

SALE, SETTLEMENT AND RELEASE AGREEMENT

This Agreement (“Agreement”) is made between the Greenfield Estates Homeowners Association (the “Association”) and Cranberry Township (“Cranberry”) (collectively, the “Parties”).

Recitals

WHEREAS, the Association is the owner of a 1.59 acre parcel of land as described in the attached Exhibit “A,” and which shall be referred to as the “Property;” and,

WHEREAS, a dispute has arisen between Cranberry and the Association regarding the location of a walking trail adjacent to, and part of, Graham Park, in relation to the Property; and,

WHEREAS, the parties desire to resolve their dispute pursuant to the terms of this Agreement, which includes the settlement and release of all claims by the Association against Cranberry, its employees, officers, elected officials and agents, in connection with the Association’s past and present interests in the Property; and,

WHEREAS, pursuant and subject to the terms of this Agreement, Cranberry shall purchase the Property from the Association to use the Property for public purposes, including, but not limited to, the Graham Park walking trail; and,

WHEREAS, Cranberry has obtained an appraisal from a person authorized to perform an appraisal on the Property under the Real Estate Appraisers Certification Act, who has no known direct or indirect interest in the Property, as required by Section 1503(d) of the Second Class Township Code; and,

WHEREAS, the consideration to be paid by Cranberry for the Property does not exceed the fair market value opinion stated in the appraisal; and,

WHEREAS, the Board of Supervisors for Cranberry find that the acquisition of the Property and the terms of this Agreement are in Cranberry’s best interests;

NOW, THEREFORE, for the consideration provided in this Agreement, the sufficiency of which is acknowledged, and intending to be legally bound, the Parties agree as follows:

Terms

Cranberry's Responsibilities:

1. Following approval of this Agreement by the Association and the Cranberry Township Board of Supervisors, Cranberry shall obtain subdivision approval for the Property.
2. Cranberry shall conduct all necessary inspections of the Property, including, but not limited to, a title search for the Property, and complete these inspections by no later than **January 31, 2019**. Should any inspections of the Property reveal that the Property is not suitable for use by Cranberry for public purposes, in Cranberry's sole judgment, or that the Association is unable to convey the Property to Cranberry by special warranty deed of marketable title, free and clear of all encumbrances (except as provided in Paragraph 3), then Cranberry, in its sole judgement, may cancel this Agreement by notifying the Association in writing that it is cancelling the Agreement.
3. Cranberry agrees to take title to the Property subject to the following so long it does not permanently interrupt or permanently interfere with the present use of the Property or at any time require removal or alteration of existing improvements: (a) building and use restrictions of record; (b) vehicular or pedestrian easements of record affecting the Property and being along the front, rear or side lot lines; (c) water, sewer, gas, electric, cable television, and telephone lines or easements therefor 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 apparent upon inspection of the Property; and (f) reservations, restrictions, easements, and rights of way as recorded in prior instruments of record, and on any and all plan recordings.
4. If the conditions of Paragraphs 2 and 3 of this Agreement are satisfied, Cranberry shall pay to the Association the sum of **Twenty-thousand, five hundred dollars (\$20,500.00)** upon delivery of the executed deed to the Property by the Association, as provided in Paragraph 10 of this Agreement. Possession of the Property shall be delivered to Cranberry on the date of delivery of the executed deed.
5. Cranberry shall pay all costs of deed preparation, subdivision, recordation and any applicable real estate transfer taxes.

Association's Responsibilities and Release of Claims:

6. Upon execution of this Agreement, the Association shall cooperate with Cranberry's inspections of the Property, including providing Cranberry with access to the Property and any information about the Association's interest in the Property as requested by Cranberry.
7. The Association shall not cause any lien, encumbrance, or mortgage to be incurred for, on, or in connection with the Property.

8. The Association represents and warrants that it is aware of no lien, encumbrance, mortgage or other condition on or of the Property that would prevent the Association from conveying the Property to Cranberry by special warranty deed, as provided in this Agreement.
9. The Association further represents to Cranberry that the undersigned representative of the Association has full legal authority to enter this Agreement for the Association.
10. Unless this Agreement is cancelled by Cranberry pursuant to Paragraph 2, the Association shall deliver to Cranberry by **September 28, 2020**, an executed special warranty deed to the Property of marketable title, free and clear of all encumbrances (except as provided in Paragraph 3).
11. **RELEASE AND SETTLEMENT OF CLAIMS.** In consideration of this Agreement and the sums paid by Cranberry pursuant to Paragraph 4, the Association, its officers, agents, successors and assigns, releases Cranberry, its agents, officers, elected officials, and employees, from all known claims the Association has or may have against Cranberry related to, or arising from, the Property, including, but not limited to: (1) all common law claims; (2) all claims under the United States or Pennsylvania Constitutions; (3) all claims under the Eminent Domain Code, including all claims for just compensation, costs, consequential damages, special damages, delay compensation, interest, and attorney's fees; (4) all other claims for attorney's fees; (5) all other claims for damages; and, (6) all claims under state and federal law. The Association agrees that this Release and Settlement of Claims shall have the broadest possible meaning in favor of Cranberry, its agents, officers, elected officials, and employees, and that the intent and purpose of this Release and Settlement of Claims is to release any and all claims existing as of the date of delivery of the deed to the Property (as provided in Paragraph 10) to the maximum extent permitted by law. This Release and Settlement of Claims shall not take effect if Cranberry exercises its option to cancel this Agreement, as provided in Paragraph 2.

General Terms:

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

13. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

Signed by Cranberry Township this _____ day of _____, 2020.

ATTEST:


TOWNSHIP OF CRANBERRY

Township Manager/Secretary

By: _____
Chairman, Board of Supervisors

(TOWNSHIP SEAL)

Signed by the Greenfield Estates Homeowners Association this 3 day of
September, 2020.

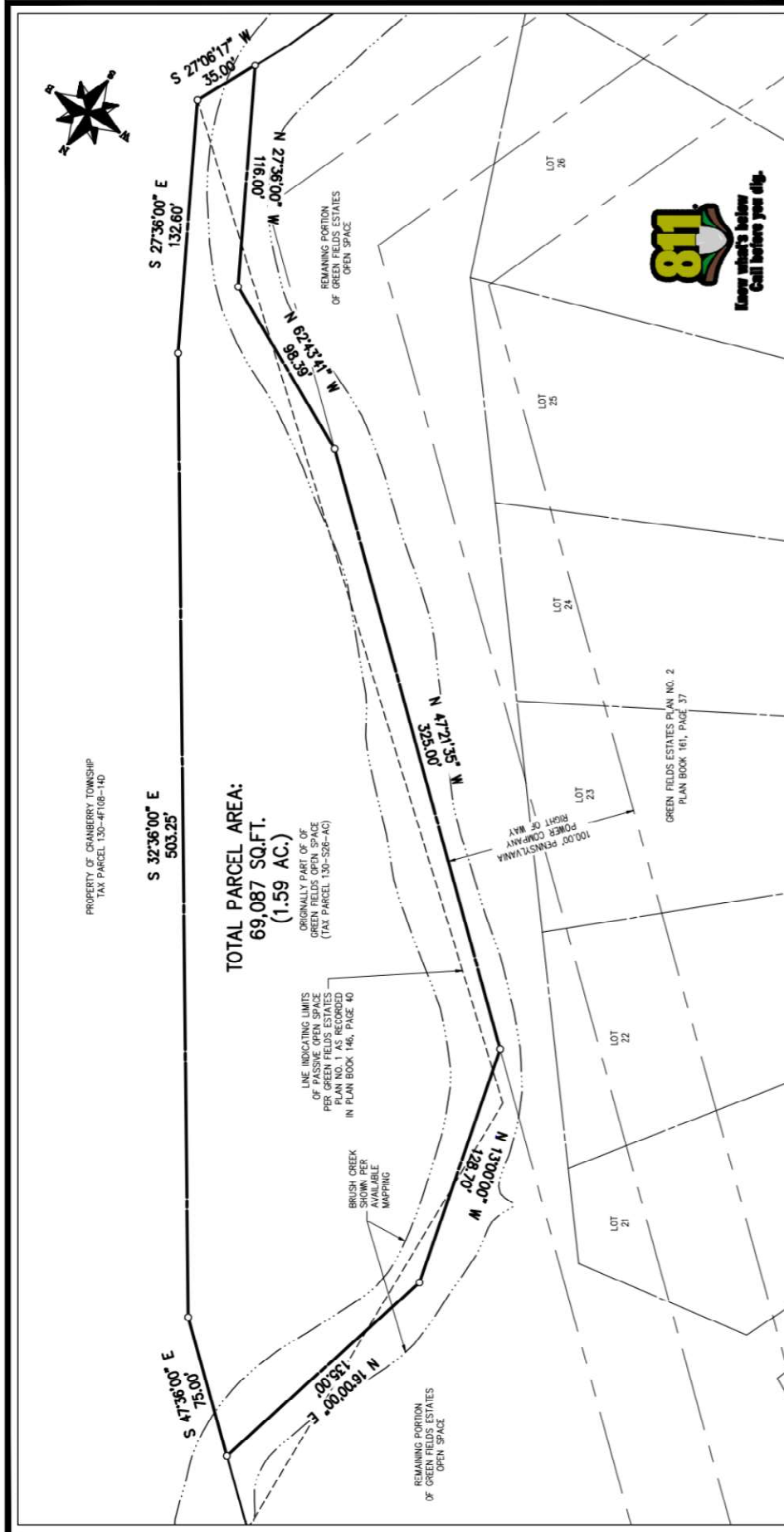


Witness



(SEAL)

Exhibit "A"



PROPOSED PLAN OF LAND ACQUISITION FOR
CRANBERRY TOWNSHIP
BEING A PORTION OF THE OPEN SPACE
OF THE GREEN FIELDS ESTATES PLAN NO. 1
RECORDED AT PLAN BOOK 146, PAGE 40
CRANBERRY TOWNSHIP, BUTLER COUNTY, PA

DRAWING NUMBER:	1004-1818817
DRAWING SCALE:	1"=50'
DATE:	APRIL 26, 2018
INDEX BOOK:	
REVISIONS:	

