

**REDEVELOPMENT AUTHORITY OF THE  
COUNTY OF FAYETTE, PENNSYLVANIA**

**and  
COUNTY OF FAYETTE,**

**Sellers,**

**and**

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**Purchaser.**

**CONTRACT FOR SALE OF LAND**

MADE on or as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the REDEVELOPMENT AUTHORITY OF THE COUNTY OF FAYETTE, PENNSYLVANIA, a public body and a body corporate and politic created, organized, and existing in accordance with the Urban Redevelopment Law of the Commonwealth of Pennsylvania, Act of May 24, 1945, P.L. 991, as amended, maintaining its principal business office in the City of Uniontown, Fayette County, Pennsylvania, hereinafter referred to as "Authority" or "Seller",

a

n

d

\_\_\_\_\_, a \_\_\_\_\_, maintaining its principal business office at \_\_\_\_\_, hereinafter referred to as "Purchaser",

WITNESSETH, that Sellers agree to grant and convey to Purchaser, and Purchaser agrees to purchase from Seller, the following described premises, hereinafter referred to as the "Property":

**INSERT PROPERTY DESCRIPTION**

UNDER AND SUBJECT to

EXCEPTING AND RESERVING and UNDER AND SUBJECT to all conveyances, restrictions, exceptions, reservations, easements, conditions, and other matters contained in the deeds to the Authority, hereinafter recited, affecting the Property, and in prior deeds, agreements, and surveys affecting the Property that were recorded prior to the Authority having acquired title thereto by virtue of the hereinafter recited deeds.

THIS Contract is made subject to the following terms, provisions, and conditions:

1. Consideration: Purchaser agrees to pay to the Authority as consideration for the Property the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), A down payment in the amount of \_\_\_\_\_ is required upon execution of this contract. Purchaser is required to pay the balance of the consideration in full upon the delivery of a deed as hereinafter set forth.

2. Delivery of Deed and Possession of Property: Seller shall execute, acknowledge, and deliver to Purchaser a good and sufficient Special Warranty Deed for the Property in fee simple and free and clear of all encumbrances at the time that Purchaser shall request same to be done, but no later than \_\_\_\_\_ days following the date of this Contract. Possession of the Property shall be delivered to Purchaser by the Authority on the date of closing. Time is of the essence in regard to said ultimate closing date. In the event that this Contract is not amended, and Purchaser shall fail to close and pay full consideration by the ultimate closing date, this Contract shall be void and unenforceable. In such event, it is specifically understood and agreed upon by the parties hereto that Purchaser shall no longer have the right to purchase the Property under this Contract, and none of the parties hereto shall have any right to recover any damages from any other party hereto, individually or jointly, for a breach of this Contract.

3. Recording of Deed: Purchaser shall promptly record said Special Warranty Deed in the Office of the Recorder of Deeds of Fayette County, Pennsylvania, following the closing, and shall pay all required recording costs.

4. Real Estate Taxes: Since the Authority is exempt from the payment of real estate taxes on the Property so long as the Authority is the owner of same, Seller will not pay any real estate taxes that may become due and owing following the conveyance of the Property from Seller to Purchaser. However, the Authority will pay for any delinquent real estate taxes on the Property that may have been charged to and not paid by a prior owner of the Property who was not exempt from the payment of real estate taxes.

5. Real Estate Transfer Taxes: At Closing, Purchaser shall pay the Pennsylvania Real Estate Transfer Tax, the Brownsville Borough Real Estate Transfer Tax, and the Brownsville Area School District Real Estate Transfer Tax that become due and payable when the Special Warranty Deed conveying title to the Property is recorded.

6. Inspections: From the date of this Contract to the Closing Date, Purchaser shall have the right to inspect, and to perform due diligence and feasibility studies with respect to the Property including, without limitation, a title examination, survey, Phase I environmental studies, soil testing, environmental site assessments, soil and geology assessments, drainage studies, engineering inspections, appraisals, utility availability inspections, access assessments, zoning and land use planning assessments, impact and entitlement fee assessments, and assessments related to the availability of requisite and/or advisable licenses, permits, certificates, authorizations, consents, and other approvals. Purchaser shall have the absolute and unfettered right to terminate this Contract in writing at any point prior to the Closing Date if it determines the Property to be unsuitable or inappropriate for its intended use. Purchaser shall have the right to access the Property in connection with its inspection, due diligence and feasibility studies upon reasonable advance notice to Sellers.

7. Special Warranty Deed Covenants and Restrictions: The Special Warranty Deed of conveyance from Seller to Purchaser shall contain the following express conditions and covenants applicable to the Property during and following construction of the improvements thereon:

(A) Development: **DETAILED DESCRIPTION OF PROPOSED DEVELOPMENT**. Attached hereto, marked "Exhibit "A", and made a part hereof, are schematic plans for improvements and building renovations submitted to Seller by Purchaser for Seller's necessary approval, which shall not be unreasonably withheld, conditioned or delayed.

(B) Surface, Subsurface, Environmental Conditions: Seller makes no representations or warranties in regard to surface, subsurface, and/or environmental conditions of the Property, and shall not be obligated to reimburse Purchaser for any materials or work purchased or performed by Purchaser in regard to same.

(C) Earth Excavation: Any excavated earth and / or materials to be moved by Purchaser during construction shall be moved to an area directed by the Authority. If the Authority has no need for excavated earth and / or materials and so informs Purchaser in writing of same, Purchaser shall have the right to move excavated earth anywhere it desires, so long as the owner of that land approves the move.

(D) Financing and Liens: Purchaser shall pay all real estate taxes and other assessments levied upon the Property when due, and shall not engage in any financing or any other transactions creating any

mortgage or other encumbrance or lien on the Property, whether by express agreement or operation of law, except for the purpose only of obtaining funds to pay the consideration for the Property and for making the required construction improvements to the Property. Seller acknowledges that Purchaser intends to obtain a construction loan in connection with its proposed improvements to the Property which said construction loan shall be secured by a first priority mortgage lien against the Property (the “Construction Financing”). Until the Authority shall issue a final certificate of completion to Purchaser as hereinafter provided, Purchaser and/or Purchaser’s successors and/or assigns shall notify Seller in advance of any financing, secured by a mortgage or other similar lien instrument that it proposes to enter into with respect to the Property, other than the Construction Financing.

(E) Construction Time and Delay: Improvements to be made to the Property by Purchaser in accordance with the approved plans and specifications shall be commenced within \_\_\_\_\_ days after conveyance of the Property, and shall be completed within \_\_\_\_\_ months after commencement thereof. In the event of enforced delay in construction due to unforeseeable causes beyond Purchaser’s control and without its fault or negligence, Purchaser shall not be considered in breach or default of its obligations with respect to the preparation of the Property for development or the commencement and completion of the construction of the improvements if Purchaser seeking the extension shall request it in writing of the Authority within ten (10) days after the beginning of the enforced delay. The time to complete the construction shall be extended for the period of the enforced delay as determined by the Authority.

(F) Mechanics’ Liens and Security: Every prime contract for construction, installation, alteration, repair of, or addition to the Property, where the estimated cost shall exceed Ten Thousand Dollars (\$10,000.00), shall contain a provision obligating the prime contractor to the prompt payment of all material furnished, labor supplied or performed, rental for equipment employed, and services rendered by public utilities in or in connection with the performance of the work, whether or not the said material, labor, equipment, and services enter into and become component parts of the work or improvements contemplated; and every such provision shall be deemed to be included for the benefit of every person, co-partnership, association, or corporation, who as subcontractor or otherwise, has furnished material, supplied or performed labor, rented equipment, or supplied services in or in connection with the performance of the work as aforesaid, and the inclusion thereof in any contract shall preclude the filing by any such person, co-partnership, association, or corporation of any mechanics’ lien claim for such material, labor, or rental of equipment, and further requiring that the

Purchaser shall provide to the Authority evidence of financial security for the prompt payment by the prime contractor for materials, supplies, labor, services, and equipment. Such financial security shall equal 100% of the contract amount, shall be in such form as the Authority may prescribe and may include, but not be limited to, any one or a combination of the following:

- (i) an appropriate bond from a surety company authorized to do business in the Commonwealth of Pennsylvania;
- (ii) an irrevocable letter of credit from a Federal or Commonwealth-chartered lending institution; or
- (iii) a restrictive or escrow account.

(G) Limited Power to Sell: Except with respect to the mortgage granted in connection with the Construction Financing, until Purchaser certifies to the Authority that the construction of the Development has been completed, and a certificate of completion is filed of record sustaining Purchaser's completion of construction of the Development, Purchaser shall be without power to sell or otherwise transfer fee simple title of the Property, or any part thereof.

(H) Required Project Cost Certification: Purchaser and every prime contractor shall provide the Authority with written statements of the estimated cost of every prime contract for construction, installation, alteration, repair of, or addition to the Property. In the event that the total of those estimated costs exceeds One Million Dollars (\$1,000,000.00), Purchaser shall provide to the Authority, and shall cause each contractor to provide or submit to the Authority, a project cost certification performed by one or more independent, third-party certified public accountants establishing the actual total construction costs incurred and paid by the Purchaser and each prime contractor in connection with the redevelopment project. The receipt of the construction cost certificates shall be a condition for receiving a certificate of completion as hereinafter provided.

(I) Revesting of Title to Property: In any of the events that Purchaser (a) fails to complete construction of the Development and obtain a certificate of completion within the time period set forth herein; (b) shall fail to pay real estate taxes on the Property prior to obtaining a required certificate of completion; and/or (c) causes an encumbrance or lien to be entered of record on the Property unauthorized by this

Contract, and fails to cure any or all of said Contract violations at (a), (b), and/or (c) within ninety (90) days after receiving a written demand from the Authority so to do; or (d) violates this Contract by transferring fee simple title to the Property or any part thereof, and fails to cure that violation within sixty (60) days after receiving written demand from the Authority so to do; then the Authority shall have the right to reenter and take possession of the Property and terminate the estate conveyed by Special Warranty Deed to the Purchaser, together with other provisions of this Contract, and title to the Property shall thereupon revert to the Authority; Provided, that the reversion of title in the Authority shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way the lien of any mortgage authorized by this Contract and/or any right or interest provided in this Contract for the protection of the holder of such mortgage.

(J) Discrimination Violation: Purchaser shall not discriminate against any person on the basis of race, color, religion, sex, or national origin in the sale, lease, rental, or use of the Property, including the improvements to be erected thereon.

8. Binding Effect of Deed Covenants and Restrictions: Except as hereinafter provided, the foregoing covenants and restrictions shall be covenants and restrictions running with the land and binding to the fullest extent permitted by law and equity, without any limitation as to time, for the benefit, in favor of, and enforceable by the Authority and/or the Authority's successors and/or assigns, the County, and the United States of America in the case of the covenant provided for at Paragraph 7(J) aforesaid, against the Purchaser and/or Purchaser's successors and/or assigns, and every successor in interest to the Property, or any part thereof, or any interest therein, and any party in possession or occupancy of the Property, or any part thereof, without regard as to whether any stated beneficiary is the owner of any real estate subject to said covenants and restrictions; and, in the event of the breach of any of the aforesaid covenants or restrictions by Purchaser or Purchaser's successors and/or assigns, the aforesaid beneficiaries of said covenants and restrictions shall have the right to exercise all the rights and remedies, or other proper proceedings, to enforce the curing of such breach. The Special Warranty Deed delivered by Seller shall stipulate that the covenants and restrictions contained at Paragraph 7(A) to 7(I), inclusive, shall terminate on the date that the Authority issues a certificate of completion for the Development; provided, however, that the termination of the covenant at 7(D) shall in no way be construed to release the Purchaser from any obligation Purchaser may have to pay real estate taxes or assessments on the Property; and provided further that the holder of any mortgage authorized as aforesaid who obtains title to the Property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof (but not any purchaser at a foreclosure sale other than the holder of the mortgage foreclosed, or any party who obtains title to the Property or any part thereof from

or through a mortgagee who purchases the property or any part thereof as a result of foreclosure proceedings, or action in lieu thereof) shall not be obligated by the provisions hereof to construct or complete the construction of the improvements required herein, or to guarantee such construction or completion; and, even though such holder is not obligated by the provisions hereof to construct or complete the construction of the improvements required herein, or to guarantee such construction or completion, such holder shall not be permitted or authorized, without the consent of Sellers, to devote the Property or any part thereof to any uses, or to construct any improvements thereon, other than those uses or improvements provided for in Purchaser's plans and specifications.

9. Certificate of Completion: Promptly after completion of the Development, the Authority will furnish Purchaser with an appropriate instrument so certifying. The certificate of completion shall be in such form as will enable it to be recorded in the Office of the Recorder of Deeds of Fayette County, Pennsylvania, and shall not be unreasonably withheld, conditioned or delayed.

11. Resale of Property and Disposition of Proceeds: In the event that title to the Property, or any part thereof, shall revert to the Authority by virtue of a default or violation of the Purchaser or its successors and/or assigns as set forth in Paragraph 7(I) hereof, the Authority shall use its best efforts to resell the Property in a commercially reasonable manner to a qualified and responsible party or parties who will assume the obligation of making or completing the construction of the planned improvements. Upon such resale solely by the Authority, the proceeds thereof shall be applied as follows:

(A) First, to reimburse the Authority for all of its costs and expenses incurred in reverting title in itself and reselling the Property, including but not limited to reasonable compensation paid to personnel in connection with the recapture, management, and resale of the Property, or any part thereof; the payment of taxes, assessments, and water and sewer charges with respect to the Property or any part thereof; any payments made or necessary to be made to discharge any encumbrances or liens existing on the Property or any part thereof; any expenditures made or obligations incurred with respect to the making or completion of the Development; and any amount otherwise owing to the Authority by the Purchaser and/or its successors and/or assigns;

(B) Second, to reimburse the Purchaser, its successors and/or assigns, up to an amount equal to the sum of the purchase price for the Property and cash actually invested by Purchaser in performing development less any gains or income withdrawn or made by them from Purchaser's use of the Property; and



(C) Third, any balance remaining after such reimbursements shall be retained by the Authority as its property.

12. Special Provision: This Contract for Sale of Land incorporates all prior negotiations and agreements between the parties hereto, and the parties hereto covenant and agree that no prior agreements between them, whether oral or written, or expressed or implied, shall have any binding force or effect.

13. Removal of Surface Support: The following Notice is included in this Contract pursuant to the Removal of Surface Support Act of the Commonwealth of Pennsylvania which requires that it be included in every agreement of sale executed and delivered with respect to the surface of land for the purpose of selling, conveying, transferring, agreeing to sell, convey, or transfer same:

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 pursuant to Act of July 17, 1957, P.L. 984, Section 1, as amended by the Act of September 10, 1965, P.L. 505, No. 255, Section 1; 52 P.S. 1551.)

14. Bituminous Mine Subsidence: The Bituminous Mine Subsidence and Land Conservation Act of the Commonwealth of Pennsylvania (Act of Sp. Sess. No. 1, April 27, 1966, P.L. 31. Section 14, amended Oct. 10, 1980, P.L. 874, No. 156, Section 1; 52 P.S. 1406.14) requires that the grantor in every deed for the conveyance of surface land in a county in which bituminous coal has been found and is separately assessed for taxation shall certify in the deed whether any structure then or thereafter erected on the land so conveyed is entitled to support from the underlying coal. If the grantor shall not certify that there is such right of support, the grantee shall sign a statement printed in the deed in a contrasting color with no less than twelve point type that he knows that he may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. Such statement shall be preceded by the word "Notice" printed in the same color as the statement with no less than twenty-four point type. Sellers will not certify in Sellers' deed to Purchaser that there is a right of

support as stated, and the parties hereto agree that the following Notice, printed in required form, will appear in the deed conveying the Property and will be signed by Purchaser.

**NOTICE**

**In accordance with the provisions of "Bituminous Mine Subsidence and Land Conservation Act of 1966", I/we, the undersigned grantee/grantees, hereby certify that I/we know and understand that I/we may not be obtaining the right of protection against subsidence resulting from coal mining operations and that the purchased property may be protected from damage due to mine subsidence by a private contract with the owners of the economic interest in the coal. I/we further certify that this certification is in a color contrasting with that in the deed proper and is printed in twelve point type preceded by the word "notice" printed in twenty-four point type.**

15. Binding Effect: This Contract shall bind and inure to the benefit of the parties hereto and their respective successors and/or assigns.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have duly executed this Contract as of the day and year first above written.

REDEVELOPMENT AUTHORITY OF THE  
COUNTY OF FAYETTE, PENNSYLVANIA

By: \_\_\_\_\_, Chairman

Attest: \_\_\_\_\_, Secretary

DEVELOPER

\_\_\_\_\_