

SETTLEMENT AGREEMENT & RELEASE
and
AGREEMENT FOR THE SALE & PURCHASE OF PROPERTY

This Settlement Agreement & Release and Agreement for the Sale & Purchase of Property (the "Agreement") is entered into as of this ____ day of May, 2019 by and between **SPRING CITY GROUP**, a Pennsylvania limited liability company, located principally at 120 Lyndell Road, Downingtown, Pennsylvania 10335 ("Spring City Group") and **WEST GOSHEN TOWNSHIP**, a political subdivision of the Commonwealth of Pennsylvania with an address of 1025 Paoli Pike, West Chester, Pennsylvania 19380 (the "Township"), with each referred to herein singularly as a "Party" and collectively as the "Parties".

WHEREAS, Spring City Group, by operation of judicial sale, owns real property in West Goshen Township, located at 606 S. Five Points Road, West Chester, Pennsylvania 19382 (Tax Parcel I.D. No.: 52-5M-208), which is 1.200 acres in area (the "Property"), further identified, depicted, and described using the County tax parcel details and mapping, attached hereto and incorporated herein, marked as Exhibit "A"; and

WHEREAS, the Property is landlocked and can only be accessed from the adjacent properties off of Pine Valley Circle, Maule Lane or S. Five Points Road;

WHEREAS, the Property features a detention basin that was designed to collect stormwater runoff from the Hofstad Builders, Inc. subdivision (the "Subdivision"), which was approved by the West Goshen Township Board of Supervisors on August 14, 1984 pursuant to a subdivision plan titled, "Final Subdivision Plan for Hofstad Builders, Inc.", prepared by Howard W. Doran, Inc. & Associates, dated June 26, 1979, last revised July 13, 1984, recorded with the Chester County Recorder of Deeds on August 24, 1984, as Plan No.: 7556439, recorded at Book 5059, Page 1 (the "Plan"); and

WHEREAS, the Property cannot be used for any purpose other than open space and the detention basin for the lots created by the Subdivision; and

WHEREAS, Pursuant to Chapter 71 of the West Goshen Township Code (titled, “Stormwater Management”), the Township implemented the Stormwater Management Ordinance to protect public health, safety, and general welfare by implementing drainage and stormwater management practices, criteria, and provisions; and

WHEREAS, pursuant to the Plan and Section 71-33 of the Township’s Stormwater Management Ordinance (titled, “General Requirements for Protection, Operation and Maintenance of Stormwater BMPs and Conveyances”), Spring City Group, as owner of the Property, was and remains obligated to maintain the stormwater detention basin (BMP) on the Property; and

WHEREAS, the Township issued a non-traffic citation (No.: R1693812-1) on June 21, 2018 regarding the Property (the “Citation”), due to Spring City Group’s failure to maintain the stormwater detention basin (BMP) at the Property, and for allowing the BMP to exist in a condition of disrepair (the “Stormwater Management Violation”); and

WHEREAS, the Stormwater Management Violation remains pending before the Honorable William D. Kraut of the Magisterial District Court (MDJ-15-2-03), Docket No.: MJ-15203-NT-0000251-2018 (the “District Court Action”); and

WHEREAS, the Parties now desire to settle all matters that were brought or could have been brought between the Parties relating to the Stormwater Management Violation, in addition to, through a single Agreement, facilitating the transfer of the Property, from Spring City Group to the Township, in light of Spring City Group’s inability to develop the same;

NOW, THEREFORE, in consideration of the mutual covenants and conditions provided herein and for other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Recitals Part of Agreement. The recitals above are incorporated herein as if set forth at length and are intended by the Parties to constitute material terms of this Agreement.

2. Withdrawal of Stormwater Management Violation. The Township shall withdraw its Citation and District Court Action pertaining to the Stormwater Management Violation, as, in accordance with this Agreement, subject to the terms of this Agreement.

3. Release.

A. Spring City Group to the Township. Except as otherwise expressly provided herein, Spring City Group, on behalf of itself and its successors and assigns, does hereby release, remise, quitclaim and forever discharge the Township, as well as its Supervisors, officers, agents, consultants, attorneys, and employees, from any and all claims, actions, causes of action, demands, damages, compensation, liabilities, and judgments and any and all expenses and/or costs whether now known or unknown, foreseen or unforeseen, contingent or fixed whether now or in existence or hereafter arising, which were brought or could have been brought in any suit in law or equity related to the Stormwater Management Violation.

B. Township to Spring City Group. Except for an action to enforce the terms of this Agreement, the Township, on behalf of itself and its assigns, does hereby release, remise, quitclaim and forever discharge Spring City Group, as well as its officers, successors and assigns, from any and all claims, actions, causes of action, demands, damages, compensation, liabilities, and judgments and any and all expenses and/or costs whether now known or unknown, foreseen or unforeseen, contingent or fixed whether now or in existence or hereafter arising, which were brought or could have been brought in any suit in law or equity related to the Stormwater Management Violation.

4. No Admission of Liability. The Parties understand that this settlement is the compromise of disputed claims, and that the payments and actions described above and the promises herein exchanged shall not be construed as admissions of liability on the part of any of the Parties, by each of whom liability is expressly denied.

5. Property Subject of Agreement. Subject to the terms, conditions, covenants, promises, and understandings set forth in this Agreement, Spring City Group shall sell to the Township, and the Township shall purchase from Spring City Group, the Property (the "Transaction"). The Transaction shall include, but is not limited to, the following:

- A. the conveyance of all of the Property's rights, privileges, grants, and easements appurtenant thereto including, without limitation, all of Spring City Group's rights, title, and interest in and to all mineral and water rights and all easements, licenses, covenants, and rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Property;
- B. Any and all buildings, structures, and improvements on or of the Property; and
- C. to the extent assignable, all of Spring City Group's rights and interest in and to any and all permits, licenses, guaranties, approvals, certificates, and warranties heretofore obtained by or assigned to Spring City Group and/or any of Spring City Group's affiliates with regard to or in any manner or form related to the Property.

6. Purchase Price. The original purchase price for the Property is Two-Thousand, Five-Hundred Dollars (\$2,500.00) (the "Purchase Price"). However, county, school, and/or municipal taxes are owed and outstanding for the Property for lien years 2018 and 2019, totaling \$195.54. Accordingly, the Township will pay the outstanding taxes owed and outstanding for the Property, by deducting said amount (\$195.54) from the Purchase Price. The Purchase Price shall be paid at settlement.

7. Settlement. Settlement on the Transaction (the "Settlement") shall occur within ten (10) days of both Parties' execution of this Agreement, at the offices of Buckley, Brion,

McGuire & Morris LLP, 118 W. Market Street, Suite 300, West Chester, Pennsylvania 19380, at which time the Deed will be executed and the Purchase Price will be tendered by the Township to Spring City Group.

8. Settlement Obligations. At Settlement, the Parties respectively, shall execute and deliver the following documents and materials:

- A. Spring City Group shall execute and deliver to the Township the Deed, pursuant to which Spring City Group shall convey title to the Property in accordance with Paragraph 2 of this Agreement; and
- B. The Township shall deliver to Spring City Group the Purchase Price.

9. Operations Pending Settlement. Until Settlement or the earlier termination of this Agreement:

- A. Except as otherwise expressly provided herein, Spring City Group will not make any commitment in connection with any or all of the Property on behalf of or which would be legally binding upon the Township without first obtaining the Township's written consent;
- B. Spring City Group shall (i) keep and maintain the Property in substantially the same order, repair and condition as exists as of the date of this Agreement pursuant to Spring City Group's normal course of business, ordinary wear and tear and casualty excepted, as well as damage or destruction caused by causes or events beyond the reasonable control of Spring City Group; (ii) not cause or permit any change in use or condition of the Property which shall violate or breach any laws, ordinances or permits or commit any waste or nuisance; and (iii) promptly advise the Township of any litigation, arbitration or administrative hearing before any governmental or quasi-governmental agency or authority concerning or affecting the Property of which Spring City Group becomes aware; and
- C. Spring City Group shall not assign or convey any right, title or interest whatsoever in or to the Property or create or permit to exist any lien, encumbrance or charge thereon without the Township's prior written consent, which may be withheld by the Township in its sole and exclusive discretion.

10. Condition of the Property. Excepting only the representations, warranties, and covenants of Spring City Group contained in this Agreement, the Property is being sold “As-Is” and “Where-Is” in its present condition and with all faults, patent, latent or otherwise. Unless otherwise specified herein, Spring City Group has not made, does not make, and shall not make any warranty or representation of any kind or character whatsoever with regard to the Property, whether express or implied, including, but not limited to, warranties or representations as to matters of title, zoning, tax consequences, physical or environmental conditions, availability of access, ingress or egress, operating history or projections, valuations, governmental approvals, governmental regulations or any other matter or thing related to or affecting the economic, functional, environmental or physical condition of the Property.

11. Title. Title to the Property shall be conveyed by Spring City Group to the Township by Deed (as attached hereto any incorporated herein, marked as Exhibit “B”), in fee simple, shall be good and marketable, and free and clear of all liens, encumbrances, restrictions, easements, leases, tenancies, and title objections.

12. Spring City Group’s Representations, Warranties, and Covenants. Spring City Group represents, warrants, and covenants (and, as a condition to the Township’s obligation to complete Settlement, Spring City Group shall reaffirm the same at and as of the Settlement date) as follows (and confirms that the following do not omit any material fact which omission renders the same misleading in any material respect):

- A. Spring City Group has the full right, power, and authority to enter into and perform the duties, obligations, and responsibilities of Spring City Group under this Agreement, and to sell and convey the Property to the Township as provided in this Agreement;
- B. No person or entity has any option, right of first refusal or other, similar right to purchase all or any portion of the Property;

- C. No notice of any governmental or public authority has been served upon Spring City Group or to the best of Spring City Group's knowledge, information or belief, anyone on Spring City Group's behalf, including notices relating to violations of zoning, building, safety or fire ordinances or regulations that remain uncorrected, unless otherwise specified herein;
- D. This Agreement, when executed by Spring City Group, shall constitute a legal and binding obligation of Spring City Group;
- E. To the best of Spring City Group's knowledge, information, and belief, the consummation of the transaction contemplated by this Agreement shall not result in any breach of the provisions of, nor constitute a default under, any agreement, mortgage, contract or other instrument to which Spring City Group is a party or by which Spring City Group may be bound;
- F. Spring City Group has not made any general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Spring City Group's creditors, suffered the appointment of a receiver to take possession of all or substantially all of Spring City Group's assets, admitted in writing Spring City Group's inability to pay Spring City Group's debts as they come due or made an offer of settlement, extension or composition to Spring City Group's creditors, generally;
- G. There are no proceedings in condemnation or eminent domain pending or, to the best of Spring City Group's knowledge, threatened against the Property; and
- H. Spring City Group has no knowledge that:
 - (i) the Property has been contaminated by any substance in any manner which requires remediation;
 - (ii) the Property contains asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and
 - (iii) any law has been violated in the handling or disposing of any material or waste, or in the discharge of any material into the soil, air, surface water or ground water at the Property.

13. Township's Representations, Warranties, and Covenants. The Township represents (and, as a condition to Spring City Group's obligation to complete Settlement, the Township shall reaffirm at and as of the Settlement date) as follows:

- A. The Township has the full right, power, and authority to enter into and perform the duties, obligations, and responsibilities of buyer under this Agreement, and to purchase and accept the conveyance of the Property from Spring City Group, as provided in this Agreement. The person executing this Agreement on the Township's behalf has full and complete authority to do so and to thereby bind the Township to the terms and conditions of this Agreement, and such execution has been duly authorized by all requisite action of the Township;
- B. The Agreement, when executed by the Township, shall constitute a valid, legal, and binding obligation of the Township; and
- C. The consummation of the transaction contemplated by this Agreement shall not result in any breach of the provisions of, or constitute a default under, any agreement, mortgage, contract or other instrument to which the Township is a party or by which the Township may be bound.

14. Condemnation. In the event that, between the date hereof and Settlement, Spring City Group receives any notice of any condemnation proceedings, or other information in the nature of a complaint in eminent domain with regard to the Property or any portion thereof, Spring City Group will forthwith send a copy of such notice to the Township (the "Spring City Group's Condemnation Notice"). Following the Township's receipt of the Spring City Group's Condemnation Notice, the Township may, upon written notice to Spring City Group at or before the date that is fifteen (15) days following the Township's receipt of Spring City Group's Condemnation Notice, elect to cancel this Agreement. If, in the event of such condemnation, this Agreement is not terminated, Spring City Group shall, at Settlement, credit and/or assign to the Township all of Spring City Group's right, title, and interest in and to any awards in condemnation, or damages of any kind, to which Spring City Group may have become entitled or may thereafter be entitled by reason of any exercise of the power of eminent domain with respect to or for the

taking of the Property or any portion thereof.

15. Entire Agreement of Parties; Binding Effect. This Agreement supersedes all previous and contemporaneous representations, understandings, inducements or agreement, express or implied, oral or written, between the Parties with respect to the subject matter hereof. No promises or inducement that is not herein expressed has been made to any of the Parties and the Parties do not rely upon any statement or representation not otherwise contained in this Agreement. This Agreement shall be binding upon the Parties hereto and their respective successors and permitted assigns.

16. Time of Essence. The dates, times, and time periods set forth in this Agreement are of the essence and are binding upon the Parties hereto.

17. Choice of Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard for conflicts of law principles.

18. Recording. This Agreement shall not be recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania or in any other office or place of public record. If either Party causes or permits this Agreement to be recorded, the other Party hereto may treat such as a breach of this Agreement.

19. Notices. All notices, requests, and other communications under this Agreement shall be in writing and shall be delivered in person or given by: (i) registered or certified mail, return receipt requested; or (ii) recognized, overnight delivery service providing tracking of items (i.e., Federal Express), addressed as follows or to such other address of which Spring City Group or the Township shall have given notice as herein provided:

If intended for Spring City Group:

Edwin E. Flagg
120 Lyndell Road
Downingtown, PA 19335

If intended for the Township:

West Goshen Township
1025 Paoli Pike
West Chester, PA 19380

with a required copy to:

Buckley, Brion, McGuire & Morris LLP
Attn. Kristin S. Camp, Esquire
118 W. Market Street, Suite 300
West Chester, PA 19382

All such notices, requests, and other communications shall be deemed to have been sufficiently given for all purposes as follows:

if made by hand delivery, then upon such delivery; and

if made by overnight delivery, then on the next business day following deposit thereof, properly address and delivery fees paid with a nationally-recognized courier, guaranteeing overnight delivery and providing tracking capability.

Any and all notices required or desired to be made pursuant to this Agreement may be made and/or received on behalf of a Party by that Party's counsel. This Paragraph shall survive Settlement or the earlier termination of this Agreement.

20. Execution in Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Authority of Signatures. The person executing this Agreement on behalf of each party hereby warrants and represents (and acknowledges that each party to the Agreement will rely upon such warranties and representations) that he or she has the full competency, power and authority to bind such party in accordance with the terms of this Agreement, including without limitation, any assignment hereunder, and that no further corporate or other action is required to make this Agreement and any assignment hereunder valid and binding.

22. Costs. Except as expressly set forth in this Agreement to the contrary, each Party shall bear and be responsible for each of its own costs and expenses relating to this Agreement and/or the Transactions contemplated hereunder. The Township shall be responsible for the recordation of the Deed (Exhibit "B"), once fully-executed, including costs associated therewith, with the Chester County Office of the Recorder of Deeds. The Township shall additionally be responsible for payment of all transfer taxes associated with the Transaction.

23. Severability of Provisions. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction then, unless such provision or provisions shall be of the essence of this Agreement, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto do hereby set their hands in seals on the day and year set forth above.

ATTEST:

Casey LaLonde, Township Manager

WEST GOSHEN TOWNSHIP

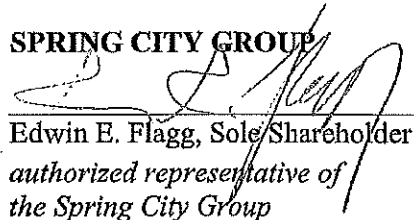
By:

Robin Stuntebeck, Chair
Board of Supervisors

ATTEST/WITNESS:

SPRING CITY GROUP

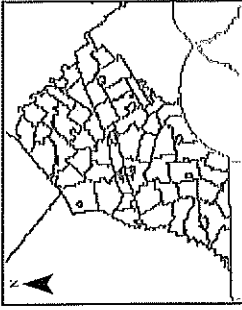
By:


Edwin E. Flagg, Sole Shareholder
*authorized representative of
the Spring City Group*

5/20/2019

Exhibit A

COUNTY OF CHESTER
PENNSYLVANIA



Find UPI Information

PAR ID: 5705 M02080000
 UPI: 52-594-208
 Owner: SPRING CITY GROUP
 Mail Address 1: 120 LYNDELL RD
 Mail Address 2: DOWNINGTOWN PA
 Mail Address 3:
 ZIP Code: 19335
 Deed Page: 1119
 Deed Recorded Date: 3/20/2017
 Legal Desc 1: WS OF S FIVE POINTS RD
 Legal Desc 2: 1.2 AC
 Acres: 1.2
 LUC: V-10
 Lot Assessment: \$ 5,520
 Property Assessment: \$ 0
 Total Assessment: \$ 5,520
 Assessment Date: 12/14/2018
 Property Address: 606 S FIVE POINTS RD
 Municipality: WEST GOSHEN
 School District: West Chester Area



Map Created:
Monday, May 6, 2019

County of Chester

Limitations of Liability and Use:
 County of Chester, Pennsylvania makes no claims to the completeness, accuracy, or content of any data contained herein, and makes no representation of any kind, including, but not limited to, the accuracy of measurements or fitness for a particular use. No care any such warranties to be implied or inferred with respect to the information or data published herein. For information on data sources visit the GIS Services page listed at www.chester.org/gis.

Map



Real Estate/Assessment > Parcel Details

[Select Another Search Criteria](#)

[Search Another Parcel](#)

 Print

ID # 52-05M-0208 UPI # 52-5M-208

5/6/2019 1:38 PM Tax Year 2020

Owner Information

Name:	SPRING CITY GROUP	Address:	120 LYNDELL RD DOWNTOWN PA 19335
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Parcel Details

Lot Location:	WS OF S FIVE POINTS RD	District:	52
Property Descr:	1.2 AC	Plan #:	
Land Use Code:	V-10	Acres:	1.2000
Deed Reference:	9509 1119	Sq. Feet:	52,272
Recorded Deed Date:	03/20/2017	Sale Price:	\$6,000
Location Address:	606 S. FIVE POINTS RD, WEST CHESTER, PA 19382		

Deed Description

Assessments

Lot:	5,520	Act 319:	
Property:	0	Act 515:	
Total:	5,520		
Assessment Date:	12/14/2018		

[< Previous Parcel](#) [Next Parcel >](#)

Exhibit B

Prepared by/Return to:

Kristin S. Camp, Esquire
BUCKLEY BRION McGUIRE & MORRIS LLP
118 West Market Street, Suite 300
West Chester, PA 19382

UPI No.: 52-5M-208

DEED

THIS DEED, made the _____ day of _____ 2019.

Between

SPRING CITY GROUP, (hereinafter called the Grantor), of the one part, and

WEST GOSHEN TOWNSHIP (hereinafter called the Grantee), of the other part,

WITNESSETH, That Grantor, for and in consideration of the sum Two-Thousand, Five-Hundred Dollars (\$2,500.00) lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, released and confirmed and by these presents does grant, bargain and sell, release and confirm until the said Grantee, its successors and assigns in fee simple absolute the following:

ALL THAT CERTAIN lot or piece of ground, Situate in the Township of West Goshen, County of Chester and State of Pennsylvania, bounded and described according to Plan of Property for Hofstad Builders, Inc., made by Howard W. Doran, Inc. & Associates, dated 6/29/79 and last revised 7/13/84, as follows, to wit:

BEGINNING at an interior point, a corner of lots 11 and 13-B as shown on said plan, thence extending from said point of beginning and along lot #11 the two following courses and distances, (1) North 61 degrees 14 minutes 48 seconds East 132.55 feet to a point, (2) North 21 degrees 30 minutes 06 seconds West 15 feet to a corner of land to be conveyed to lot #12, thence extending along the same and along lot #12 the two following courses and distances; (1) North 72 degrees 26 minutes 34 seconds East 154.93 feet to a point and (2) South 44 degrees 58 minutes 47 seconds East 115.71 feet to a corner of lands now or late of James T. and Elizabeth D. Cassidy, thence extending along the same South 20 degrees 00 minutes 00 seconds East 59.40 feet to a corner of the Ridgewood Subdivision, thence extending along the same South 72 degrees 34 minutes 30 seconds West 331.76 feet to a corner of lot #13-B aforementioned, thence extending along the same North 21 degrees 21 minutes West 120.84 feet to the first mentioned point and place of beginning.

LOCATED: in West Goshen Township, County of Chester and Commonwealth of Pennsylvania.

DESCRIPTION: SS of Pine Valley Circle.

CONTAINING: within the said described metes and bounds: 1.2000 acres of land, be the same, more or less.

BEING: Tax Parcel 52-5M-208.

UNDER AND SUBJECT to any easements, rights-of-way, notes, or restrictions, of record, and/or as shown on the recorded Plan.

TOGETHER WITH all and singular the improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of the said Grantor, as well at law as in equity, of, in, and to the same.

TO HAVE AND TO HOLD the said lot or piece of ground above described with the improvements, hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said Grantee, its assigns, to and for the only proper use and behoof of the said Grantee, its assigns, forever.

AND the said Grantor does by these presents, covenant, grant and agree, to and with the said Grantee, its assigns that the said Grantor all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be with the appurtenances unto the said Grantee, its assigns, against the said Grantor and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by from, or under them or any of them, shall and will WARRANT and forever DEFEND.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.
Dated the day and year first above written.

Sealed and Delivered

In the Presence of us:

ATTEST:

SPRING CITY GROUP

Edwin E. Flagg, Sole Shareholder
*authorized representative of
the Spring City Group*

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF CHESTER

:

ON THIS, the ___ day of _____, 2019, before me, the undersigned officer, personally appeared, Edwin E. Flagg, who acknowledged himself to be the sole shareholder and authorized representative of the Spring City Group, and that he, being authorized to do so, executed the within instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

The address of the above-named Grantee is:

1025 Paoli Pike
West Chester, PA 19380

Acknowledged