

## AGREEMENT OF SALE

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THIS DOCUMENT IS INTENDED TO BE LEGALLY BINDING

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2022.

- 1) **PARTIES:** The parties to this Agreement are: **YOUNG MEN'S CHRISTIAN ASSOCIATION OF YORK AND YORK COUNTY d/b/a YMCA OF YORK COUNTY**, a Pennsylvania non-profit corporation with offices at 90 North Newberry Street, York, Pennsylvania, hereinafter called "**Buyer**" and **SPRING GROVE AREA SCHOOL DISTRICT**, a school district organized and existing under and pursuant to the Pennsylvania School Code, as amended, with offices at 100 E. College Avenue, Spring Grove Pennsylvania 17362, hereinafter called "**Seller**".
  
- 2) **PROPERTY:** Seller hereby agrees to sell and convey to Buyer the building that housed the former Spring Grove Middle School, who hereby agrees to purchase: ALL THAT building, located at 1472 Roth's Church Road, Spring Grove, in Jackson Township, York County, Pennsylvania, 17362. The Property DOES NOT include the land on which the building is situate. The parties shall secure a separate tax parcel number for the Property to be conveyed pursuant to this Agreement.

**Buyer agrees to buy and Seller agrees to sell the Property on the following terms and conditions:**

- 3) **PURCHASE PRICE / DEPOSITS / FINANCING:**
  - a) **PURCHASE PRICE:** The total purchase price for the Property is One (\$1.00) Dollar.
  - b) **PAYMENT OF PURCHASE PRICE:** The purchase price shall be paid at Settlement.
  
- 4) **SALE CONTINGENCIES:**
  - a) The sale of the Property is subject to approval of the Board of School Directors of the Seller as set forth in Section 7-707 of the Pennsylvania School Code.
  - b) The Deed for the Property shall contain a restriction that the use of the Property shall be limited to entities providing recreation, childcare, education, government, senior support, medical or community services to the public, as well as, a prohibition against any residential uses of the of the Property. Further, the Deed shall contain reversionary language that provides that should the building cease to be used for such purposes, the Property shall revert to the Seller and if the building reverts to the Seller, the Buyer shall return it in a condition equal to or better than that existing as of the date of the conveyance to the Buyer.
  - c) The sale to the Buyer shall be subject to the Buyer and Seller entering into a lease agreement to permit the Seller to occupy a portion of the building, which lease shall contain, at a minimum, the following terms:
    - i) The lease shall permit the Seller to occupy a portion of the building for administrative, maintenance/mechanical and/or technology services,

provided; however, that the lease shall permit the Seller to occupy its technology center and mechanical room in perpetuity.

- ii) The lease shall provide for a nominal or reduced rental amount.
- iii) The lease shall provide for the Seller to pay a share of the CAM (costs of common area maintenance); provided that Seller shall be credited for CAM services it provides, such as snow plowing/removal, maintenance and repair of access drive and parking areas, regular building and facilities maintenance and routine repairs, pest control and other building and facilities services. For purposes of the lease, the term “regular building and facilities maintenance and routine repairs” shall mean those activities that are regularly provided by the Seller’s facilities staff on a daily basis and repairs that may be made by such staff in 1 hour or less or those repairs that exceed \$100.00 to complete.
- iv) Except as provided above, the lease will provide that the Buyer would be responsible for maintenance and repair of structural elements (walls, roof, etc.) and the major building systems (HVAC, plumbing and electrical) and the Seller will be responsible to maintain and repair all interior areas of its leased space.
- v) The lease shall provide for the use by Buyer, its tenants, subtenants, staff, business invitees and visitors, including Seller, of parking areas adjacent to the Property. The Buyer and Seller may designate reserved parking areas for staff and employees in the lease.
- vi) The lease shall include provisions for traffic flows during the school day and scheduled school events.
- vii) The lease shall provide for the Buyer’s use of the Seller’s grounds and athletic facilities, as well as Seller’s use of the gym that is located within the Property upon at least 48 hours’ notice. Seller use its best efforts to make use of its own athletic facilities and/or gym(s) before requesting use of the Buyer’s gym. The lease shall provide for the cooperative scheduling of those facilities, provided that the Buyer and Seller shall have first priority to use the facilities located on their respective property for scheduled events.

5) TITLE AND COSTS:

- a) The premises are to be conveyed in fee simple by special warranty deed, free and clear of all liens, encumbrances and easements, EXCEPTING HOWEVER, the following: Existing building restrictions, ordinances, easements of roads, privileges or right of public service companies, if any; or easements or restrictions visible upon the ground, otherwise the title to the above described real estate shall be good and marketable and such as will be insured by a reputable title insurance company at the regular rates.
- b) The Buyer will pay for the following:
  - i) The premium for title insurance, if purchased, and/or title search.
  - ii) The premium for flood insurance, if any is required.
  - iii) Buyer's normal settlement costs and accruals unless otherwise stated herein.

- c) Any survey or surveys which may be required by the Title Insurance Company, are desired by the Buyer, or required by his mortgagee shall be secured and paid for by the Buyer. In the event the Seller is unable to give a good and marketable title, and such as will be insured by a reputable title insurance company, then the Buyer has the option of (1) taking such title as the Seller can give without abatement of price, or (2) being refunded all deposit monies paid on account by the Buyer, if any; and Seller will reimburse Buyer for any costs incurred by Buyer for inspections performed under any Paragraph hereof, any premium for title insurance and/or title search or fee for cancellation of same, any cancellation fees for flood insurance and/or hazard insurance with extended coverage, insurance binder charges or cancellation fee and any appraisal fees, and in the latter event, there shall be no further liability or obligation on either of the parties hereto and this Agreement shall become NULL AND VOID.
- 6) SETTLEMENT: Settlement to be made on or before August 31, 2022.
- 7) BROKER INDEMNIFICATION AND COMMISSION: Neither Buyer nor Seller is represented by a real estate broker or agent in connection with this transaction. In the event any claims for brokerage commissions, finder's fees other compensation arising out of the transactions contemplated by this Agreement are asserted by any broker or agent, the party hereto whose action directly or indirectly gave rise to such claims shall be responsible for payment thereof, and shall indemnify and hold the other party harmless from and against all loss, cost, damage, expense and liability incurred as a result thereof.
- 8) ZONING: Zoning classification is: R-2 (Medium Density Residential).
- 9) POSSESSION: Possession will be provided at time of settlement.
- 10) PRORATIONS: Real estate taxes (none currently), water and sewer charges and any other municipal or lienable services shall be prorated on the basis of the applicable taxing/billing period as of the Settlement Date.
- 11) DUE DILIGENCE: Buyer has completed all due diligence with regard to the Property and waives any further due diligence.
- 12) CONDITION OF PROPERTY: It is understood and agreed that the Property is being sold "as is" "where is", that Buyer has, or will have prior to the Settlement, inspected the Property and that Seller makes no representation or warranty as to the physical condition or value of the Property or its suitability for Buyer's intended use.
- 13) DISCLOSURES/INSPECTIONS, IF ANY: Buyer acknowledges receipt of the following indicated written disclosures and/or addenda, all of which are made a part of this Agreement.
- ( ) Disclosure and Inspection Addendum
  - ( ) Buyer has received the Lead-based paint Brochure and Disclosure

- ( ) Sewage facilities for undeveloped lots
  - ( ) Disclosure of Real Estate Agency Relationship
  - ( ) Dual Agency Addendum
  - ( ) Disclosure of Affiliated Business Relationship
  - ( ) Lead-based paint Testing Contingency
  - ( ) Seller's Disclosure
- 14) TENDER AND POSSESSION:
- a) Possession is to be delivered by Deed and physical possession to the Property
  - b) Formal tender of an executed Deed and purchase money is hereby waived.
  - c) Buyer reserves the right to make a pre-settlement inspection of the Property.
- 15) ASSESSMENTS AND NOTICES:
- a) As of the acceptance date of this Agreement, Seller represents the following:
    - (i) No public assessment or notice of a future public assessment for any matter including water, sewer, sidewalk or curbs has been made against the property; and
    - (ii) No condominium or homeowner association assessments have been made against the Property which remain unpaid.
  - b) Buyer acknowledges that taxes may increase due to changes in assessment, land use codes or millage rates.
  - c) Seller has no knowledge of any notice by any governmental or public authority relating to violations of zoning, housing, building, safety or fire ordinances or codes.
- 16) MAINTENANCE AND RISK OR LOSS:
- a) Seller shall maintain the property and any personal property specifically scheduled herein in its present condition, normal wear and tear excepted.
  - b) Seller shall bear risk of loss from fire or other casualties until time of settlement. In the event of damage to any property included in this sale by fire or other casualties, not repaired or replaced prior to settlement, Buyer shall have the option of rescinding this Agreement and receiving all monies paid on account or of accepting the property in its then present condition together with the proceeds of any insurance recovery obtainable by Seller. Buyer is hereby notified that Buyer may insure Buyer's equitable interest in this property as of the time of the acceptance of this Agreement.
- 17) STATUS OF WATER AND SEWER: Seller warrants that the property is serviced by public water and public sewer.
- 18) DEFAULT: Time shall be of the essence with respect to the performance of any obligation arising under this Agreement. Should Buyer violate or fail to fulfill and perform any of the terms or conditions of this Agreement, Seller may, at Seller's option, elect to declare this Agreement of Sale null and void

Should Seller violate or fail to perform any of the terms or conditions of this Agreement, Buyer may elect: a) to pursue Buyer's remedy for specific performance of this Agreement; or b) to declare this Agreement of Sale null and void.

- 19) **AUTHORIZATION:** Buyer and Seller shall cooperate in providing information to individuals, government organizations, financial institutions, or any others which may be required to carry out the terms of this Agreement by any party. Further, the undersigned represent and warrant that each has the authority to execute this Agreement binding Buyer and Seller and that Buyer and Seller have enacted, passed or otherwise taken all steps required to execute this Agreement and all other necessary actions to complete the purchase and sale of this Property as contemplated herein.
- 20) **DEPOSIT:** None.
- 21) **TRANSFER TAXES:** All local and state real estate transfer taxes, if any, will be shared equally between Buyer and Seller (50% Buyer and 50% Seller).
- 22) **DESCRIPTIVE HEADING:** The descriptive headings used herein are for convenience only and they are not intended to indicate all of the matters in the sections which follow them. Accordingly, they shall have no effect whatsoever in determining the rights or obligations of the parties.
- 23) **SELLER DISCLOSURES:**
- a) **Material defects to be remedied as a condition of transfer:** To the best of Seller's knowledge, Seller knows of no material defects of the Property, including but not limited to, energy conservation and/or safety retrofit(s), required by local ordinance as a condition of transfer.
  - b) **Compliance with laws:** To the best of Seller's knowledge, the Property and all improvements thereon are in compliance with all applicable laws, regulations and other similar governmental standards and requirements for use as a public school and that no material structural modifications or alterations of the improvements on the Property have been made without appropriate permits.
  - c) **Hazardous materials:** Except as to the presence of asbestos, underground storage tank(s) and other hazardous materials previously disclosed to Buyer by Seller, to the best of Seller's knowledge, the Property is not contaminated with any other hazardous materials, including, but not limited to asbestos, PCB transformers, other toxic, hazardous or contaminated substances, and underground storage tanks. Seller has disclosed to Buyer any and all information which Seller has regarding the presence and location of any hazardous material on or about the Property. Buyer agrees to make its own investigation regarding hazardous materials as it deems necessary.
  - d) **No public assessment or notice of a future public assessment for any matter including water, sewer, sidewalk or curbs, has been made against the property.**
  - e) **Buyer acknowledges that taxes may increase due to change of assessment or millage rates.**
- 24) **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

- 25) SUCCESSORS & ASSIGNS: This Agreement and any Addenda attached hereto shall be binding upon and inure to the benefit of the heirs, successors, agents, representatives and assigns of the parties hereto.
- 26) TIME: Time is of the essence of this Agreement.
- 27) RECORDING: This Agreement shall not be recorded in the Office for the Recording of Deeds or in any other office or place of public record.
- 28) ATTORNEYS' FEES: In any litigation, arbitration or other legal proceeding which may arise between any of the parties hereto, each party shall bear its own costs, including court costs, costs of arbitration, and attorney's fees.
- 29) APPROVAL PERIOD: Left Blank Intentionally
- 30) RATIFICATION: Written acceptance of all parties must be obtained by May 31, 2022, or this Agreement automatically becomes Null and Void.
- 31) PROPERTY STUDIES: Seller has provided to Buyer copies of all existing engineering studies, building and site plans, soil tests, environmental studies and similar items in possession or control of Seller, without cost to Buyer. If Buyer terminates this Agreement, Buyer agrees to provide Seller, without cost to Seller, copies of any and all reports and studies commissioned by Buyer in connection with the property.
- 32) FIXTURES AND PERSONAL PROPERTY:
  - (a) Included in this sale are all existing items installed on the Property, free of liens, and other items including plumbing, heating, radiator covers, lighting fixtures , smoke detectors and carbon monoxide detectors, sump pumps,, wall to wall carpeting, existing window screens and storm windows , window covering hardware, shades and blinds, awnings, air conditioners, built-in appliances and kitchen equipment (range/oven, refrigerator, etc.), water treatment systems, propane tanks, and security systems. Also included: N/A
  - (b) EXCLUDED fixtures and items: Any and all fixtures and items within the Seller's technology center and mechanical room, along with certain other telecom equipment.
- 33) AGREEMENT: THIS AGREEMENT CONTAINS THE WHOLE AGREEMENT BETWEEN THE SELLER AND BUYER. THERE ARE NO OTHER TERMS, OBLIGATIONS, COVENANTS, REPRESENTATIONS, STATEMENTS OR CONDITIONS, ORAL OR OTHERWISE, OF ANY KIND WHATSOEVER CONCERNING THIS SALE, EXCEPT AS ATTACHED TO THIS CONTRACT.

This Agreement and any amendments thereto, may be executed by the parties by way of transmission through a facsimile (FAX) machine, such copy shall have the same legal enforceability and binding effect upon the parties as though it were signed by all parties in original

form. Likewise, the Agreement and any Addendum(s) thereto, may also be executed in multiple copies, each of which shall constitute an original.

The undersigned Buyer, intending to be legally bound, hereby offers and agrees to purchase the above-described Property for the price and upon the terms and conditions herein stated. This offer is made by Buyer to Seller on the \_\_\_ day of \_\_\_\_\_, 2022.

Buyer hereby acknowledges receipt of an executed copy of this Agreement.

**BUYER:**  
**YOUNG MEN'S CHRISTIAN ASSOCIATION**  
**OF YORK AND YORK COUNTY d/b/a**  
**YMCA OF YORK COUNTY**

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
**Larry Richardson, President/CEO** **Justin Tomevi, Secretary**

Date: \_\_\_\_\_, 2022

**SELLER'S ACCEPTANCE:**

The undersigned Seller intending to be legally bound accepts/counter offers the foregoing offer and agrees to sell the Property to Buyer for the price and the terms and conditions as stated herein. Seller acknowledges receipt of an executed copy of this Agreement and authorizes Agent to deliver an executed copy to Buyer.

**SELLER:**

**SPRING GROVE AREA SCHOOL DISTRICT**

By: \_\_\_\_\_ Attest: \_\_\_\_\_  
**Rachel Rohrbaugh** **Mark Czapp, Secretary**  
**President – Board of School Directors**

Date: \_\_\_\_\_, 2022