

Borough of Lilly

RESOLUTION

Resolution No.: June 2016-1

*A Resolution of the Lilly Borough Council
Authorizing the Officers of the Council to
Take Any and All Steps Necessary to
Purchase a Certain Parcel of Real
Property Located on Cleveland Street in
Lilly Borough, in an Amount not to
Exceed Ten Thousand Dollars
(\$10,000.00), Plus Closing Costs*

WHEREAS, Timothy and Joyce Przybys and Dennis Banfield are the record owners of a certain parcel of property located along Cleveland Street in Lilly Borough and being more fully described in Cambria County Deed Book volume 1261 at page 261; and

WHEREAS, pursuant to sections 1201(4) and 1202(28) of the Borough Code, the Borough is authorized to purchase real property; and

WHEREAS, the Borough Council has determined that it is in the best interests of the citizens of the borough to purchase such real property at a price not to exceed ten thousand dollars (\$10,000.00), plus closing costs.

NOW THEREFORE, the Lilly Borough Council hereby **RESOLVES**:

SECTION 1: The officers of the Borough Council are hereby authorized to take any and all steps necessary to effectuate the purchase of a certain parcel of real property located along Cleveland Street in the Borough of Lilly, Cambria County, Pennsylvania, as more fully described in Cambria County Deed Book volume 1261 at page 261, for the sum of ten thousand dollars (\$10,000.00).

SECTION 2: The officers of the Borough Council are hereby authorized to execute

the attached Agreement of Sale.

SECTION 3:

The officers of the Borough Council are hereby authorized to deliver to the Seller's attorney the sum of five hundred dollars (\$500.00) as down payment, upon the execution of the attached Agreement of Sale.

SECTION 4:

The officers of the Borough Council are hereby authorized to expend such additional sums as may be necessary for the costs of the closing of this sale.

RESOLVED, this first day of June, 2016

BOROUGH OF LILLY

By:

John T. Barlick, Jr.
John T. Barlick, Jr. - Mayor

Attest:

Claudine M. Falger (Seal)
Claudine M. Falger - Secretary

AGREEMENT OF SALE

AGREEMENT OF SALE made this ____ day of _____ 2016, by and between **TIMOTHY J. PRZYBYS and JOYCE A. PRZYBYS**, of Lilly, Cambria County, PA, and **DENNIS BANFIELD** of Ebensburg, Cambria County, PA, hereinafter referred to as "Sellers", and **THE BOROUGH OF LILLY**, hereinafter referred to as "Buyer",

In consideration of the mutual covenants and promises herein contained and the consideration set forth, the parties do hereby agree as follows:

1.

That the Sellers agree to sell and convey to the said Buyer, who agrees to purchase, premises situate in the Borough of Lilly, Cambria County, Pennsylvania, being known and numbered as 417 Cleveland Street, Lilly, PA, and more fully described in Cambria County Deed Book Volume 1261 at page 261.

2.

That the Buyer shall pay to Sellers in consideration for this sale, the sum of TEN THOUSAND AND 00/100 (\$10,000.00) DOLLARS, payable as follows: FIVE HUNDRED and 00/100 (\$500.00) DOLLARS down payment due at the execution of this Agreement and the balance of NINE THOUSAND FIVE HUNDRED AND 00/100 (\$9,500.00) DOLLARS due in certified check at the time of closing.

3.

That Settlement and closing shall take place **Sixty (60) days** from the date of execution of this Agreement, or sooner if agreed upon by both Sellers and Buyer.

4.

Sellers shall give to Buyer a Deed conveying clear and marketable title as may be insured by a title insurance company free and clear of any judgments, liens or encumbrances excepting therefrom any exceptions, reservations or restrictions which may appear of record, including, but not limited to, the mortgage recorded in Cambria County Book 1907 at page 1023 shall either be satisfied or the property released. Any costs associated with the clearing of title shall be paid by Sellers.

5.

Risk of loss of the premises shall remain with the Sellers until the date of closing, at which time the risk shall pass to the Buyer.

6.

Sellers shall pay for preparation of the Deed, Sales Agreement, and One percent (1.0%) transfer tax. Buyer shall pay for a title search, recording costs and One percent (1.0%) transfer tax.

7.

The real estate taxes shall be pro rated as of date of closing.

8.

This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

9.

Time is of the essence in regard to the performance of the duties and obligations of the parties to this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of _____, 2016.

WITNESS:

Tim Przybys, Seller

Joyce Przybys, Seller

Dennis Banfield, Seller

The Borough of Lilly

By: _____
Buyer

8.

This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

9.

Time is of the essence in regard to the performance of the duties and obligations of the parties to this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals this _____ day of _____, 2016.

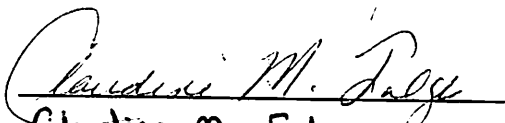
WITNESS:

Tim Przybys, Seller

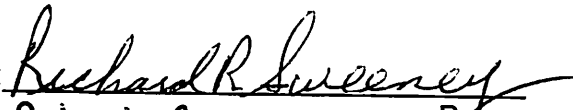
Joyce Przybys, Seller

Dennis Banfield, Seller

The Borough of Lilly



Claudine M. Falger
Secretary

By: 

Richard R. Sweeney Buyer
President