

TOWNSHIP OF SOUTH FAYETTE  
ALLEGHENY COUNTY, PENNSYLVANIA

RESOLUTION No. 8 of 2012

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF SOUTH FAYETTE, ALLEGHENY COUNTY, PENNSYLVANIA, AUTHORIZING THE ACCEPTANCE OF THE BID FOR THE SALE OF REAL PROPERTY TO CHILDREN'S HOSPITAL OF PITTSBURGH OF UPMC AND SUCH FURTHER CONDITIONS RELATING TO THE SALE OF THE REAL PROPERTY.

WHEREAS, the Township of South Fayette ("Township") is a First Class Township located in Allegheny County, Pennsylvania; and

WHEREAS, the First Class Township Code, Act of June 24, 1931, (P.L. 1206, No. 331) authorizes the Township to sell municipal properties; and

WHEREAS, the Township wishes to sell a parcel of Real Property owned by the Township located at 100 Hickory Grade Road, Bridgeville, PA 15017. The property consists of approximately 2.6 acres of real estate and is identified as Lot #3R on the South Fayette Civic Center Plan of Lots ("Real Property"); and

WHEREAS, the Board of Commissioners of the Township previously advertised for bids regarding the sale of the Real Property in accordance with the First Class Township Code ("Notice"); and

WHEREAS, upon the Board of Commissioners of the Township receiving all bids pursuant to the Notice and Conditions of Sale, have deemed Children's Hospital of Pittsburgh of UPMC ("Buyer") to have submitted the highest responsible bid and now wish to accept that bid.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF SOUTH FAYETTE AND IT IS HEREBY RESOLVED BY AND WITH THE AUTHORITY OF THE SAME AS FOLLOWS:

1. The parties agree that the purchase price for the Real Property will be One Million Six Hundred Fifty Thousand Dollars and 00/100 (\$1,650,000.00).
2. The Buyer agrees to make a donation of One Hundred Thousand Dollars and 00/100 (\$100,000.00) to the Township for use in a municipal project located on the site.
3. The Buyer agrees, subject to the provisions of the Township LERTA Ordinance, that the project shall maintain a taxability for real estate tax purposes of at least 50% of its assessed value.
4. Within five (5) years of the date of this Resolution, the Township will either: (a) commence construction of the Civic Center or other municipal building on the remaining tract of the property located within the Civic Center Plan of Lots, or (b) arrange for the sale or other disposition of the remaining tract of the property.
5. Township agrees to maintain the condition of the building and the property in its existing condition.
6. Buyer acknowledges that it will be responsible for any site improvements which are necessary to construct its development upon the Real Property.
7. The parties acknowledge that the Buyer shall have ninety (90) days to complete its due diligence on the Real Property which shall be limited to the following: (a) studying the environmental conditions of the Real Property, (b) performing the appropriate geotechnical tests on the Real Property, (c) reviewing the condition of title to the Real Property, and (d) reviewing with Township officials to confirm that Buyer's proposed development can be constructed "by right" based upon the existing Township Ordinance without the need to obtain relief from the

Zoning Hearing Board of the Township. Should any of these items provided in subsections (a) through (c) not be satisfactory to the Buyer, the Buyer shall provide the Township with written notice of any defect and the Township shall have ninety (90) days from the receipt thereof to cure the same. In the event that such item(s) cannot be cured to Buyer's satisfaction, then Buyer shall have the right to terminate the sale and receive a return of its deposit.

8. The parties agree to provide for a reciprocal cross-access parking agreement, allowing for ingress and egress to and from the Township property and Buyer's property for the purposes of vehicle parking. Said reciprocal cross-access easement agreement will provide for sixty (60) parking stalls on the portion of the property retained and owned by the Township for use by Buyer for its operations upon the Real Property. If future uses of the site are compatible, the parties may negotiate and enter into additional cross-access easement agreements to allow for additional parking agreements between Township, Buyer, or additional purchaser of land at the site.

9. Prior to closing, the parties shall execute the appropriate documentation to confirm the understanding contained herein.

[SIGNATURE PAGE TO FOLLOW]

RESOLVED AND ENACTED this 21 day of March, 2012, by the Board of Commissioners of the Township of South Fayette, in this lawful session regularly assembled.

ATTEST:

Marshall W. Bond  
Secretary

TOWNSHIP OF SOUTH FAYETTE

By: Deron Gabriel, Pres.  
DERON GABRIEL, PRESIDENT  
BOARD OF COMMISSIONER

Agreed to and accepted by:

CHILDREN'S HOSPITAL OF PITTSBURGH  
OF UPMC

By: Christopher A. Gessner  
Name: Christopher A. Gessner  
Title: PRESIDENT