

**CITY OF COATESVILLE
COUNTY OF CHESTER**

AN ORDINANCE AUTHORIZING THE CITY OF COATESVILLE TO REACQUIRE THE PROPERTY LOCATED AT 99 NORTH 9TH AVENUE, COATESVILLE, CHESTER COUNTY, PENNSYLVANIA, UPI NO. 16-6-307, FROM THE COATESVILLE YOUTH INITIATIVE, A PENNSYLVANIA NON-PROFIT CORPORATION, FOR A SALE PRICE OF TEN 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, the City seeks to reacquire the property located at 99 North 9th Avenue, Coatesville, Chester County, Pennsylvania, UPI No. 16-6-307 (the “Property”) from the Coatesville Youth Initiative for ten dollars (\$10.00); 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, 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 All ordinances or parts of ordinances conflicting with any provisions of this ordinance are hereby repealed insofar as the same affects this ordinance.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 25 day of November, 2024.



Linda Lavender Norris, President City Council

ATTEST:



James Logan, City Manager

CERTIFICATION

I HEREBY CERTIFY that the foregoing Ordinance was introduced on the 12 day of November, 2024, was duly enacted by the Council of the City of Coatesville, Chester County, Pennsylvania, on the 25 day of November, 2024, 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 Re-Conveyance

THIS AGREEMENT OF RE-CONVEYANCE (as may be amended, modified or supplemented from time to time, this "Agreement") is made and executed this _____ day of _____, _____, by the CITY OF COATESVILLE, a third class city, a political subdivision of the Commonwealth of Pennsylvania (the "City") and the COATESVILLE YOUTH INITIATIVE, a Pennsylvania non-profit corporation ("CYI").

Background

A. On or about January 27, 2023, the City executed a certain deed dated January 27, 2023 but stated to be effective January 30, 2023, recorded on February 3, 2023 in the Office of the Recorder of Deeds in and for Chester County at Book 11010, Page 648 (the "Deed") by which the City conveyed to CYI certain premises with improvements thereon situate at the corner of Ninth Avenue and Chestnut Street, City of Coatesville, Chester County, Pennsylvania, being Tax Parcel 16-6-307E (the "Property").

B. The Deed was under and subject to certain covenants and conditions with respect to the renovation and occupancy of the existing structure on the Property, which covenants and conditions are more fully set forth in the Deed (collectively, the "Conditions").

C. The terms of the Conditions require that in the event the Conditions were not timely and fully satisfied that CYI would be obligated to reconvey the Property to the City, pay the Pennsylvania Realty Transfer Taxes associated with the reconveyance, and make a reimbursement payment to the City in the amount of \$5,000.

D. CYI hereby acknowledges and agrees that it has not and will not be able to fully and timely satisfy the Conditions, waives any notice and cure rights in connection with the Conditions, and that it desires to reconvey the Property to the City and to make the payments to the City set forth in this Agreement.

Agreement

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. The purpose of this Agreement is to confirm CYI's obligation to reconvey the Property to the City pursuant to the provisions of the Deed and the City's acceptance of the Property from CYI, together with any improvements thereon, licenses and easements benefiting the Property and any appurtenances pertaining thereto. CYI and the City 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. Upon Closing (hereinafter defined), the City acknowledges and agrees that CYI will have fully satisfied and discharged all of its obligations to the City in any way related to the Conditions.

2. PURCHASE PRICE/PAYMENTS. The total purchase price for the Property shall be Ten (\$10.00) Dollars ("Purchase Price"). Additionally, CYI shall pay the City Five Thousand Dollars (\$5,000) as reimbursement to the City for costs incurred by the City in connection with its original conveyance of the Property to CYI and this reconveyance pursuant to this Agreement (the "Reimbursement Payment"). The Purchase Price and Reimbursement Payment shall be paid at Closing (hereinafter defined) by CYI's check.

3. Title. CYI shall convey to the City good and marketable fee simple title to the Property, insurable at regular rates by a reputable title insurance company authorized to do business in the Commonwealth of Pennsylvania (the "Title Company") as selected by the City, subject only to such matters of record that affected title to the Property on the date the Deed was executed and title to the property was transferred to CYI ("Permitted Exceptions").

(a) CYI represents and warrants to the City that during the time that CYI was in title to the Property, CYI has not encumbered title to the Property with any mortgages, pledges, liens, charges, security interests, claims or other encumbrances, easements and restrictions and if any such title matter is found to exist (in each case, a "Mandatory Title Removal Item", CYI shall cause such Mandatory Title Removal item to be released, satisfied, and removed of record as of Closing.

(b) Notwithstanding anything in this Section 3 to the contrary, the City may at any time accept such title as CYI can convey.

(c) CYI shall provide the City's Title Company with such title affidavits, resolutions, and documents as the Title Company may reasonably require.

4. Closing.

(a) Subject to the terms and conditions of this Agreement, including but not limited to under Section 4(b), closing of the transaction described herein ("Closing") shall be made at such time and date as the parties mutually agree. Closing shall take place remotely by the exchange of documents (escrow settlement) or at the offices of the Title Company. Conveyance of the Property from CYI at Closing will be by fee simple deed of special warranty reasonably acceptable to CYI. At or prior to Closing, the parties shall provide all other documents necessary or otherwise required by the Title Company to consummate the transaction contemplated by this Agreement.

(b) As a condition precedent to the City's obligation to complete Closing, prior to or at Closing:

(i) CYI shall have removed any and all CYI personal property and deliver physical possession to a vacant, broom-cleaned Property free of debris at Closing. The City shall be permitted to access the Property prior to Closing to confirm that CYI has complied with this Section 4(b)(i).

(ii) Each of the representations and warranties of CYI contained in this Agreement shall be true and correct both on the date of this Agreement and at the time of Closing, except to the extent waived in writing by the City.

5. Representations, Warranties, Survival. All representations, warranties and covenants made by CYI in this Agreement shall survive Closing. CYI represents and warrants to the City that:

(a) CYI is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the Commonwealth of Pennsylvania. CYI has full corporate power and authority to enter into this Agreement, the deed, and the other agreements, instruments, and documents required to be delivered in connection with this Agreement or at the Closing

(collectively, the “Transaction Documents”) to which CYI is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by CYI of this Agreement and any other Transaction Document to which CYI is a party, the performance by CYI of its obligations hereunder and thereunder, and the consummation by CYI of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate, board, and member action on the part of CYI. This Agreement and the Transaction Documents constitute legal, valid, and binding obligations of CYI enforceable against CYI in accordance with their respective terms.

(b) The Property is not currently, nor will it be at Closing, subject to a lease or short-term rental agreement. There are no outstanding leasehold interests or options to lease or purchase created in favor of any person or party affecting the Property.

(c) Intentionally omitted.

(d) There is no litigation pending, or to CYI’s knowledge, threatened against CYI or that arises out of the ownership of the Property or that might affect the use or operation of the Property for its intended purpose or the value of the Property or affect the ability of CYI to perform its obligations under this Agreement.

(e) To CYI’s actual knowledge, there are no unrecorded private restrictions or agreements that affect the uses which may be made of the Property.

(f) To CYI’s knowledge, there is no pending or threatened claim, action, civil, criminal or administrative proceeding, complaint, notice of violation or proceeding by any governmental authority or third party respecting the Property arising out of any violation or alleged violation of any Environmental Law (hereinafter defined), which violation remains uncured or unwaived. The term “Environmental Law” shall mean and include CERCLA, 42 U.S.C. 9601, et seq., RCRA, 42 U.S.C. 6901, et seq., the Federal Water Pollution and Control Act, 33 U.S.C. §1251 et seq., the Toxic Substances Control Act, 15 U.S.C. §2601 et seq., the Clean Air Act, 42 U.S.C. §7401 et seq., all other similar existing and future

federal, state and municipal statutes and ordinances governing the environment, all as amended from time to time and all rules and regulations promulgated thereunder. CYI has received no notice, nor does CYI have any knowledge that any (i) toxic or hazardous substance, as those terms are defined or regulated under any Environmental Law, (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.

(g) CYI has the ability to convey fee simple title to the Property to the City at Closing without the approval, consent or joinder of any other person, entity, or other third-party.

6. Transfer Taxes, Fees, Etc. The transfer taxes resulting from the conveyance of the Property shall be paid by CYI at Closing. Except as otherwise provided in this Agreement, CYI and the City shall each, otherwise, be responsible for their respective customary settlement costs, and each party will pay for its own counsel fees.

7. Maintenance; Risk of Loss. CYI will maintain the Property (including, but not limited to, structures, grounds, fixtures, appliances, and personal property) in its present condition, normal wear and tear excepted.

8. Remedies Upon Default. In the event of a default under this Agreement, the non-defaulting party may either enforce specific performance of the defaulting party's obligations or pursue such other remedies at law or equity as non-defaulting deems desirable.

9. Brokers. CYI and the City each represent and warrant to each other that they dealt with no broker or agent in connection with, nor has any broker or agent had any part in bringing about, this transaction. CYI and the City shall each indemnify, defend, and hold harmless the other from and against any claim of any broker, agent or other person for any brokerage commissions, finder's fees, or other compensation in connection with this transaction if such claim is based in whole or in part by, through, or on account of, any acts of the indemnifying party or its agents or representatives and from all losses, liabilities, costs, and expenses in connection with such claim, including without limitation, attorneys' fees, court costs, and interest. This provision shall survive Closing.

10. Amendment and Modification. This Agreement may be amended, modified and supplemented with respect to any of the terms contained herein only by mutual consent of CYI and the City by an appropriate written instrument executed by both parties.

11. Notices. All notices, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11):

If to CYI: 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

If to the City: City of Coatesville
1 City Hall Place
Coatesville, PA 19320
Attn: City Manager

with a copy to: Robert Jefferson, Esquire
Gawthrop Greenwood PC
17 East Gay Street, St. 100

PO Box 562
West Chester, PA 19381

12. Counterparts. This Agreement may be executed in any number of identical counterparts, any or all of which may contain the signatures of less than all of the parties, and all of which shall be construed together as a single instrument. A signed copy of this Agreement delivered by facsimile, email, e-signature, DocuSign or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

13. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

14. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania.

15. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Any purported assignment of this Agreement without the other party's written consent shall be null and void.

16. Time of the Essence. It is understood and agreed by the parties that time is of the essence.

17. No Offer. This Agreement shall not be deemed an offer or binding upon CYI or the City until this Agreement is fully executed and delivered by CYI and the City.

18. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement.

19. Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof; nor shall

any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

20. Entire Agreement of Parties. This Agreement contains the whole agreement between the parties and there are no other terms, agreements, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever.

[Signature Page Follows]

IN WITNESS WHEREOF, the City and CYI have executed this Agreement by their undersigned duly authorized representatives, intending to be legally bound hereby, as of the day and year first above written.

CITY OF COATESVILLE

BY: *Linda Lavender Norris*
Name: *Linda Lavender Norris*
Title: *Council President*

COATESVILLE YOUTH
INITIATIVE

BY: _____
Name:
Title: