

RESOLUTION NO. 5806 -04

WHEREAS, the Borough of Gettysburg, a municipal corporation organized under the laws of the Commonwealth of Pennsylvania, by virtue of a deed dated March 13, 1970, which deed is recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania in Deed Book 283 at page 59, is the owner of certain real property comprised of two (2) lots of ground situate in the Borough of Gettysburg and identified as Parcel 47 on Adams County Tax Map 10, commonly known as 34 East Middle Street, Gettysburg; and

WHEREAS, the Borough of Gettysburg desires to convey said real property to the County of Adams, a sixth class county organized under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, the Borough Council of the Borough of Gettysburg desires to enter into the Agreement of Sale attached hereto as Exhibit "A" and to complete the settlement and sale of the said real property to the County of Adams for and in consideration of a purchase price of \$340,000.00 less a credit of \$25,000.00 for improvements, repairs and other work necessary on the part of the County of Adams for its continued use of the property.

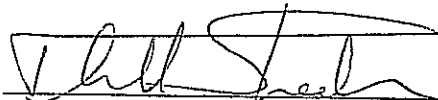
RESOLVED, that Theodore H. Streeter, President of Borough Council and Sara L. Stull, Secretary be authorized to execute and deliver the Agreement of Sale on behalf of the Borough of Gettysburg in the form attached hereto as Exhibit "A" to the County of Adams.

BE IT FURTHER RESOLVED, that Theodore H. Streeter, President of Borough Council or Jamie P. Fleet, Vice President of Borough Council and Sara L. Stull, Secretary, or Merry V. Bush, Assistant Secretary are hereby authorized to execute any and all other settlement documents necessary to convey the aforesaid real property to the County of Adams to include, but not limited to a deed of conveyance, consistent with the terms and conditions of the Agreement of Sale attached hereto as Exhibit "A."

THIS RESOLUTION is duly adopted according to law on this 8th day of May, 2006 at a duly advertised meeting of the Borough Council of the Borough of Gettysburg.

BOROUGH OF GETTYSBURG

By:



Theodore H. Streeter
President of Borough Council



AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), made and entered into as of this 8 day of May 2006, by and between the Borough of Gettysburg (the "Seller"), a municipal corporation organized under the laws of the Commonwealth of Pennsylvania, with a business address of 59 East High Street, Gettysburg, Pennsylvania; and the County of Adams (the "Purchaser"), a sixth class county organized under the laws of the Commonwealth of Pennsylvania, with a business address of 111-117 Baltimore Street, Gettysburg, Pennsylvania.

WITNESSETH

1. Property. Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, upon the terms and conditions set forth herein, that certain parcel of real estate located at 34 East Middle Street, Gettysburg, Pennsylvania, and described in Exhibit "A" attached hereto, together with all improvements, rights, easements, licenses and appurtenances thereon or obtaining thereto (collectively the "Property")

2. Purchase Price. The purchase price of the property shall be **THREE HUNDRED FORTY THOUSAND DOLLARS (\$340,000.00)**. The purchase price shall be paid by Purchaser to the Seller at the time of closing in the full amount, by federal wire transfer, or check. This price is subject, nevertheless, to a credit of up to twenty five thousand dollars (\$25,000.00), for any improvements, repairs or other work, necessary for continued use of the facility, as may have been identified by an engineer's inspection. Such credit shall be applied to the purchase price, payable at closing.

3. Closing. This Agreement shall be consummated and concluded at a closing which shall take place at the office of Puhl, Eastman and Thrasher, 220 Baltimore Street, Gettysburg, Pennsylvania, on or before June 30, 2006 (the "Closing"), and which

may be adjusted to an earlier date upon the mutual written consent of the Seller and Purchaser.

4. **Taxes.** It is understood that both Seller and Purchaser are municipal corporations, and that real estate owned by Purchaser or Seller, and used for governmental purposes, is entitled to tax exemption under provisions of the Fourth to Eighth Class County Assessment Law, 72 P.S. §5453.202(a). It is further understood that the current use of the Property, and the use intended for the Property, are tax exempt governmental purposes. As such, proration of real estate taxes is not required. Further, it is understood that both entities likewise are exempt from the provisions of the Realty Transfer Tax pursuant to 72 P.S. §8102-C.2. and 61 Pa. Code §91.192, and therefore this transaction is excluded from tax. 61 Pa. Code §91.193(a).

5. **Conveyance.** Seller represents and warrants that they now have and will convey to Purchaser at Closing good and marketable fee simple title to the property. Such good and marketable fee simple title shall be conveyed by deed, without covenants of warranty, properly executed and delivered to Purchaser upon receipt by Seller of the purchase price due at Closing as provided herein, and shall be free and clear of all liens and encumbrances with the exception of those recorded in the title report, and which will have been disclosed to Purchaser, as provided herein. Purchaser shall independently perform or have performed a title search, and shall acquire such title search as Purchaser deems appropriate. At Closing, Seller and Purchaser shall execute a Closing Settlement Statement to reflect the credits, prorations, adjustments and costs contemplated by or specifically provided for in this Agreement, or in any other way necessary for settlement, as understood by both Seller and Purchaser.

6. **Title and Survey.** Purchaser no later than twenty (20) days prior to the agreed upon date of settlement, may provide comment to the Seller, via Seller's counsel, in writing, of any matters contained in a title report that Purchaser may have acquired, along with a copy of said report. Within the seven (7) days following Seller's receipt of the title report and Purchaser's notice of objections or defects, Seller shall give written

notice to Purchaser stating those objections or defects contained in Purchaser's notice, if any, which Seller agrees to correct at Seller's sole expense. Seller shall be required to correct at Seller's sole expense, prior to Closing, any liens or encumbrances which can be satisfied, cured or removed by the execution of a document requiring the signature of no party other than the Seller, or any party over which Seller has control. Seller's correction of any objections or defects which Seller has identified, or which is required to be corrected prior to Closing, shall be a condition precedent to Purchaser's obligation to complete Closing under this Agreement. If Seller does not agree to correct all of the objections or defects mentioned in Purchaser's notice, or does not respond, Purchaser shall, at its sole right and remedy thereof, give Seller written notice of Purchaser's decision to elect one of the following options: (1) to accept such title to the Property as Seller is willing and able to convey, with no credit or other diminution in purchase price; or (2) to terminate this Agreement, in which case each party will have responsibility for those costs incurred by each party in furtherance of this Agreement. Notwithstanding the provisions above, the failure of Purchaser to provide any written notice prior to seven (7) days before the scheduled Closing shall be deemed to be a waiver of any right or ability to take exception to the title report prepared pursuant to this section. Purchaser shall conduct or obtain an updated title report or a less formal "bring down" to ensure continuing validity of title, up to the date and time of the Closing.

7. Real Estate Sales Commission. Seller and Purchaser acknowledge that no real estate broker or agent was involved in this transaction, and that no real estate commission is due or owing under the terms of this Agreement.

8. Representations and Warranties.

a. **Seller:** Seller represents and warrants the following to Purchaser, and acknowledges that Purchaser shall rely on such representations and warranties in entering into this Agreement:

i. Seller has full power and authority to enter into this Agreement, and to assume and perform all of its obligations hereunder, and the individuals executing this Agreement on behalf of Seller are duly authorized and empowered to act for and to bind Seller. Execution and delivery of this Agreement, and the consummation of the transaction contemplated hereby, does not and will not violate any provision of law, and does not and will not conflict with the result of any breach of any conditional provisions of any contract, mortgage, lien, lease, agreement, instrument or judgment to which Seller is a party or which are or purport to be binding upon Seller, or constituted a default thereunder, or result in the creation or imposition of any lien, charge or encumbrance upon the Property. Seller hereby indicates that they have such authority to enter into sale of this Property, and have attached hereto as Exhibit "B" and incorporated herein a certified copy of such ordinance or municipal approval demonstrating the decision of the Seller to undertake this transaction.

ii. Neither has there been filed by or against Seller a petition in bankruptcy or insolvency proceedings, or for reorganization, nor has Seller made an assignment for the benefit of creditors. Seller is not insolvent and has not admitted in writing the inability to pay debts as they become due. Seller is not a party to any litigation respecting the Property and knows of no litigation or threatened litigation affecting the Property or any proposed condemnation of the Property, and Seller has not received notice in violation of any state or federal law, or municipal orders, ordinances or requirements affecting the property.

iii. Seller is unaware of the presence of any hazardous waste, materials, substances, toxins or other environmentally regulated materials on the property, other than those contained in certain building materials, which was previously divulged to the Purchaser.

iv. Seller is the record title holder of the Property. There are no rights, options or other agreements of any kind to purchase or otherwise acquire, sell or otherwise dispose of the property or any part thereof, or interest therein.

v. There are no service or maintenance contracts or leases, or other occupancy agreements or rights affecting the property.

vi. Seller has not (and to Seller's actual knowledge, without investigation, Seller's predecessors in titles have not) executed or caused to be executed any document with or for the benefit of any governmental authority or other entity, restricting the development, use or occupancy of the Property that has not specifically been disclosed to Purchaser, or will not be revealed by title search of the Property.

vii. Seller acknowledges that the improvements to be conveyed under this Agreement are not an historic structure, as that term is commonly understood, and that to the best of Seller's knowledge, an historic or archeological assessment is not required prior to transfer.

viii. All representations and warranties made by Seller in this Agreement, and all information contained in each statement, document or certificate furnished to Purchaser by Seller in

connection with this transaction, are free from any untrue statements of material fact, and do not admit any statements of material fact necessary to make the statements contained herein misleading or untrue.

b. **Purchaser.** Purchaser represents and warrants the following to Seller and acknowledges that Seller shall rely on such representations and warranties in entering into this Agreement:

- i. Purchaser has full power and authority to enter into this Agreement, and to assume and perform all its obligations hereunder.
- ii. The individuals executing this Agreement on behalf of Purchaser are duly authorized and have power to act for and to bind Purchaser.
- iii. Each of the representations and warranties of Purchaser contained in this Agreement are acknowledged by Purchaser to be material and to be relied upon by Seller in proceeding with this transaction, shall be deemed to have been remade by Purchaser as the date of Closing, and shall survive Closing. Purchaser shall indemnify, defend and hold Seller harmless from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses resulting from the breach by Purchaser of any of its representations or warranties.

9. **Seller's Closing and Deliveries.** At Closing, Seller will deliver the following documents:

- a. The duly executed deed in recordable form.
- b. A reasonable form of owner's affidavit in favor of the title company.
- c. Certification that representation of warranties made by Seller in this Agreement are made true and correct in all material aspects as of the date of Closing.

10. Assignment. This Agreement, together with all rights hereunder, may not be assigned by the Purchaser.

11. Default of Purchaser. Purchaser shall be in default under this Agreement if Purchaser shall fail to tender less than the purchase price when due under the terms of this Agreement.

12. Modifications. This Agreement shall not be modified except by an instrument in writing duly executed by the Seller and Purchaser, or their successors.

13. Time of the Essence. Time is of the essence with respect to this Agreement.

14. Entire Agreement; Severability. This Agreement represents the entire Agreement between the parties, and any and all prior negotiations and agreements, written or oral, are merged into this Agreement. Any provisions to this Agreement that shall be deemed to be, or shall in fact be inoperative and unenforceable because it conflicts with any other provision or provisions hereof, or conflicts with any Constitution, statute, rule of public policy, or for any other form or circumstance, shall not be deemed to render this Agreement inoperative or unenforceable, or to render any other provision or provisions herein invalid, inoperative or unenforceable. Rather, such provision shall be severed from this Agreement, as if no longer of force or effect, and this Agreement shall survive.


15. **Applicable Law.** The Agreement shall be governed by and interpreted under the laws of the Commonwealth of Pennsylvania.

16. **Covenants and Agreements.** The covenants and agreements in this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto, their heirs, assigns, legal representatives, and successors in interest.

17. **Counterparts.** This Agreement may be simultaneously executed in several identical counterparts, each of which shall be an original, and all which shall constitute by one and the same instrument.

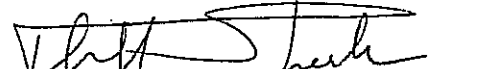
IN WITNESS WHEREOF, the Parties hereto have caused the Agreement to be executed and ordained as of the day and year first above written.

ATTEST:



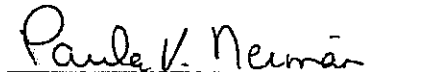
Sara L. Stull, Secretary
Borough of Gettysburg

**SELLER
BOROUGH OF GETTYSBURG**




Theodore H. Streeter, President
Gettysburg Borough Council

ATTEST:



Paula V. Neiman, Chief Clerk

**PURCHASER
ADAMS COUNTY COMMISSIONERS**

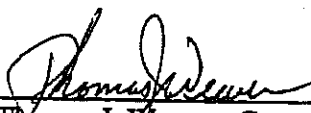


R. Glenn Snyder, Chairman

(SEAL)



Lucy Lott, Vice Chairman



Thomas J. Weaver, Commissioner

Exhibit "A"

or formerly of Methodist Episcopal Church, said point being ten (10) feet North of the curb line of said street; thence along said land of Methodist Episcopal Church, North five (5) degrees Fifteen (15) minutes East, one hundred eighty (180) feet to a post on the South side of said public alley; thence along the South side of said public alley, South eighty-five (85) degrees East, thirty and seven-tenth (30.7) feet to a point of partition between garages on line of land now or formerly of Beatrice Winter; thence along said last mentioned land, South (3) degrees four (4) minutes West, one hundred eighty (180) feet to an iron pin on the North property line of East Middle Street aforesaid, ten (10) feet from the curb thereof; thence along the Northern property line of said street, North eighty-five (85) degrees West, thirty-one and three-tenth (31.3) feet to the place of BEGINNING. C.F.A.F.

The above description was taken from a draft of survey made by LeRoy H. Winbrunner, Registered Surveyor, dated August 4, 1952, and marked "Property of Sarah A. Myers Estate, to be conveyed to Luther I. Sachs, situated in Gettysburg Borough, Adams County, Pa."

Being the same lot of land which Harry E. Scott and Ruth V. Scott, husband and wife, by their deed dated October 14, 1960 and recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania in Deed Book 260 Page 331, granted and conveyed unto The Board of Trustees of the Methodist Episcopal Church of Gettysburg, predecessor to the party of the first part herein.

Prior to the conveyance herein, the Borough Council of Gettysburg at a regular meeting duly resolved to take all action necessary to condemn the property herein conveyed and to accept from the party of the first part a deed in lieu of condemnation.

As required by the Book of Discipline of the United Methodist Church, the congregation of the United Methodist Church of Gettysburg, Pennsylvania, at a meeting held February 1, 1970, with more than ten (10) days written notice having been given to all those entitled to vote, voting by secret ballot, it was resolved to authorize the board of trustees to sell and convey the real estate herein conveyed to the Borough of Gettysburg for a total consideration of \$60,000.00.

At a special meeting of the Board of Trustees of said Church held February 8, 1970, all requirements of notices having been met and a quorum being present, it was duly resolved to convey to the Borough by deed in lieu of condemnation the premises herein conveyed. Paul W. Little was authorized to execute this deed as President and Myrtis L. Coffman was authorized to execute as secretary of the corporation.

As further required by the aforesaid Book of Discipline, consent to any transfer was given by James I. Melhorn, Minister on January 15, 1970 and by Orville V. Warner, District Superintendent of the Central Pennsylvania Conference, The United Methodist Church, on January 16, 1970.

The party of the first part is the successor to The Board of Trustees of The Methodist Episcopal Church of Gettysburg, Pennsylvania. On September 26, 1961, the Commonwealth of Pennsylvania Department of State, approved a change of name to The Methodist Church of Gettysburg, Pennsylvania, but the name of the predecessor corporation was incorrectly given as "The Methodist Episcopal Church of Gettysburg, Pennsylvania". A corrected certificate correcting the name of the predecessor to "The Board of Trustees of The Methodist Episcopal Church of Gettysburg, Pennsylvania, was filed March 12, 1970 in the Office of the Recorder of Deeds of Adams County, Pennsylvania.

