

CITY OF CORRY

RESOLUTION

26-08

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORRY
AUTHORIZING AND CONFIRMING THE SALE OF REAL PROPERTY LOCATED
AT 0 WORTH STREET AND BEARING TAX IDENTIFICATION NUMBERS 07-013-
047.0-008.00 AND 07-013-047.0-008.05 TO HARVEST COMMUNITY CHURCH OF
CORY**

WHEREAS, the City of Corry (the "City") is the owner of two (2) parcels on Worth Street (the "Worth Street Properties") located at 0 Worth Street and bearing tax identification numbers 07-013-047.0-008.00 and 07-013-047.0-008.05 ("Properties");

WHEREAS, at the direction of City Council, the City Administrator issued an Invitation to Bid for the Sale of Worth Street Properties, whereby the City would accept bids for the purchase of the Properties and award the Properties to the highest bidder, subject to final approval by City Council;

WHEREAS, on December 11, 2025, the City opened the sole bid for the Properties from the Harvest Community Church of Corry in the amount of \$500.00;

WHEREAS, the bid was announced at the December 15, 2025 City Council meeting and City Council voted unanimously to award the sale of the Properties to the Harvest Community Church, subject to adoption of a resolution as required by the Third-Class City Code; and

WHEREAS, City Council desires to confirm the award of the bid to Harvest Community Church of Corry and move forward with the sale of the Properties.

NOW, THEREFORE, BE AND IT IS HEREBY RESOLVED by City Council of the City of Corry, Erie County, Pennsylvania, as follows:

SECTION 1. The foregoing background recitals are incorporated into and made a substantive portion of this Resolution.

SECTION 2. Sale of Worth Street Properties. The City hereby awards the sale of the Worth Street Properties to Harvest Community Church of Corry and agrees to sell two (2) parcels on Worth Street located at 0 Worth Street and bearing tax identification numbers 07-013-047.0-008.00 and 07-013-047.0-008.05 to the Harvest Community Church of Corry for \$500.00, pursuant to the terms of Agreement of Sale attached hereto as Exhibit A.

SECTION 3. Modification. City Council reserves the right to modify, supplement, or amend the Resolution from time to time by resolution or ordinance.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this Resolution or its application to any person(s) or circumstances is for any reason held to be

invalid or unconstitutional by any court, such holding(s) shall not be construed to affect the validity of any of the remaining provisions of the Resolution. It is hereby declared the legislative intent that this Resolution would have been adopted had such invalid or unconstitutional provision or its application not be included herein.

SECTION 5. Repealor. This Resolution shall supersede prior resolutions on the matter set forth herein.

SECTION 6. This Resolution shall take effect and be in force immediately.

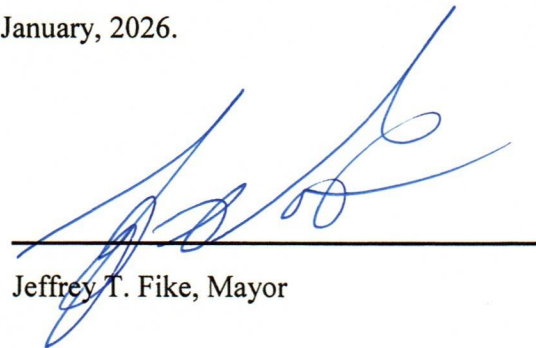
Adopted by the Corry City Council this 19th day of January, 2026.

ATTEST:



Laura L. Thomas, City Clerk

Laura L. Thomas, City Clerk



Jeffrey T. Fike, Mayor

Jeffrey T. Fike, Mayor

#4930-1947-2519

Exhibit A

[Agreement of Sale]

AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT FOR THE SALE OF REAL ESTATE ("Agreement") is made and entered into effective as of the date it is executed by the last to sign of the Seller and the Buyer as endorsed below the parties' signatures on this Agreement (the "Effective Date"), by and between **The City of Corry**, hereinafter referred to as the "Seller," and **Harvest Community Church of Corry**, hereinafter referred to as the "Buyer."

WHEREAS, the Seller is the owner of all that certain piece or parcel of land and all improvements thereon located in the City of Corry, County of Erie, and Commonwealth of Pennsylvania, being more particularly described as Worth Street and 0 Worth Street, ("Property") at Erie County Index Numbers (7) 13-47-8 and (7) 13-47-8.05; and

WHEREAS, the Seller is willing to sell and the Buyer is willing to purchase the Property under the terms and conditions hereunder.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Seller and the Buyer agree as follows:

1. **Purchase and Sale.** The Seller agrees to sell and convey by special warranty deed, hereinafter referred to as the "Deed," to the Buyer in fee simple, and the Buyer agrees to purchase from the Seller, the Property, together with all buildings and improvements located upon the parcel of land and all of the Seller's right, title, interest and privileges, easements and rights-of-way appurtenant to the Property. The conveyance will be of good and marketable title, free and clear of all liens, encumbrances and restrictions, subject to the following items which Buyer shall take to be subject to the same without any claims against Seller:

- a. vehicular or pedestrian easements of record affecting the Property and being contiguous to the front, rear or side lot line;
- b. building and use restrictions of record;
- c. water, sewer, gas, electric and telephone lines or easements therefore of record;
- d. unrecorded easements, discrepancies or conflicts in boundary lines, shortage in area and encroachments which an accurate survey of the Property would disclose;
- e. zoning regulations;
- f. prior grants, reservations or leases of coal, oil, gas or other minerals as shown by instruments of record; and
- g. the deed restrictions on the Property.

2. **Purchase Price.** As consideration for the conveyance of the Property, the Buyer covenants and agrees to pay to the Seller the sum of Five Hundred Dollars and 00/100 (\$500.00), lawful money of the United States, payable as follows:

- a. Two Thousand Dollars and Zero Cents (\$2,000.00) Earnest Money Deposit to be paid at the time of making the Bid ("Deposit")
- b. Balance of Purchase Price to be paid at the time of close of sale and delivery of deed.

3. **Due Diligence.** This Agreement is contingent upon each of the conditions set forth below. Inability of the responsible party to satisfy such contingencies on or before the date of settlement (or such shorter period as may be indicated herein below) shall, at the option of the Buyer, render this Agreement null and void.

a. **Title Commitment.** Within thirty (30) days of the date of execution of this Agreement by the Seller, Buyer may procure, at Buyer's expense, a commitment from a reputable title insurance company, which commitment shall evidence that the title to the Property is good and marketable and such as is insurable at regular rates. Should the title commitment reveal a defect which renders the title unmarketable, Buyer shall notify Seller, within seven (7) days of the Buyer's receipt of the title commitment of the existence and nature of such defect. Seller shall have the option to either remedy the defect prior to closing or elect not to do so, and Seller shall notify Buyer of such election within seven (7) days of receipt of the notice of the defect from the Buyer. If Seller elects not to remedy the defect, Buyer shall have fifteen (15) days after receipt of notice of Seller's election in which to notify the Seller that the Buyer has elected to either rescind this Agreement or waive the defect and proceed to closing. Any failure of Buyer to notify Seller of such election within such fifteen (15) day period shall be deemed to constitute a waiver of Buyer's right to cancel to the provisions hereinabove. If Seller elects to cure the defect, failure of Seller to remedy such defect prior to the closing date shall entitle Buyer to either cancel this Agreement or waive the defect and proceed to closing.

4. **Condition of the Property.**

a. **"As Is" Condition of Property.** THE BUYER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE BUYER WILL HAVE, AS OF THE CLOSING, THOROUGHLY INSPECTED AND EXAMINED THE STATUS OF TITLE TO THE PROPERTY AND THE PHYSICAL CONDITION OF THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY THE BUYER IN ORDER TO ENABLE THE BUYER TO EVALUATE THE PURCHASE OF THE PROPERTY. THE BUYER HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT EXCEPT FOR THE SELLER'S WARRANTY OF TITLE DESCRIBED IN SECTION 1 HEREOF, THE BUYER IS RELYING SOLELY UPON THE INSPECTIONS, EXAMINATIONS, AND EVALUATION OF TITLE AND THE PHYSICAL CONDITION OF THE PROPERTY DURING THE DUE DILIGENCE PERIOD BY THE BUYER AND THAT THE BUYER IS PURCHASING, AND AT CLOSING WILL ACCEPT, THE PROPERTY ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT

REPRESENTATIONS, WARRANTIES AND/OR COVENANTS, EXPRESS OR IMPLIED, BY THE SELLER OF ANY KIND OR NATURE (other than the warranty of title described in Section 1 of this Agreement). In particular, but without limitation, the Seller makes no representations, warranties and covenants with respect to the use, suitability, condition (including, without limitation, subsurface conditions), occupation or management of the Property (including without limitation any facilities or other improvements thereon or adjacent thereto, soil and groundwater thereunder or ambient air), compliance with applicable statutes, laws, codes, ordinances, rules, regulations or requirements relating to leasing, occupancy, zoning, subdivision, planning, building, fire, safety, health or environmental matters, compliance with covenants, conditions and restrictions (whether or not of record), other local, municipal, regional, state or federal requirements, or other statutes, laws, codes, ordinances, rules, regulations or requirements, including but not limited to the Americans with Disabilities Act of 1990, 42 U.S.C. §12101 *et. seq.* It is understood that the Seller has made no agreement to alter, repair or improve the Property. The Buyer shall bear and assume the risk that its investigations and inspections of the Property may not have revealed adverse or undesirable conditions or other matters affecting the Property or any portion or component thereof. The Buyer further acknowledges and agrees that the Buyer explicitly has taken into account such risk of unknown and/or undiscovered adverse conditions or matters in making its decision to purchase the Property on the terms set forth herein.

b. Municipal Improvements. The Seller warrants that no notice of any municipal body or other public authority has heretofore been served upon it requiring work to be done or improvements to be made on the Property, and that it has no knowledge of the enactment or adoption of any ordinance or resolution by any such body or authority authorizing work or improvements for which the Property may be assessed. Buyer will comply, at Buyer's own expense, with the requirements of any and all such notices which may be issued after the Effective Date and will pay for all work and improvements commenced or ordered by such body or authority after the Effective Date which may become a lien against the Property.

c. Maintenance and Repair. Until delivery of possession of the Property to the Buyer, the Seller shall maintain and repair the Property and deliver the same in as good condition as it is now, except for ordinary wear and tear.

5. Risk of Loss.

- a. If any loss or damage to the Property occurs during the term of this Agreement, Buyer shall have no right to terminate this Agreement and shall proceed to Closing, provided, however, that at Closing Seller shall transfer to Buyer all insurance proceeds received by Seller by reason of loss or damage and assign to Buyer all remaining rights of Seller in and to any insurance proceeds payable by reason of loss or damage.
- b. If any agency possessing the power of eminent domain issues a declaration of taking of all or a part of the Property, Buyer shall have no right to terminate this Agreement and shall proceed to Closing, provided, however,

that at Closing Seller shall transfer to Buyer all awards and other condemnation proceeds received by Buyer by reason of such taking and assign to Buyer all remaining rights of Seller in and to any awards and other condemnation proceeds payable by reason of such taking. Seller agrees to give Buyer Notice of any eminent domain proceedings promptly after Seller learns of such proceedings.

6. **Closing.** Unless otherwise agreed upon in writing by the parties, the Closing shall occur within sixty (60) days from the date the Bid is accepted, unless agreed otherwise in writing by the parties. ("Closing"). Closing shall occur at the offices of Buyer's attorney at a time agreed to by the parties, or at such other location as mutually agreed upon by Buyer and Seller. Closing must occur in a timely fashion and in accordance with applicable law. At the Closing, the deposit will be applied to the purchase price, and the Buyer will pay the balance to the Seller.

7. **Possession.** The Buyer shall obtain possession of the Property at the Closing.

8. **Realty Transfer Taxes.** Seller is exempt by law from paying realty transfer taxes. Such exemption shall not relieve Buyer from liability for realty transfer tax. All realty transfer tax due in connection with the transaction contemplated by this Agreement shall be paid by Buyer at Closing.

9. **Real Estate Taxes.** All real estate taxes assessed or imposed upon the Property, as applicable, shall be apportioned to the date of Closing on the basis of the fiscal year of the applicable taxing authority.

10. **Utilities.** Water, sewer, electrical and other utility charges, if any, shall be apportioned by the parties as of the date of Closing.

11. **Parties Bound by this Agreement; Assignment.** The terms, covenants and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties, their respective successors and assigns. The Buyer shall have no right to assign any of its rights under this Agreement.

12. **Buyer's representations and warranties.** Buyer represents and warrants to Seller, as of the Effective Date hereof, and as of the date of Closing as follows:

- a. Buyer is fully competent and authorized to enter into this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby by Buyer do not require the consent of any person, agency or entity not a party to this Agreement.
- b. There are no actions or proceedings pending or threatened to liquidate, reorganize, arrange, place in bankruptcy, appoint a receiver for, or dissolve Buyer.
- c. This Agreement does not violate the terms of any other contract or instrument to which Buyer is a party or by which Buyer is bound.

- d. Survival. The foregoing warranties in this Section 15 shall survive Closing and will not be deemed to have merged into the deed(s) of conveyance.

13. **Seller's representations and warranties.** Seller represents and warrants to Buyer, as of the Effective Date hereof, and as of the date of Closing as follows:

- a. There are no leases, except as set forth in Exhibit A attached hereto, service equipment, supply, security, maintenance or other agreements with respect to or affecting the Property, which shall be binding upon Buyer or with respect to the Property from and after the date of Closing.
- b. There is no action, suit or proceeding pending or, to the knowledge of Seller, threatened against or affecting Seller with respect to the Property or any portion thereof or relating to or arising out of the ownership, management or operation of the Property, in any court or before or by and federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.
- c. Seller has not received any notice of any condemnation proceeding or other proceeding in the nature of eminent domain in connection with the Property and, to Seller's knowledge, no taking has been threatened.
- d. All contractors, subcontractors and other persons or entities furnishing work, labor, materials or supplies for the Property have been paid in full, and there are no claims against the Seller or the Property in connection therewith.
- e. The Seller represents and warrants that it has the full power and authority to execute and deliver this Agreement on behalf of Seller.

14. **Buyer Broker Commissions.** Buyer represents to Seller that Buyer has not dealt with any real estate broker or agent in connection with this transaction. In the event that any real estate broker or agent asserts a claim for a commission, fee or other compensation relating to this transaction claiming to represent the Buyer, the Buyer shall indemnify and hold harmless the other party for such commission, fee or compensation, and shall defend all actions seeking same.

15. **Default.** It is agreed that in the event of default by either the Seller or the Buyer, the non-defaulting party shall have the following remedies, which shall be cumulative:

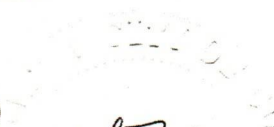
- a. Rescind this Agreement and retain the deposit (if Buyer default) (or refund of deposit if Seller default);
- b. Enforce this Agreement through an action in specific performance;
- c. Sue for damages; and/or
- d. Any other remedies available under law or in equity.

- e. This Agreement represents the complete agreement between the parties relating to the subject matter hereof, and supersedes any and all previous negotiations, representations, commitments, and agreements, whether written, oral, or implied, relating to the subject matter hereof. No change, amendment, or modification of this Agreement shall be effective unless made in writing and signed by all parties hereto.
- f. TIME IS OF THE ESSENCE for purposes of performance under this Agreement.
- g. This Agreement will be subject to all the provisions of the Sunshine Law, Act 84 of July 3, 1986, as amended, and the Right-to-Know Law, Act 3 of February 14, 2008, as amended.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the respective day, month and year set forth below.

ATTEST:

SELLER:
City of Corry


Laura Thomas
Laura Thomas, City Clerk

BY: Michael E. Baker
Michael E. Baker, Mayor

12/17/2025
Date

WITNESS:

BUYER: Cameron T. Atha
Harvest Community Church of Corry

Laura L. Thomas
Name

BY: Cameron T. Atha
Title: Pastor
Date 12/16/2025

EXHIBIT A: LEASES

1. Lease Agreement with Harvest Community Church (See attached)

Date of Lease: August 19, 2024

Term: 5 years

2. Lease Agreement with Harvest Community Church (See attached)

Date of Lease: August 19, 2024

Term: 5 years