

RESOLUTION NO. R-4-2024

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. 61-18-00-0-063 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 205 Pond Road, Latrobe, PA 15650 (hereafter the "Property"); and

WHEREAS, the Property consists of less than 0.5 acres of land, without improvements, bears Westmoreland County Tax Map Parcel No. 61-18-00-0-063 and is located in an R-3 "Rural Village" Zoning District; and

WHEREAS, the Township acquired the Property on September 13, 1966, by deed from John and Susan Forish for the sum of ONE THOUSAND AND 00/100 (\$1,000.00) DOLLARS, a copy of the aforesaid deed being attached hereto, made a part hereof and marked Exhibit "A"; and

WHEREAS, under the terms of the Second Class Township Code, the Township is authorized to sell real property whose value is less than \$1,500.00 without soliciting bids for same; and

WHEREAS, the Board of Supervisors have received a request from Joyce A. Valore to purchase the Property for \$1,000.00; and

WHEREAS, the Board of Supervisors finds that the \$1,000.00 offer is consistent with the fair market value of the Property; and

WHEREAS, the Board of Supervisors desire to enter an Agreement of Sale for the conveyance of the Property to her in the form attached hereto as Exhibit "B".

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 offer of Joyce A. Valore to purchase the Property referenced herein in Exhibit "A: for the sum of ONE THOUSAND AND 00/100 (\$1,000.00) DOLLARS shall be and is hereby accepted;


2. THAT, the proposed Agreement of Sale between the Township of Unity and Joyce A. Valore in the form attached hereto as Exhibit "B" 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 11th DAY OF JANUARY, 2024 AND SHALL BE EFFECTIVE IMMEDIATELY.

ATTEST:

THE BOARD OF SUPERVISORS OF
UNITY TOWNSHIP


Sharon C. Sweeney, Secretary

By: 
Michael J. O'Barto, Chairman

RECORDED
758611 Y. J. JOHNSON

SEP 13 10 19 AM '66
REC'D
OFFICE OF DEEDS
WESTMORELAND COUNTY
PENNSYLVANIA

DEED To a Corporation (With Coal Notice)

For Sale by J. C. Haly Co., Law Blank Publishers
111 Grant St., Phila. 14, Pa.

VOL 1944 PAGE 109

This Indenture

Given the 13th day of September in the year of our Lord,
one thousand nine hundred and Sixty-Six (1966).

Between JOHN A. FORISH and SUSAN O. FORISH, his wife, of the Township of
Unity, County of Westmoreland and State of Pennsylvania, parties of the first part,

A
N
D

THE TOWNSHIP OF UNITY, a Municipality or Political Sub-division,

a corporation or body politic, created by and existing under the laws of the Commonwealth of
Pennsylvania, having its domicile in the said Township of Unity,

County of Westmoreland of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of
ONE THOUSAND (\$1,000.00) ----- Dollars,

lawful money of the United States of America, unto them well and truly paid by the said
party of the second part, at or before the sealing and delivery of these presents, the receipt whereof
is hereby acknowledged have granted, bargained, sold, aliened, encoffed, released, con-
veyed and confirmed, and by these presents do grant, bargain, sell, alien, encoff, release,
convey and confirm unto the said party of the second part, its successors and assigns, forever.

That certain piece or parcel of land situate in the Township of Unity, County of
Westmoreland and State of Pennsylvania, bounded and described as follows, to wit:-

BEGINNING at a point at an iron pin at a corner common to the tract herein de-
scribed and the land of Josef Milewski and John Sessie; thence extending from said
point of beginning and along the boundary line separating the tract herein described
from the land of John Sessie North 42° 40' East, a distance of 177.47 feet to a
point in or near the center of road to and from Township Road No. 834; thence ex-
tending through a proposed Township Road South 19° 21' 45" East, a distance of
124.81 feet to an iron pin; thence extending through said proposed Township Road
and along the land of Joseph Metil, formerly Union Supply Company, South 47°
37' 20" West, a distance of 128 feet to an iron pin at corner common to lands of
Joseph Metil, Josef Milewski and tract herein described thence extending along
the boundary line separating tract herein described from the land of Josef Milewski
North 42° 22' 40" West, a distance of 99.54 feet to an iron pin at the place of
beginning.

CONTAINING an area of 0.371 acres as per copy of Engineer's Print based on survey
of Gibson-Thomas Engineering Company made in August, 1966, attached hereto and
made part hereof.

BEING part of the same premises granted and conveyed to John A. Forish and Susan
O. Forish, his wife, by deed of H. C. Frick Coke Company dated the 13th of Febru-
ary, 1939 and recorded in Westmoreland County, Pennsylvania in Deed Book Volume
1031, Page 305.

CONVEYANCE is made subject to the various exceptions, reservations, conditions

and provisions and matters contained and set forth in detail in said deed recorded in Westmoreland County, Pennsylvania in Deed Book Volume 1031, Page 305.

NOTICE THE UNDERSIGNED, AS EVIDENCED BY THE SIGNATURE (S) TO THIS NOTICE AND THE ACCEPTANCE AND RECORDING OF THIS DEED, (IS, ARE) FULLY COGNIZANT OF THE FACT THAT THE UNDERSIGNED MAY NOT BE OBTAINING THE RIGHT OF PROTECTION AGAINST SUBSIDENCE, AS TO THE PROPERTY HEREIN CONVEYED, RESULTING FROM COAL MINING OPERATIONS AND THAT THE PURCHASED PROPERTY, HEREIN CONVEYED, MAY BE PROTECTED FROM DAMAGE DUE TO MINE SUBSIDENCE BY A PRIVATE CONTRACT WITH THE OWNERS OF THE ECONOMIC INTEREST IN THE COAL. THIS NOTICE IS INSERTED HEREIN TO COMPLY WITH THE BITUMINOUS MINE SUBSIDENCE AND LAND CONSERVATION ACT OF 1966.

WITNESS:

TOWNSHIP OF UNITY

Regis F. Mchady

BY *Joseph Gencha*

Supervisor



GREATER LATROBE SCHOOL DISTRICT
REAL ESTATE TRANSFER TAX
AMOUNT PAID \$ 10.00
DATE 9/12/66
BY *Rob. J. Radler*

Together with all and singular, the property improvements, ways, waters, water courses, rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said part iea of the first part, in law, equity or otherwise, howsoever, of, in and to the same and every part thereof.

To Have and to Hold the said property, the hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, to and for the only proper use and behoof of the said party of the second part, its successors and assigns, forever.

And

the said part iea of the first part, for themselves, their heirs, executors and administrators, do by these presents covenant, promise and agree to and with the said party of the second part, its successors and assigns, that they, the said part iea of the first part, their heirs, all and singular the hereditaments and premises hereinabove described and granted, or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, its successors and assigns, against them, the said part iea of the first part, and their heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof,

shall and will Warrant and forever Defend.

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. [This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1907, P. L. 954.]

In Witness Whereof, the said part iea of the first part ha ve to these presents set their hand s and seal s . Dated the day and year first above written.

Sealed and Delivered in the Presence of

Regis F. Mahady.

John A. Forish
JOHN A. FORISH
Susan O. Forish
SUSAN O. FORISH
[Seal]
[Seal]
[Seal]
[Seal]
[Seal]
[Seal]

Certificate of Residence.

I, Regis F. Mahady of Mahady & Mahady, Attys do hereby certify that Grantee's present residence is c/o Ruth Murray, Secretary, R. D. # 1, Latrobe, Pennsylvania.

Witness my hand this 13th day of SEPTEMBER 19 66
Regis F. Mahady.

VILLAGE OF MARGUERITE

JOSEF MILEWSKI

JOSEPH MBIL
FORMERLY UNION
SUPPLY COMPANY

0.271 ACS.

JOHN SESSIE

TO
THIRD STREET

JOHN A. FORISH

PROPERTY SURVEY
UNITY TWP. - WESTMORELAND Co., PA.
JOHN A. FORISH

To
UNITY TWP. SUPERVISORS
SCALE 1"=50' - AUG. 1966
GIBSON THOMAS ENGINEERING Co.
LATROBE, PA.



DRAWING No. GT 3205 - Dc - 2

Received, The day of the date of the above Indenture of the above named Township of Unity

the sum of One Thousand (\$1,000.00) Dollars, lawful money of the United States, being the consideration money above mentioned in full.

Witness JAE
SOF

Commonwealth of Pennsylvania, ss.
County of WESTMORELAND

On this 13th day of September A. D. 1966, before me, a Notary Public came the above named John A. Forish and Susan O. Forish, his wife,

and acknowledged the foregoing Indenture to be their act and deed, and desired the same to be recorded as such.

Witness my hand and notarial seal, the day and year aforesaid.

John A. Forish
My Commission Expires Dec. 1, 1969

State of

County of

On this, the day of 19 before me the undersigned officer, personally appeared

known to me (or satisfactorily proven) to be the person whose name subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand and official seal.

Title of Officer.

My Commission Expires

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 Deed Book Volume 1944, Page 109

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 205 Pond Road, Latrobe, PA 15650, containing less than 0.5 acres of land, without improvements, bears Westmoreland County Tax Map Parcel No. 61-18-00-0-063 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) ONE THOUSAND AND 00/100 (\$1,000.00) DOLLARS as follows:

A. The sum of \$100.00 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 \$900.00 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 11th day of January, 2024.

WITNESS:

BUYER: Joyce A. Valore

Johanne Zappetti

BY: Joyce A. Valore

ATTEST:

SELLER: The Board of Supervisors of Unity Township

Sharon C. Sweeney
Sharon C. Sweeney, Secretary

BY: Michael J. O'Barto
Michael J. O'Barto, Chairman