hereunder, is expressly contingent upon any tenant permanently vacating the Real Property on or before the expiration of the Diligence Period. If Seller is unable to have any tenant permanently vacate the Real Property prior to the last day of the Diligence Period, then Seller shall have the right to extend the Diligence Period for two (2) additional thirty (30) day periods. Notwithstanding anything to the contrary, Closing shall occur on or before September 30, 2024.

(b) If Seller is unable to have the tenant vacate the Real Property on or before the expiration of the Diligence Period, as may be extended, but not to exceed the date prior to the date of Closing, then Buyer may terminate this Agreement by providing written notice of the same to Seller on or before the last day of the Diligence Period, as the same may be extended. If Buyer terminates pursuant to this Section, Buyer shall be entitled to the return of the Hand Money, and this Agreement shall become null and void and of no further force and effect.

[Signature page follows.]

**SIGNATURE PAGE TO AGREEMENT FOR SALE AND PURCHASE OF REAL ESTATE**

The parties hereby execute this Agreement for Sale and Purchase of Real Estate effective as of the Effective Date defined herein.

**SELLER:**

By: Barbara A. Beachley  
Barbara A. Beachley, Executrix for the  
Estate of Michael C. Beachley and Trustee  
of the Michael C. Beachley Trust

**BUYER:**

TOWNSHIP OF RICHLAND  
By: Raymond P. Kendrick  
Name: Raymond P. Kendrick  
Title: Chairman

Exhibit A

Legal Description of Property

ALL that certain lot or piece of ground situate in the Township of Richland, County of Allegheny, and Commonwealth of Pennsylvania, being Lot No. 1 in the Richland Youth Foundation Plan as recorded in the Office of the Recorder of Deeds of Allegheny County in Plan Book Volume 140, pages 94 and 95.

Being designated as lot 2007-D, Lot 69 in the Deed Registry Office of Allegheny County, Pennsylvania.

CONTAINING an area of 7.919 acres.

HAVING erected thereon a two-bedroom ranch dwelling house.

TOGETHER, with and subject to a certain easement of a right of way for free ingress, egress and regress to and from the sold Grantees, their heirs and assigns, as shown on the said recorded Plan.

BEING the same property that Robert Scott Turner and Patricia Marie Turner, his wife, by Deed dated April 20, 1990 and recorded in the Office of the Recorder of Deeds of Allegheny County in Deed Book Volume 8231, page 614, granted and conveyed unto Michael C. Beachley and Deborah S. Beachley, his wife.



## Exhibit B

### Personal Property

- Stove
- Refrigerator
- Dishwasher

## Exhibit C

### Conditions and Restrictions of Use of Property

The Property may be used for any of the following uses at any time after the deed to the Property is transferred by Seller to Buyer:

- Playground
- Parking
- Hiking trail
- Conservation and environmental education
- Picnic shelter
- Equipment storage
- Use of the house on the Property, including, but not limited to, office, administration, weddings, and other related uses.

The Property shall not be used for any of the following uses for five (5) years following transfer of the deed by Seller to Buyer:

- Tennis
- Basketball
- Swimming
- Tee ball

The Property shall not be used for any of the following uses for twelve (12) years following transfer of the deed by Seller to Buyer:

- Baseball
- Football
- Pickleball
- Soccer

Any lighting installed at the Property shall comply with all applicable Township ordinances. Additionally, to the extent the Property is used by the Township as a playground, tennis court, basketball court, swimming pool, tee ball/baseball field, football field, pickleball field and/or soccer field, exterior lighting used for the purpose of illuminating such playground, court, pool and/or field shall be turned off after such area closes for the evening.

The Township shall install and maintain a buffer, the material, location, and dimensions of said buffer to be in the Township's sole discretion, for the purpose of mitigating the impact of any noise and vehicular lights on the property located at 6048 Heckert Road, Bakerstown, PA 15007. Additionally, to the extent the Property is used by the Township as an open public recreation area, the Township shall prohibit the use of said area after sunset.

Notwithstanding the foregoing, the conditions and restrictions of the use of the Property in this Exhibit C shall be void upon the occurrence of: (i) Barbara A. Beachley permanently vacating her

residence at 6048 Heckert Road, Bakerstown, PA 15007, or (ii) the death or incapacity of Barbara A. Beachley.