

RESOLUTION NO. R-41-2023

A RESOLUTION OF THE TOWNSHIP OF UNITY, COUNTY OF WESTMORELAND, COMMONWEALTH OF PENNSYLVANIA, APPROVING AN AGREEMENT TO SELL REAL ESTATE BEARING WESTMORELAND COUNTY TAX MAP PARCEL NO. 61-18-00-0-062 AND AUTHORIZING THE CONVEYANCE OF SAME SUBJECT TO ITS TERMS

WHEREAS, the Township of Unity, Westmoreland County, Pennsylvania (hereafter the "Township") is the owner of real estate located at the intersection of Klondike Drive and Pond Road in the Village of Marguerite having a mailing address of 250 Pond Road, Latrobe, PA 15650 (hereafter the "Property"); and

WHEREAS, the Property consists of 0.5 acres of land, without improvements, bears Westmoreland County Tax Map Parcel No. 61-18-00-0-062 and is located in an R-3 "Rural Village" Zoning District; and

WHEREAS, the Township acquired the Property on December 10, 2009, by deed from Joseph Metil, single, by David A. Graham, his attorney in fact, for the sum of FOURTEEN THOUSAND AND 00/100 (\$14,000.00) DOLLARS, a copy of the aforesaid deed being attached hereto, made a part hereof and marked Exhibit "A"; and

WHEREAS, the Township, following the procedures of the Second Class Township Code, advertised the Property for sale in an "As Is – Where Is" condition, without warranty except for title, subject to the terms of an Agreement of Sale to be entered by the Township with the highest responsible bidder; and

WHEREAS, the Township received one (1) bid from Joyce A. Valore for the purchase of the Property for the sum of FIFTEEN THOUSAND AND 00/100 (\$15,000.00) DOLLARS, a copy of the bid submitted by Joyce A. Valore being attached hereto, made a part hereof and marked Exhibit "B"; and

WHEREAS, the Board of Supervisors of Unity Township finds that the bid submitted by Joyce A. Valore is consistent with the fair market value of the Property; and

WHEREAS, the Board of Supervisors desire to accept and award such bid to Joyce A. Valore and enter an Agreement of Sale for the conveyance of the Property to her in the form attached hereto as Exhibit "C".

NOW, THEREFORE, WITH THE FOREGOING RECITALS BEING INCORPORATED HEREIN BY REFERENCE THERETO, THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF UNITY, COUNTY OF WESTMORELAND, COMMONWEALTH OF PENNSYLVANIA, HEREBY RESOLVE AS FOLLOWS:

1. THAT, the bid of Joyce A. Valore to purchase the Property referenced herein for the sum of FIFTEEN THOUSAND AND 00/100 (\$15,000.00) DOLLARS attached hereto as Exhibit "B", shall be and is hereby accepted and awarded to her;

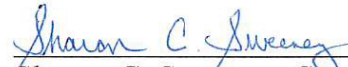
2. THAT, the proposed Agreement of Sale between the Township of Unity and Joyce A. Valore in the form attached hereto as Exhibit "C" shall be and is hereby approved;

3. THAT, the Chairman and Secretary of the Board of Supervisors of Unity Township shall be and are hereby authorized to execute the attached Agreement, and authorize, approve and execute any other documents necessary to effectuate the conveyance contemplated therein, on behalf of the Township.

THIS RESOLUTION IS APPROVED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE TOWNSHIP OF UNITY AT A PUBLIC MEETING HELD THE 14th DAY OF DECEMBER, 2023 AND SHALL BE EFFECTIVE IMMEDIATELY.

ATTEST:

THE BOARD OF SUPERVISORS OF
UNITY TOWNSHIP



Sharon C. Sweeney, Secretary

By: 

Michael J. O'Barto, Chairman

Instr: 200912100049052 12/10/2009
P: 1 of 3 F: \$62.00 3:27PM
Tom Murphy T20090085919
Westmoreland County RecorderC

200912100049052
12/10/2009 3:27:39PM T20090085919
PA TRF TAX \$140.00
GREATER LATROBE \$70.00
UNITY TWP \$70.00
TOTAL TAX \$280.00



I hereby CERTIFY
that this document is
recorded in the
RECORDER'S OFFICE
of Westmoreland County
Pennsylvania

Tom Murphy
Tom Murphy - Recorder of Deeds

THIS INDENTURE

MADE, this 10th day of December, Two Thousand Nine (2009)

BETWEEN:

JOSEPH METIL, unmarried, of Latrobe, Westmoreland County, Pennsylvania by
DAVID P. GRAHAM, his Attorney in Fact, by and through a Power of Attorney dated July 6,
2008 and recorded with the Recorder of Deeds of Westmoreland County, Pennsylvania as
Instrument No. 200807070028684,

Party of the First Part;

A

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D

UPI 61-05225-00000 *JS*

MAP 61 10 00 02

THE TOWNSHIP OF UNITY, a municipal corporation, having its address at 154
Beatty-County Road, Latrobe, Westmoreland County, Pennsylvania 15650,

Party of the Second Part.

WITNESSETH, that the said party of the first part, in consideration of the sum of
Fourteen Thousand and 00/100 (\$14,000.00) Dollars to him now paid by the said party of the
second part, does grant, bargain, sell and convey unto the said party of the second part, its
successors and assigns, the following described property:

ALL that certain tract of land situate in the Township of Unity, County of Westmoreland and
Commonwealth of Pennsylvania, situate at Klondike Drive and Pond Road, in the Village of Marguerite,
and more particularly bounded and described as follows:

BEGINNING at an iron pin at a corner of land conveyed by H.C. Frick Coke Company to John A.
Forish, et. ux., by deed dated February 19, 1939, being also a corner of land conveyed by H.C. Frick Coke
Company to Mark Sugarman, et. ux., by deed dated November 30, 1938; thence along line of said land of
Mark Sugarman, South 47° 37' 20" West, 128.00 feet to a point on line of land conveyed by H.C. Frick
Coke Company to Josef Milewski by deed dated January 17, 1938; thence along line of said land of Josef
Milewski, North 42° 22' 40" West, 170.00 feet to an iron pin at corner of land conveyed by H.C. Frick

Instr: 200912100049062 12/18/2009
P: 2 of 3 F: \$82.00 3:27PM
Tom Murphy T20090005919
Westmoreland County Recorder

Coke Company to John A. Forish, et. ux., aforesaid; thence along line of said land of John A. Forish, et. ux., North 47° 37' 20" East, 128.00 feet; thence continuing by the same, South 42° 22' 40" East, 170.00 feet to the point of beginning.

CONTAINING approximately 21,760 square feet or .5 Acres of land, more or less

This property bears Westmoreland County Tax Map Parcel No. 61-18-00-0-062.

BEING the same premises conveyed to Joseph Metil by deed of Union Supply Company, a Corporation, by deed dated December 19, 1955 and recorded with the Recorder of Deeds of Westmoreland County, Pennsylvania in Deed Book Volume 1571, page 237.

With the appurtenances: To Have and to Hold the same unto and for the use of the said party of the second part, their successors and assigns forever, and the said party of the first part for himself, his heirs, executors and administrators covenant with the said party of the second part, its successors and assigns against all lawful claimants generally, the same and every part thereof to Warrant and Defend.

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 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, 19576, P.L. 984, as amended).

WITNESS the hand and seal of the said party of the first part.

Witness:

PARTY OF THE FIRST PART - JOSEPH METIL

By:



David P. Graham, Attorney in Fact for
Joseph Metil

**THE TOWNSHIP OF UNITY, WESTMORELAND COUNTY, PA
BID FORM FOR THE PURCHASE OF PROPERTY AT
250 POND ROAD, LATROBE, PA 15650 – TAX MAP PARCEL NO. 61-18-00-0-062**

The undersigned submits the bid set forth below to the Board of Supervisors of Unity Township for the purchase of its real estate located at the intersection of Klondike Drive and Pond Road in the Village of Marguerite having a mailing address of 250 Pond Road, Latrobe, PA 15650. In submitting this bid, the Undersigned acknowledges that:

1. The property consists of 0.5 acres of land, without improvements, bears Westmoreland County Tax Map Parcel No. 61-18-00-0-062 and is located in an R-3 "Rural Village" Zoning District;
2. The sale is AS IS – WHERE IS and the Undersigned has inspected the property and is aware of its condition;
3. The Township makes no representations or warranties with respect to the property except to its title
4. If the undersigned is the successful bidder the Undersigned will be required to enter an agreement of sale for the property in a form attached hereto; and
5. If the Undersigned is the successful bidder, the Undersigned will (a) be required to pay all closing costs, transfer taxes, outstanding real estate taxes recording fees and other related costs associated with the transfer, (b) the only costs for which the Township will be responsible will be the preparation of the deed; and, (c) the full purchase price must be paid within sixty (60) days of the date the bid is accepted and contract awarded.
6. The Township reserves the right to reject any and all bids below the fair market value of the property.

In consideration of the foregoing, and with the intent to be legally bound hereby, the Undersigned submits a bid for the purchase of the above property in the amount of:

\$ 15000.00

DATE: 11/22/23

BY: 
(Signature)

Joyce A. Ualove
(Print Name)

BIDDER'S ADDRESS: _____

BIDDER'S PHONE NUMBER: 724-858-6579

AGREEMENT OF SALE AND PURCHASE

THIS AGREEMENT is made and entered by and between the parties set forth hereafter for the sale and conveyance of real estate described herein. It is executed by the parties on the date set forth below. The parties hereto hereby acknowledge and agree as follows:

1. **Parties.** The parties to this agreement are:

SELLER: The Township of Unity, 154 Beatty County Road, Latrobe, PA 15650

BUYER(S): Joyce A. Valore, 157 Continental Drive, Latrobe, PA 15650

TITLE REFERENCE: See Deed recorded at Instrument No. 200912100049502

2. **Sale.** Seller will grant and convey to Buyer by deed of Special Warranty fee simple title to the land described in Subparagraph A below with all appurtenances 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 liens and encumbrances except for those costs and expenses that are Buyer's responsibility under Paragraph 7 hereafter. Title to the Real Estate will be insurable by any licensed title insurance company at regular rates.

A. ALL that property located at the intersection of Klondike Drive and Pond Road in the Village of Marguerite having a mailing address of 250 Pond Road, Latrobe, PA 15650, consisting of 0.5 acres of land, without improvements, bears Westmoreland County Tax Map Parcel No. 61-18-00-0-062 and located in an R-3 "Rural Village" Zoning District (hereafter the "Property").

B. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PROPERTY REFERENCED IN THIS AGREEMENT IS BEING CONVEYED IN AN "AS IS – WHERE IS" CONDITION AND SELLERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING SAME, EXCEPT AS TO TITLE.

3. **Consideration.** Buyer will purchase the Property and pay to Seller the sum of (U.S. Dollars) FIFTEEN THOUSAND AND 00/100 (\$15,000.00) DOLLARS as follows:

A. The sum of \$1,000.00 upon execution of this Agreement as hand money for same. Receipt of same is hereby acknowledged by Seller. The hand money will be held in escrow by Seller and applied to the purchase price at closing. The hand money paid herein is non-refundable.

B. The balance of \$14,000.00 shall be paid in certified funds made payable to the "Township of Unity" on or before the 60th day following the date upon which Buyer's bid was accepted by the Township, here December 14, 2023, at the place of settlement set forth hereafter.

4. **Settlement.** Settlement will be held in the Unity Township Municipal Building, 154 Beatty County Road, Latrobe (Westmoreland County), Pennsylvania 15650. Settlement will be on or before February 14, 2024 at a time and date to be agreed upon by the Buyer and the Seller.

5. **Pre-Settlement Inspection.** Buyers acknowledge that they have inspected the premises prior to the execution of this agreement and are aware of its' condition. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PROPERTY REFERENCED IN THIS AGREEMENT IS BEING CONVEYED IN AN "AS IS – WHERE IS" CONDITION AND SELLERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING THE CONDITION OF SAME.

6. **Sellers' Expense.** Sellers will pay for the preparation charges for the Agreement of Sale and Deed and any expense incurred for title clearance and the cost for all municipal letters.

7. **Buyers' Expense.** Buyers will pay for any title search, title insurance, settlement fees, real estate transfer taxes, real estate taxes which may be assessable against the property, recording charges and all other costs and expenses associated with the transfer.

8. **Possession.** Possession of the property will be delivered to Buyers on date of closing.

9. **Risk of Loss; Insurance.** Risk of loss of the Property will remain upon Sellers until settlement. (Buyers may have an insurable interest in the Property upon the signing of this Agreement. To protect Buyers' own interest, Buyers may obtain fire and casualty insurance with extended coverage on the Property to protect Buyers' interest.)

10. **Default.** Upon default by either Buyers or Sellers, each of the parties hereto shall be entitled to pursue any and all remedies each may have against the other, either at law or in equity, as same may be available under Pennsylvania Law at the time default occurs.

11. **Time of Essence.** If full performance of this Agreement is not completed by the date set forth in Paragraph 4 above, this Agreement shall expire, be null and void, and the Seller shall retain the \$1,000 hand money referenced above as liquidated damages.

12. **Under and Subject.** Buyers 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 or as set forth in the local Ordinances; (B) vehicular or pedestrian easements of record affecting the Property and building limitations imposed by front, rear or side lot lines; (C) water, sewer, gas, electric, cable television, and telephone lines or easements of record or as presently installed; (D) prior grants, reservations or leases of coal, oil, gas or other minerals as shown by instruments of record; (E) easements of record and/or apparent upon inspection of the Property; and (F) any restrictions imposed by local ordinances, including any restrictions imposed by a municipal zoning ordinance.

13. **No Brokerage Fees.** Seller represents, warrant and covenant with Buyer, and Buyer represents, warrants and covenants with Seller, that no brokerage fees or commissions or finders'

fees have been incurred by any of them or are payable, to the best of their respective knowledge, in connection with the transactions contemplated by this Agreement.

14. **Zoning and other Ordinances.** Seller warrants that the current use of the property as "vacant land" is compliant with all municipal ordinances.

15. **Inspection of Property.** It is hereby understood between the parties hereto that the Property has been viewed by Buyer, that the same is being purchased solely in reliance upon such viewing and the inspection to be performed by the Buyers' agent and that there have not been and are no representations or warranties, expressed or implied, with respect to the physical condition of the Property, made by Sellers. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PROPERTY REFERENCED IN THIS AGREEMENT IS BEING CONVEYED IN AN "AS IS - WHERE IS" CONDITION AND SELLERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING THE CONDITION OF SAME.

16. **Sewage Facility Notice.**

 X (a) **The Property is serviced by a public sewage system.**

18. **Coal Notice.** NOTICE—THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR ENSURE 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 I 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.

17. **Additional Provisions.**

- a) This is a sale of unimproved land. Buyer hereby waives their rights to receive a "Sellers' Disclosure Statement" under existing Pennsylvania Law and release Sellers from their obligation to complete a "Sellers' Disclosure Statement" for the property. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PROPERTY REFERENCED IN THIS AGREEMENT IS BEING CONVEYED IN AN "AS IS - WHERE IS" CONDITION AND SELLERS MAKE NO WARRANTIES OR REPRESENTATIONS REGARDING THE CONDITION OF SAME.

18. **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.

19. **Covenant Not to Record.** Buyers will not record this Agreement and any recording of this Agreement by Buyers will constitute a default by Buyer under this Agreement.

20. **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 representative, successors and assigns.

21. **Integration.** 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 that have acted as inducement for the parties' entry of same.

22. **Modification.** This Agreement may not be changed, modified or amended, in whole or in part, except in writing, signed by all parties.

23. **Interpretation.** Wherever used in this Agreement, the singular will include the plural, the plural the singular, and the use of any gender will be applicable to all genders. Paragraph headings and italicized clauses are inserted for convenience only and will not form part of the text of this Agreement.

24. **Jurisdiction and Venue.** This Agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania. Any claims arising hereunder shall be brought in the Court of Common Pleas of Westmoreland County, Pennsylvania.

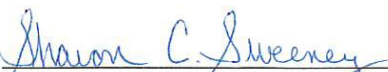
25. **Severability.** The terms and provisions set forth herein are severable. In the event a court of competent jurisdiction enters a final Order declaring any term, condition or provision of this Agreement to be void or invalid, such void and/or invalid term, condition or provision shall be stricken therefrom and the remaining provisions shall carry on and remain in full force and effect.

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

Signed by Buyers this _____ day of _____, 2023.

WITNESS: _____ BUYER: Joyce A. Valore
BY: _____

ATTEST: _____ SELLER: The Board of Supervisors of Unity Township


Sharon C. Sweeney, Secretary

BY: 
Michael J. O'Barto, Chairman