

ARTICLES OF AGREEMENT

THIS AGREEMENT made and concluded the 14th day of
January, 2019, by and between **WARREN COUNTY SCHOOL**
DISTRICT, a School District organized within the Commonwealth of Pennsylvania,
hereinafter sometimes referred to as -----
----- **“FIRST PARTY,”**

AND

CLARENDON BOROUGH, a municipal corporation of the Commonwealth of
Pennsylvania, with an address of 15 N Main St, Clarendon, PA 16313, hereinafter
sometimes referred to as----- **“SECOND**
PARTY.”

WITNESSETH, that the First Party, in consideration of the covenants and
agreements hereinafter contained, on the part of the Second Party to be kept and
performed, has agreed and does hereby agree to convey unto the Second Party, Second
Party’s heirs and assigns, all the land and premises hereinafter mentioned and fully
described, pursuant to 24 P.S. §7-707(8).

First Party will make, execute and deliver to Second Party a good and sufficient
Deed for the proper conveying of said premises, such conveyance to contain the covenants
of Special Warranty. Second Party agrees that the Deed shall contain the following
provisions, which shall survive the termination of this Agreement:

A. **THIS DEED** is made subject to the covenant and restriction that no
building that is now, or in the future, located on the premises conveyed
herein may ever be used for any educational or other purpose involving a
pre-school through twelfth grade level charter school or private school, with
said covenant and restriction hereby entered into and agreed upon by
Clarendon Borough (for itself, its successors and assigns) and the Warren

County School District as a part of the consideration associated with this conveyance. Said covenant and restriction shall be, and remain, a covenant and restriction running with, and binding, all of the land herein conveyed and all subsequent owners, tenants, and other occupants thereof.

B. The premises herein conveyed shall be utilized by the Borough of Clarendon for municipal purposes, with no less than 50% of the land area and no less than 10% of the building square footage being used exclusively for purposes that are open to public, including for example the maintenance of municipal offices, playgrounds, open space areas, etc. In the event that the premises herein conveyed is no longer being used by the Borough for municipal purposes as described herein, the premises shall, at the election of the Grantor, its successors or assigns, revert back to the Grantor, its successors or assigns.

C. Until August 31, 2022, Head Start of Warren County ("Tenant") shall continue to have the right to occupy that portion of the premises currently occupied by Tenant pursuant to a lease between Tenant and the Grantor herein. The right by Tenant to occupy that portion of the premises shall be subject to the terms of the lease in place on the date of the deed. Nothing in this paragraph shall obligate Tenant to remain in the property for the entire duration of this right to occupy the property, nor shall this paragraph create in Tenant any obligation not presently described in the existing lease between Tenant and Grantor. In the event the Tenant shall elect to terminate its tenancy via release or similar document prior to August 22, 2022, the right to occupy shall lapse and the Grantee shall be entitled to utilize that portion of the premises as it shall see fit.

D. Grantor shall maintain the building that is now, or any building that in the future ever shall be, located on the premises conveyed herein in good condition and shall not permit any portion of the premises, including but not limited to any structures on the property, to become a nuisance to the

community or to any neighboring property owner. In the event that the premises herein conveyed shall be considered by the Grantor Warren County School District to be a nuisance to the community, or should the premises not be maintained adequately in the determination of the Grantor Warren County School District, the premises shall, at the election of the Warren County School District, its successors or assigns, revert back to the Warren County School District, its successors or assigns.

E. **EXCEPTING AND RESERVING** to the Grantor all rights, title and interest to all of the oil, gas, and minerals which underly the premises herein conveyed, but renouncing, waiving and releasing any and all rights of the Grantor, its successors and assigns, to engage in any surface operations associated with oil, gas, or mineral exploration or production.

IT IS FURTHER AGREED by and between the Parties hereto, for themselves, their respective heirs, executors, administrators and assigns, as follows:

1. The real property which is the subject of this Agreement (hereinafter referred to as the "Premises") is known as the former Allegheny Valley Elementary School, located in Clarendon Borough, Warren County, Pennsylvania, also being known and identified on the Tax Assessment Maps of Warren County as Parcel No. WN-868-619000-000.

2. The above described Premises has been determined to be surplus property that is unused and unnecessary for school purposes by the Board of Directors of the Warren County School District. The conveyance of this Premises was authorized by vote of the Board of Directors of the Warren County School District at its regular meeting held on January 14, 2019, after due call at which meeting 2/3 of the members elected to said Board voted in favor of said conveyance.

3. **THIS CONVEYANCE IS MADE UNDER AND SUBJECT TO** all existing rights-of-way, easements, restrictions, ordinances, covenants, leases, servitudes,

building restrictions, exceptions, reservations, interests, and rights of others, including rights for utility and transmission lines, and rights and privileges of public service companies that appear of record or that are apparent upon inspection of the above-described premises, and any state of facts an accurate survey would show.

4. It is hereby agreed and understood between Second Party and First Party that the Second Party or Second Party's authorized agent, has inspected the property, and Second Party has agreed to purchase said property as a result of such inspection and not because of, or in reliance upon any statements, comments or representation made by the First Party or any Director, employee, officer, attorney for, or member of First Party. Second Party has agreed to purchase it in its present condition ("AS IS" -- with any and all defects and without warranty of any kind).

5. All permanent fixtures, if any, now in or on the premises being conveyed, unless specifically excepted in this Agreement, are included in this conveyance, and shall become the property of the Buyer.

6. This transaction shall close within 120 days of the full and final approval of this Agreement by both parties.

7. Possession of said premises shall be delivered to Second Party on the date of closing, until which time the First Party shall be entitled to have and receive the rents, issues and profits thereof.

8. Rents, water rents, utilities, and sewage charges, if any, shall be prorated between the Parties as of the date of possession.

9. Second Party shall pay, as consideration for this transfer, the sum of \$80,000, payable at closing. In addition, Second Party shall be responsible for reimbursing the First Party, in an amount not to exceed \$5,000, for all costs incurred by First Party and associated with the sale of the Premises to Second Party, including, but

not limited to, all of First Party's attorney fees incurred with respect to the conveyance of the Premises.

10. Until the time of closing the risk of loss shall be upon the First Party.

11. Any notices or ordinances filed subsequent to the date of this Agreement by any governing authority for which a lien could be filed are to be complied with at the expense of the Second Party, provided said Second Party takes title hereunder. Any such notices or ordinances filed prior to the date of this Agreement are to be complied with at the expense of the First Party.

12. This Agreement contains the entire agreement between the First Party and Second Party and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise of any kind whatsoever concerning this conveyance. This Agreement shall not be altered, amended, changed or modified, except in writing executed by the Parties hereto and approved by the First Party's Board of School Directors at a public, advertised meeting held in compliance with the Pennsylvania Sunshine Act.

13. Wherever used in this Agreement, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

14. Second Party shall not be permitted to assign or otherwise transfer this Agreement, or any of Second Party's rights pursuant to this Agreement, unless the prior written consent of the First Party's Board of School Directors is obtained at a public, advertised meeting held in compliance with the Pennsylvania Sunshine Act.

IN WITNESS WHEREOF, the said Parties to this Agreement intending to be legally bound hereby for themselves, their heirs, administrators, executors and assigns, have hereunto set their hands and seals the day and year first above written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF**

ATTEST:

WARREN COUNTY
SCHOOL DISTRICT,
FIRST PARTY

Board Secretary

BY: Board President

ATTEST:

CLARENDON BOROUGH
SECOND PARTY



Secretary



BY: Council President



Mayor