

**CITY OF COATESVILLE  
COUNTY OF CHESTER**

**AN ORDINANCE AUTHORIZING AN AMENDMENT TO THE AGREEMENT OF SALE FOR THE PROPERTY LOCATED AT 99 NORTH 9<sup>TH</sup> AVENUE, COATESVILLE, CHESTER COUNTY, PENNSYLVANIA, UPI NO. 16-6-307, THAT WILL EXTEND THE DUE DILIGENCE PERIOD TO NOVEMBER 7, 2022.**

WHEREAS, the City of Coatesville (hereinafter the “City”) is a Home Rule Municipality operating by means of a home rule charter and the laws of the Commonwealth of Pennsylvania; and

WHEREAS, the City and the Coatesville Youth Initiative, a Pennsylvania non-profit corporation, executed a certain Agreement of Sale (the “Agreement”), dated June 9, 2022, with respect to that certain property located at 99 North 9<sup>th</sup> Avenue, Coatesville, Chester County, Pennsylvania, UPI No. 16-6-307 (the “Property”) for the purposes of constructing and maintaining a new community center; and

WHEREAS, the City and the Coatesville Youth Initiative desire to amend the Agreement as outlined in the First Amendment to the Agreement of Sale.

NOW THEREFORE, in accordance with the foregoing authority, which incorporates all rights and powers granted to the City of Coatesville under the Home Rule Charter and Optional Plans Law, its Charter, and the laws of the Commonwealth of Pennsylvania, it is hereby enacted and ordained as follows:

1. The City Council of the City of Coatesville authorizes the President of Council and the City Manager to execute the First Amendment to the Agreement of Sale with the Coatesville Youth Initiative. A true and correct copy of the First Amendment to the Agreement of Sale is attached hereto and incorporated herein by reference as Exhibit “A.”
2. All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed insofar as the same affects this ordinance.
3. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts hereof.
4. This Ordinance shall be effective thirty (30) days after publication following final adoption in accordance with the City Charter.

ENACTED AND ORDAINED this 24<sup>th</sup> day of October, 2022.



\_\_\_\_\_  
Linda Lavender-Norris, City Council President

ATTEST:



\_\_\_\_\_  
James Logan, City Manager

CERTIFICATION

I HEREBY CERTIFY that the foregoing Ordinance was introduced on the 10<sup>th</sup> day of October, 2022, was duly enacted by the Council of the City of Coatesville, Chester County, Pennsylvania, on the 24<sup>th</sup> day of October, 2022, and that the vote upon the said Ordinance has been recorded in the Minutes of the City Council and that the Ordinance has been fully recorded.

# Exhibit “A”

AGREEMENT OF SALE

THIS AGREEMENT OF SALE (as amended, modified or supplemented from time to time, this "Agreement") dated this 9th day of June, 2022 (the "Effective Date") by and between CITY OF COATESVILLE, a third class city, a political subdivision of the Commonwealth of Pennsylvania (hereinafter referred to as "Seller"), having a mailing address of 1 City Hall Place, Coatesville, PA 19320, and the COATESVILLE YOUTH INITIATIVE, a Pennsylvania non-profit corporation (hereinafter referred to as "Buyer"), having a mailing address of 545 E. Lincoln Highway, Coatesville, PA 19320. "COATESVILLE RECREATION ASSOCIATION" CRA, a Pennsylvania non-profit corporation f/k/a Coatesville Memorial Community Center, Inc. ("CRA"), having a mailing address of 99 N. 9<sup>th</sup> Avenue, Coatesville, PA 19320, has joined in this Agreement for the purposes more fully described in Section 11(n) below.

BACKGROUND

A. On or about October 22, 2002, Seller and CRA entered into that certain Agreement Between Coatesville Memorial Community Center, Inc. and the City of Coatesville to Identify Terms for the Transfer of Property (the Coatesville Memorial Community Center Tax Parcel No. 16-6-307) and Coordination of Activities (the "2002 Agreement").

B. Pursuant to the terms of the 2002 Agreement, by Deed of Dedication dated March 27, 2003, recorded at Record Book 5630, Page 2233 (the "2003 Deed"), CRA conveyed certain premises known and identified as 99 North 9<sup>th</sup> Avenue, Coatesville, Chester County, Pennsylvania (UPI No. 16-6-307) which is fully bounded and described in the 2003 Deed (the "Property") to Seller herein.

C. The aforesaid conveyance was subject to certain conditions including the requirement that Seller continue operations of a community center on the Property ("Community Center") and in the event Seller failed or was unable to do so, CRA would have the right to re-acquire title to the Property.

D. On or about April 15, 2008, CRA changed its name from Coatesville Memorial Community Center, Inc. to "Coatesville Recreation Association" CRA.

E. For various reasons, Seller has been unable to continue the operations of the Community Center at the Property.

F. Seller has determined that the current programs of Buyer and the anticipated expansion of such programs are consistent with the mission and objectives of the Community Center and that Buyer would be a suitable and appropriate entity to acquire title to the Property, to construct and maintain the New Building (defined below) and improvements on the Property and to thereafter conduct and operate Buyer's programs at the Property.

G. Any rights of CRA to reacquire title to the Property as set forth in the 2002 Agreement and the 2003 Deed shall be deemed waived or extinguished for the reasons set forth Section 11(n).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, for other good and valuable consideration and with the intent to be legally bound, the parties hereto covenant and agree as follows:

1. SALE OF PROPERTY/ACCURACY OF BACKGROUND RECITALS. Subject to the terms and provisions of this Agreement, including in particular Section 4(d) below, Seller agrees to sell the Property to Buyer, and Buyer agrees to purchase the Property from Seller, together with any improvements thereon, licenses and easements benefiting the property and any appurtenances pertaining thereto, all commitments for and allocations of capacity in any public or quasi-public sanitary sewer system (all of which are collectively included in the term "Property" as used herein). Buyer and Seller acknowledge and agree that the factual recitals set forth in the Background Section of this Agreement are true and correct and that the same are incorporated in this Agreement as a substantive component.

2. PURCHASE PRICE/MANNER OF PAYMENT

(a) The total purchase price for the Property shall be Ten (\$10.00) Dollars ("Purchase Price").

(b) The Purchase Price shall be paid in full at Closing (as defined in Paragraph 5 below).

3. TITLE TO THE PROPERTY.

(a) Title to the Property on the date of Closing shall be good and marketable and free and clear of all liens, assessments, restrictions, encumbrances, easements, reservations, encroachments, leases, claims or possessory rights of third parties, subject only to those matters affecting title to the Property identified as "Permitted Title Exceptions" in accordance with Paragraph 3(b) below, and insurable at regular, standard rates by any reputable title insurance company selected by and at the expense of Buyer. Seller shall not, at any time after the Effective Date, do, permit, or suffer any act or other event which would result in the creation of any lien, encumbrance, or other objection affecting title to the Property not of record as of the Effective Date.

(b) Promptly after the execution of this Agreement, Buyer shall order a title report ("Title Report"). On or before thirty (30) days following the Effective Date, Buyer shall deliver a copy of the Title Report and all exceptions to Seller, together with written notice to Seller of Buyer's objections to title ("Buyer's Title Notice"). Seller shall, on or before thirty (30) days following receipt of Buyer's Title Notice, notify Buyer in writing ("Seller's Title Notice") which of the title objections identified in Buyer's Title Notice Seller will eliminate or otherwise satisfy. In the event Seller is unwilling or unable to eliminate or satisfy one or more of the title objections

identified in Buyer's Title Notice, Buyer may terminate this Agreement within thirty (30) days following Buyer's receipt of Seller's Title Notice, in which event neither party shall have any further rights or obligations whatsoever hereunder. In the event Buyer does not terminate this Agreement in accordance with the foregoing, the "Permitted Title Exceptions" shall mean those matters and title exceptions set forth on the Title Report, excluding those title exceptions Seller has agreed to remove in Seller's Title Notice. Notwithstanding anything to the contrary in this Agreement, in no event shall any lien or monetary encumbrance against the Property be considered a Permitted Title Exception, irrespective of whether or not such liens or monetary encumbrances are identified in Buyer's Title Notice.

(c) Seller shall provide to Buyer's title insurer customary title affidavits, resolutions, and documents as the Buyer's title insurer may reasonably require.

#### 4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF SELLER.

Seller hereby represents and warrants to Buyer, as of the Effective Date and as of the Closing Date, with knowledge of Buyer's reliance thereon, that:

(a) Seller has received no notice of and has no actual knowledge of any violation of municipal or governmental regulation, nor is there any action, suit or proceeding pending or, to the knowledge of Seller, threatened against or affecting the Property by any municipal, governmental, or private party before any court, administrative agency, or other governmental authority with respect to, but not limited to, violations of any housing, building, zoning, fire, safety, environmental, traffic, flood control, or health laws.

(b) There are no outstanding leasehold interests or options to lease or purchase created in favor of any person or party affecting the Property excepting CRA's right to re-acquire the Property as described in the Background Section of this Agreement, which right shall be waived as provided in Section 11(n), and no person, firm, or corporation holds any right of access or possessory right to the Property, and no such rights shall be created by Seller after the Effective Date except as otherwise provided in this Agreement.

(c) Seller has received no notice, nor does Seller have any knowledge that any (i) toxic or hazardous substance, as those terms are defined or regulated in any federal, state or local environmental law or regulation, (ii) petroleum product or petroleum by-product, or (iii) underground storage tank, was ever, or is now, stored, manufactured, buried or disposed of on the Property.

(d) Seller has the power and authority to execute, deliver and perform, and has taken all necessary action to authorize the execution, delivery and performance of the terms and conditions of this Agreement as evidenced by Seller's Ordinance which was adopted at a public meeting of Seller's City Council on March 14, 2022, a copy of which is attached hereto as Exhibit "A" (the "Ordinance").

#### 5. CLOSING.

(a) Consummation of this transaction ("Closing") shall take place on or before one hundred and eighty (180) days following the Effective Date or on such earlier date as may be selected by Buyer upon not less than fifteen (15) days prior written notice ("Closing Notice") to Seller (the "Closing Date"); provided that the Closing Date shall not be any date prior to the date the Ordinance becomes effective.

(b) Closing shall be held in the Chester County office of Buyer's title company or such other location in Chester County that is acceptable to both Buyer and Seller.

(c) The period within which Closing is to be held and all other times referred to herein for the performance of any of the terms and conditions of this Agreement are hereby agreed to be of the essence of this Agreement.

(d) At Closing, Seller shall deliver (or cause to be delivered) to Buyer a special warranty deed to the Property, in recordable form, and otherwise in form and substance satisfactory to Buyer. The metes and bounds description for the Property, may, at Buyer's election, be based on Buyer's survey. In addition, Seller shall deliver to Buyer possession of the Property, unoccupied and free and clear of any leases, tenancies, claims to or rights of use or possession, except for Permitted Title Exceptions.

(e) Title insurance premiums payable at regular basic rates in order to insure Buyer's title to the Property in the manner herein provided shall be paid for by Buyer. If applicable, Seller and Buyer shall each pay one-half of all realty transfer taxes imposed by any governmental authority in connection with the transfer of the Property. All real property taxes, water and sewer rentals, if any, and all other apportionable charges for the fiscal or calendar tax year during which the Closing takes place (exclusive of those assessments referred to in Paragraph 11) shall be adjusted between Seller and Buyer as of the Closing Date.

6. DUE DILIGENCE EXAMINATION/DUE DILIGENCE PERIOD. Buyer shall at all times during the term of this Agreement have the right of access to and entry upon the Property at reasonable times, and following written notice to the Seller, for any and all purposes related to the carrying out and consummation of the terms of this Agreement, including, but not limited to, the conducting of any tests, surveys and studies desirable or necessary for determining whether the Property will support Buyer's intended use and/or development ("Due Diligence Examination"). In the event Buyer's tests, surveys and/or studies result in any disturbance to the Property, Buyer shall restore the Property to the extent reasonably practical to the condition that existed prior to any such test, survey, or study performed by Buyer. In the event Buyer is dissatisfied with the results of any component of the Due Diligence Examination, or for any other reason, in Buyer's sole and absolute discretion, Buyer shall have the right to terminate this Agreement by giving written notice to Seller on or before ninety (90) days of the Effective Date (the "Due Diligence Period"). In the event Buyer terminates this Agreement, as aforesaid, neither of the parties shall have any further rights or obligations under this Agreement.

7. APPROVALS. Buyer shall in good faith and with diligence as soon as reasonably possible following Closing seek all permits and approvals required for Buyer to develop, occupy, and use the Property for a new Community Center ("New Building") with a design, dimensions and

parking acceptable to Buyer. All permits and approvals necessary to construct the New Building are collectively referred to herein as the "Approvals".

8. DEFAULT. If either party ("Defaulting Party") violates or fails to fulfill or perform any of the terms or conditions of this Agreement applicable to it, and fails to cure said default within thirty (30) days of the other party's ("Non-defaulting Party") written notice of default, the Non-defaulting Party shall have the right to terminate this Agreement, as Non-defaulting Party's sole remedy. Upon termination of this Agreement, based on Defaulting Party's default, neither of the parties shall have any further rights or obligations under this Agreement, except that if Buyer is the Defaulting Party, Buyer shall reimburse Seller's legal fees incurred in connection with this Agreement up to an amount which shall not exceed Five Thousand (\$5,000) Dollars.

9. RISK OF LOSS. Seller shall bear risk of loss from fire or other casualty until the Closing Date. Buyer shall obtain liability insurance in connection with activities on or involving the Property permitted by this Agreement, including, but not limited to the right of entry onto the Property. In the event of damage to all or any portion of the Property by fire or other casualty, Buyer shall have the option of rescinding this Agreement or of accepting the Property in its then-condition, together with the proceeds of any insurance recovery obtainable by Seller. Furthermore, Seller agrees to assign all unpaid claims and rights of Seller in connection with said losses to Buyer at Closing. Buyer is hereby notified that if coverage is available it may insure its equitable interest in the Property as of the Effective Date.

10. ASSESSMENTS FOR MUNICIPAL IMPROVEMENTS. Seller shall pay for all work and improvements done or ordered to be done by any municipal or public authority prior to the Closing Date which may become a lien against the Property. If, as of the Closing Date, the Property, or any portion thereof, shall be affected by any assessment which is required to be paid by Seller hereunder and which is or may be payable in annual or other installments, then, for the purpose of this Agreement, all of the unpaid installments of any such assessment(s), including those which would become due and payable after Closing is completed hereunder, shall be deemed to be due and payable and liened upon the Property and shall be paid and discharged by Seller at Closing (by credit to Buyer, if necessary).

11. MISCELLANEOUS.

(a) Brokers/Realtors Commission. Seller and Buyer each represent to the other that there are no brokerage or other commissions payable in connection with the sale of the Property contemplated herein. Seller and Buyer each hereby agree to indemnify and hold the other harmless from and against, and in respect of, any claim for brokerage or other commissions relating to this Agreement, or to the transactions contemplated hereby, based in any way upon agreements, arrangements or undertakings claimed to have been made by themselves and a third party.

(b) Notices. All notices, requests and other communications under this Agreement shall be in writing and shall be sufficiently given or made only if sent prepaid by (i) certified mail, return receipt requested, (ii) overnight courier of national or regional recognition (such as UPS or Federal Express), (iii) personal delivery, (iv) via confirmed facsimile



transmission, with a hard copy mailed the following business day by first class mail, or (v) via email with proof of delivery. All notices, approvals or communications given or made hereunder shall be deemed given on the date personally delivered or on the date faxed or mailed. Notices shall be sent as follows:

If intended for Buyer:

Coatesville Youth Initiative  
545 E. Lincoln Highway  
Coatesville, PA 19320

with a copy to:

Joseph G. Riper, Esquire  
Riley Riper Hollin & Colagreco  
717 Constitution Drive, Suite 201  
PO Box 1265  
Exton, PA 19341  
Phone No.: (610) 458-4400

If intended for Seller:

City of Coatesville  
1 City Hall Place  
Coatesville, PA 19320

with a copy to:

Robert Jefferson, Esquire  
Gawthrop Greenwood PC  
17 East Gay Street, St. 100  
West Chester, PA 19381  
Phone No.: (610) 696-8225

(c) Entry. For so long as this Agreement shall remain in full force and effect, Seller shall permit Buyer or any person or entity Buyer may designate to enter upon the Property at all reasonable times, at Buyer's sole risk and expense, prior to Closing to perform such engineering, soil, feasibility and other related studies as Buyer deems appropriate. Buyer agrees to hold Seller harmless from and against any and all claims for damages or losses that may be suffered by reason of Buyer's (or their designee's) entry on the Property. In the event this Agreement is terminated at any time prior to Closing, Buyer shall restore the Property to as close to its condition prior to entry as is reasonably practical. The Seller shall have the exclusive right to use and occupy the Property until the Closing.

(d) Maps, Plans, Surveys, Test Reports, Etc. Seller shall, within five (5) days of the Effective Date, deliver to Buyer, without charge, any and all plans, maps, surveys,

descriptions, title reports, test reports, permits, certifications, licenses, approvals and other documentation respecting the Property in existence as of the Effective Date (collectively, the "Plans and Reports"), which Plans and Reports shall be returned to Seller by Buyer if Closing is not completed hereunder. If Closing is completed hereunder, Seller agrees to assign to Buyer, without charge, all of Seller's right, title and interest in and to the Plans and Reports at Closing, with all professional fees therefor paid in full.

(e) Representations and Warranties; Survival. Each representation and warranty of Seller made herein shall be deemed to be made again as of the Closing Date and shall not survive Closing or the termination and cancellation of this Agreement, as the case may be.

(f) Recording Not Permitted. Neither this Agreement, nor a memorandum of this Agreement shall be recorded.

(g) Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter contained herein and supersedes all previous negotiations and agreements, written or otherwise, with respect thereto. This Agreement may not be amended except in a writing signed by both Buyer and Seller.

(h) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, successors and assigns. This Agreement may not be assigned in whole or in part by Buyer without Seller's consent.

(i) Headings. The headings preceding the text of the paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Agreement, nor shall they affect the meaning or construction of any provision hereof.

(j) Calculation of Time. Whenever in this Agreement a period of time is stated as a number of days, it shall be construed to mean calendar days; provided, however, that when any period of time stated in days, weeks, months or years would end on a Saturday, Sunday or legal holiday, such period shall be deemed to end on the next day following which is not a Saturday, Sunday or legal holiday.

(k) Governing Law. This Agreement shall be construed and enforced in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict of laws principles. The venue of any dispute shall be the Court of Common Pleas of Chester County.

(l) Counterparts. This Agreement may be signed in two or more counterparts (or with counterpart signature pages) which, taken together, shall constitute a fully executed Agreement and shall be considered a single document. The parties agree that this Agreement, and any amendments to this Agreement that the parties may wish to enter, may be transmitted between them by facsimile machine. The parties intend that faxed or photocopied signatures shall constitute original signatures and that a fully executed, faxed Agreement containing the signatures (original or faxed) of all the parties shall be binding on the parties.

(m) Buyer's Post-Closing Covenants, Buyer covenants and agrees with Seller, which covenants and agreements shall survive Closing as follows:

(i) as soon as reasonably practical following Closing, but in no event more than one hundred and eighty (180) days following Closing, Buyer shall initiate the process to obtain the Approvals and shall thereafter diligently and good faith pursue all of the Approvals so that Buyer is entitled to issuance of a building permit for the New Building;

(ii) within one hundred and eighty (180) days following the date on which the Approvals have been issued and have become unappealable, with no appeal having been taken, weather conditions permitting, Buyer shall commence demolition of all existing structures on the Property (if such structures have not been previously demolished) and the construction of the New Building;

(iii) upon completion and occupancy of the New Building, which upon completion shall include an interior replication of certain art work known as the "9<sup>th</sup> Street Mural", Grantee shall continuously operate and maintain the New Building in the furtherance of its mission to contribute to the future of the Coatesville Community by engaging youth in experiences intended to support their success in school and life, to unite a wide range of partners to enhance and improve the Coatesville Community by implementing programs which address the needs all of the residents of the Coatesville Community and to recognize the contributions and service of the many African Americans veterans from the Coatesville Community ;

(iv) in the event Buyer fails or is unable to commence construction of the New Building within three (3) years of the date of Closing, Seller shall have the right, following a notice and cure period of six (6) months, to repurchase the Property for Ten Dollars (\$10.00); and

(v) in the event Buyer completes construction of the New Building and commences Buyer's activities as a Community Center therein but then discontinues, abandons or is no longer able to continue the Community Center function of the Property for a continuous period of more than six (6) months, which period shall be extended as reasonably necessary if any discontinuance of operations is the result of circumstances beyond the control of Buyer, Seller shall have the right, in the event Buyer fails to resume the Community Center function prior to the expiration of a notice and cure period of six (6) months, to require Buyer to convey title to the Property back to the Seller, or to an entity designated by the Seller that would be a permitted transferee in the event of Buyer's dissolution as set forth in Buyer's By-Laws (which

Buyer confirms do, or will prior to Closing, conform to the requirements of Section 501(c)(3) of the Internal Revenue Code, as amended), for Ten Dollars (\$10.00).

The foregoing covenants shall be set forth as covenants in the deed which conveys the Property to Buyer with the language set forth in Exhibit "B".

(n) Status and Waiver of CRA. The only surviving persons known to Buyer and Seller to have had material involvement in the activities of CRA as both as members of the Board of Directors and/or as President or other Officer of CRA are Earl Johnson, Felicia Simone and Karol Williamson. Earl Johnson, Felicia Simone and Karol Williamson have signed this Agreement for the purpose of confirming that: (1) Seller has offered CRA the opportunity to repurchase the Property pursuant to the 2002 Agreement and the 2003 Deed; (2) CRA has been an inactive organization for a number of years; (3) that each believes the commitments made by Buyer in connection with Buyer's acquisition of the Property will carry on the mission of CRA; (4) CRA is not financially or organizationally capable of exercising repurchase rights as set forth in the 2002 Agreement and 2003 Deed and/or enforcing the covenant set forth in the 2002 Agreement and the 2003 Deed that the building erected on the Property will be perpetually named the "Coatesville Memorial Community Center"; and (5) upon transfer of the Property to Buyer, CRA's right of repurchase and the naming covenant set forth in the 2002 Agreement and 2003 Deed are properly considered waived, abandoned and extinguished. Earl Johnson, Felicia Simone and Karol Williamson are willing to provide such additional information regarding the foregoing as may be within their knowledge and control to Buyer's title company, if requested. Buyer acknowledges and agrees that if CRA, Earl Johnson, Felicia Simone and/or Karol Williamson cannot or will not provide additional documentation or information to Buyer's title company, such failure to do so shall not constitute a default of Seller under this Agreement.

*Seamon*  
*Smith-Williamson*

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have hereunto executed and delivered this Agreement the day and year first above written.

WITNESS/ATTEST:

SELLER:

CITY OF COATESVILLE

\_\_\_\_\_

By: \_\_\_\_\_  
Print Name:  
Title:

WITNESS/ATTEST:

BUYER:

COATESVILLE YOUTH INITIATIVE

DocuSigned by:  
*Jennifer McNeil*

Jennifer McNeil  
Jennifer McNeil Chair of the Board

By: \_\_\_\_\_  
Print Name: *Jarvis Berry*  
Title: *Executive Director*

For the purposes of Section 11(n) only, as representatives of:

WITNESS/ATTEST:

"COATESVILLE RECREATION  
ASSOCIATION" CRA,  
f/k/a Coatesville Memorial Community Center, Inc.

\_\_\_\_\_

By: *Earl Johnson*  
Name: Earl Johnson

*Vickie Dennison*

By: \_\_\_\_\_  
Name: Felicia Simone Seamon

By: \_\_\_\_\_  
Name: Carol Williamson

EXHIBITS

Exhibit "A"      Ordinance  
Exhibit "B"      Deed Restriction

EXHIBIT "A"  
ORDINANCE  
TO BE ATTACHED

**CITY OF COATESVILLE  
COUNTY OF CHESTER**

**AN ORDINANCE AUTHORIZING THE CITY OF COATESVILLE TO SELL THE CITY'S PROPERTY LOCATED AT 99 NORTH 9<sup>TH</sup> AVENUE, COATESVILLE, CHESTER COUNTY, PENNSYLVANIA, UPI NO. 16-6-307, TO THE COATESVILLE YOUTH INITIATIVE, A PENNSYLVANIA NON-PROFIT CORPORATION, FOR PURPOSES OF CONSTRUCTING AND MAINTAINING A NEW COMMUNITY CENTER TO CARRY OUT THE PROGRAMS AND MISSION OF THE COATESVILLE YOUTH INITIATIVE, FOR A SALE PRICE OF TEN AND 00/100 DOLLARS (\$10.00).**

WHEREAS, the City of Coatesville (hereinafter the "City") is a Home Rule Municipality operating by means of a home rule charter and the laws of the Commonwealth of Pennsylvania; and

WHEREAS, pursuant to §2964 of the Home Rule Charter and Optional Plans Law, municipalities adopting a home rule charter shall have the power to buy, sell, lease, hold and dispose of real and personal property; and

WHEREAS, pursuant to §2-301.G of the Charter of the City of Coatesville, Council shall purchase, convey, lease or authorize the purchase, conveyance or lease of real property by ordinance; and

WHEREAS, pursuant to §12402.1 of the Third Class City Code, any requirement for advertising for bids and sale to the highest bidder imposed shall not apply where real property of the City is sold to certain nonprofit organizations, provided that, when any real property is no longer used for the purpose of the conveyance, the real property shall revert to the City; and

WHEREAS, the City seeks to sell its property located at 99 North 9<sup>th</sup> Avenue, Coatesville, Chester County, Pennsylvania, UPI No. 16.6-307 (the "Property") to the Coatesville Youth Initiative for ten and 00/100 dollars (\$10.00) for the purposes of constructing and maintaining a new community center; and


NOW THEREFORE, in accordance with the foregoing authority, which incorporates all rights and powers granted to the City of Coatesville under its Charter and the laws of the Commonwealth of Pennsylvania, it is hereby enacted and ordained as follows:

1. The City Council of the City of Coatesville authorizes the President of Council and the City Manager to execute the Agreement of Sale with the Coatesville Youth Initiative, in substantially the form attached hereto as Exhibit "A," with such modifications, other than the sale price to be paid and right of reversion, as may be necessary to comport with the City Charter, the General Laws of the City of Coatesville, this Ordinance, and as may be in the best interest of the City of Coatesville.



2. All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed insofar as the same affects this ordinance.
3. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts hereof.
4. This Ordinance shall be effective thirty (30) days after publication following final adoption in accordance with the City Charter.

ENACTED AND ORDAINED this 14<sup>th</sup> day of March, 2022.

  
Linda Lavender-Norris, President City Council

ATTEST:

  
James Logan, City Manager

CERTIFICATION

I HEREBY CERTIFY that the foregoing Ordinance was introduced on the 28<sup>th</sup> day of February 28, 2022, was duly enacted by the Council of the City of Coatesville, Chester County, Pennsylvania, on the 14<sup>th</sup> day of March, 2022, and that the vote upon the said Ordinance has been recorded in the Minutes of the City Council and that the Ordinance has been fully recorded.

**EXHIBIT "B"**  
**DEED RESTRICTION**

UNDER AND SUBJECT, NEVERTHELESS, TO THE FOLLOWING CONDITIONS AND COVENANTS: (i) Grantee shall, not more than one hundred and eighty (180) days following the date of this Deed, initiate the process to obtain, and shall thereafter diligently and good faith pursue, all of the municipal and governmental approvals necessary to obtain a building permit for a new community center to be constructed on the premises conveyed hereby; (ii) within one hundred and eighty (180) days following the date on which the said municipal and governmental approvals have been issued and obtained, weather conditions permitting, Buyer shall commence demolition of all existing structures on the premises conveyed hereby (if such structures have not been previously demolished) and thereafter commence construction of the community center; (iii) upon completion and occupancy of the community center, which upon completion shall include an interior replication of certain art work known as the "9<sup>th</sup> Street Mural", Grantee shall continuously operate and maintain the community center in the furtherance of its mission to contribute to the future of the Coatesville Community by engaging youth in experiences intended to support their success in school and life, to unite a wide range of partners to enhance and improve the Coatesville Community by implementing programs which address the needs all of the residents of the Coatesville Community and to recognize the contributions and service of the many African Americans veterans from the Coatesville Community ; (iv) in the event Grantee fails or is unable to commence construction of the community center within three (3) years of the date of this Deed, the Grantor shall have the right, following written notice to Grantee and a cure period of six (6) months, to require the conveyance of the premises conveyed hereby to Grantor for Ten Dollars (\$10.00); and (v) in the event Grantee completes construction of the community center and commences Grantee's its mission activities therein but then discontinues, abandons or is no longer able to continue such activities for a continuous period of more than six (6) months, which period shall be extended as reasonably necessary if any discontinuance of operations is the result of circumstances beyond the control of Grantee, Grantor shall have the right, in the event Grantee fails to resume its mission activities following written notice and cure period of six (6) months, to require Grantee to convey the premises conveyed hereby to Grantor, or to an entity designated by the Grantor that would be a permitted transferee in the event of Grantee's dissolution in either instance for Ten Dollars (\$10.00), so long as such permitted transferee satisfies the requirements of Section 501(c)(3) of the Internal Revenue Code, as amended.