

**RESOLUTION**

9/205

**WHEREAS**, the Borough of Gettysburg, by virtue of a certain Declaration of Taking dated August 18, 1993, which Declaration of Taking is recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania in Record Book 768 at page 184, is the owner of certain real property comprised of two (2) lots of ground situate in the Borough of Gettysburg and identified as Parcel 248 on Adams County Tax Map 10, commonly known as the Diggs-Monroe property; and

**WHEREAS**, the Borough of Gettysburg desires to convey said real property to the Adams County Housing Authority a nonprofit corporation engaged in the community development of real estate for affordable housing purposes; 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 settlement in order to transfer the said real property to the Adams County Housing Authority for the development of affordable housing.

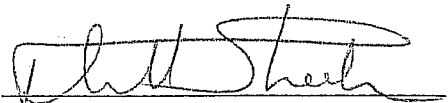
**RESOLVED**, that Theodore H. Streeter, President of Borough Council and Sara L. Stull, Secretary be authorized to execute and deliver the Agreement of Sale on behalf of the Borough of Gettysburg in the form attached hereto as Exhibit "A" to the Adams County Housing Authority.

**BE IT FURTHER RESOLVED**, that Theodore H. Streeter, 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 Adams County Housing Authority 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 12<sup>th</sup> day of September, 2005 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

Attest:

By: Sara L. Stull  
Sara L. Stull, Secretary

APPROVED this 12<sup>th</sup> day of September, 2005.

By: William E. Froxell  
William E. Froxell, Mayor

AGREEMENT OF SALE

THIS AGREEMENT, made this 12<sup>th</sup> day of September, 2005, by and between **THE BOROUGH OF GETTYSBURG**, a municipal corporation organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, with offices at 59 East High Street, Gettysburg, Adams County, Pennsylvania 17325, hereinafter referred to as "Seller," and **ADAMS COUNTY HOUSING AUTHORITY**, a nonprofit corporation organized and existing under and by virtue of the laws of the Commonwealth of Pennsylvania, with its principal place of business at 40 East High Street, Gettysburg, Adams County, Pennsylvania 17325, hereinafter referred to as "Buyer."

**WITNESSETH:**

1. The Seller, in consideration of the covenants and agreements hereinafter contained, on the part of the Buyer to be kept and performed, does hereby agree to sell and convey to the Buyer **ALL** those two (2) lots of ground situate in the Borough of Gettysburg, Adams County, Pennsylvania, identified as Parcel 248 on Adams County Tax Map 10 and more particularly described in a Declaration of Taking filed in the Office of the Recorder of Deeds of Adams County, Pennsylvania in Record Book 768 at page 184, hereinafter referred to as the "subject property." A true and correct copy of said Declaration of Taking is attached hereto as Exhibit "A" and is incorporated herein by reference. The conveyance of the subject property by the Seller to the Buyer shall be in consideration of the sum of One Dollar (\$1.00) and such other good and valuable consideration as set forth in this Agreement of Sale.

2. At the time of final settlement, Seller will make, execute, acknowledge and deliver to the Buyer a deed without covenants of warranty conveying said tract in fee simple, with good and marketable title, free from all liens and encumbrances, but subject to any existing easements, rights of way, restrictions and/or covenants which may affect the same.

3. The Seller shall reserve a twelve foot (12') strip of land from the subject property for the expansion of the public alley which connects with South Washington Street for the purposes of the use by the public for vehicular and pedestrian travel. The reservation of said twelve foot (12') strip of land shall be set forth in the deed from the Seller to the Buyer.

4. The Buyer represents and warrants to the Seller that it is a Pennsylvania nonprofit corporation which is engaged in community development of real estate for

affordable housing purposes and that the purpose of this acquisition is for the development of the subject property with single-family housing units for family home ownership.

5. Buyer agrees that it will develop and sell the property for affordable housing purposes only. Buyer agrees to commence development for the permitted purpose within two (2) years of the date of this agreement. Buyer shall be deemed to have commenced development on the date that it files a preliminary or final subdivision plan or zoning application designed to provide affordable housing.

6. If Buyer fails to commence development as aforesaid within the two (2) years of this agreement or if Buyer at any time prior to sale of the property for affordable housing purposes uses the property for another purpose, title to the premises shall revert to Seller. Seller agrees, however, to waive or release the right of reversion in order for Buyer to obtain financing needed for its affordable housing project.

7. The development of the subject property for the sale of affordable housing units is subject to Buyer procuring all applicable approvals from the Borough of Gettysburg, the County of Adams, and the Commonwealth of Pennsylvania, including, but not limited to, subdivision and land development approvals, zoning approvals, and any Historic Architectural Review Board approvals.

8. In addition to the approvals listed above, the development of the subject property may be subject to final archeological approval from the Bureau for Historic Preservation, Pennsylvania Historical and Museum Commission prior to commencement of any development of the subject property.

9. Final settlement on this sale shall be held in the office of the attorney representing the Buyer on or before Sept. 30, 2005.

10. Possession of the subject property shall be delivered to the Buyer at the time of final settlement.

11. The Buyer acknowledges that it has had reasonable and sufficient opportunity to inspect the subject property. It is acknowledged and understood that Seller makes no representations or warranties, express or implied, concerning the condition of the property. The property is to be conveyed "as is."

12. As a political subdivision of the Commonwealth of Pennsylvania, the Seller is exempt from the payment of realty transfer tax in this transaction. To the extent that any

transfer tax is due and owing as a result of the transfer of the subject property from the Seller to the Buyer, the Buyer shall be responsible for the payment of such tax.

13. The Buyer shall pay all costs associated with the transfer to it of the subject property.

14. Tender of an executed deed and purchase money is hereby waived.

15. Time is of the essence of this Agreement of Sale and all of its terms and conditions.

16. All representations and warranties contained in this Agreement of Sale to include but not limited to the representations and warranties contained in paragraphs 4., 5. and 6. above shall survive settlement and shall not merge into the Seller's deed conveying the subject property to the Buyer.

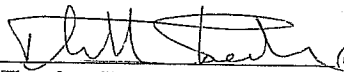
17. This Agreement of Sale constitutes the entire agreement between the parties and it supersedes all prior discussions, understandings or agreements between the parties.

18. The undersigned covenant and agree that this Agreement of Sale shall be legally binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, it being expressly understood, however, that the Buyer shall not transfer or assign this Agreement of Sale without the written consent of the Seller.

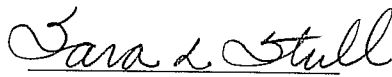
**IN WITNESS WHEREOF**, the undersigned parties, intending to be legally bound hereby, have hereunto set their hands and seals the day and year first above written, this Agreement being executed in two (2) counterparts, each of which is hereby declared to be an original.

**SELLER:**

**BOROUGH OF GETTYSBURG**

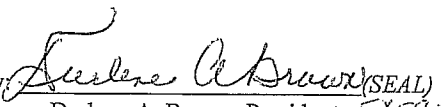
By:  (SEAL)  
Theodore H. Streeter  
President of Borough Council

Attest:

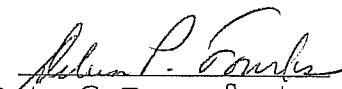
  
Sara L. Stull, Secretary

**BUYER:**

**ADAMS COUNTY HOUSING AUTHORITY**

By:  (SEAL)  
Darlene A. Brown, President EXECUTIVE DIRECTOR

Attest:

  
Debra P. Fournas, Secretary

**Exhibit "A"**

IN THE COURT OF COMMON PLEAS, ADAMS COUNTY, PENNSYLVANIA

CONDEMNATION OF BRANDON TRAILER : No. 93 5721  
COURT PROPERTY IN THE BOROUGH :  
OF GETTYSBURG, ADAMS COUNTY, :  
PENNSYLVANIA, BY THE BOROUGH OF :  
GETTYSBURG FOR A NEIGHBORHOOD :  
DEVELOPMENT PROJECT :

#10  
248

DECLARATION OF TAKING

The Borough of Gettysburg does hereby respectfully declare that:

1) The Condemnor is Borough of Gettysburg, with its principal office presently located at 34 East Middle Street, Gettysburg, Adams County, Pennsylvania, but soon to be located at 59 East High Street, Gettysburg, Pennsylvania.

2) The interest in and to the property described in Exhibit "A" attached hereto and made a part hereof is hereby condemned in fee simple or absolute title by the Condemnor for the purpose of the removal of blight and the redevelopment thereof as a neighborhood development project pursuant to Section 15 of the Borough Code (53 P.S. §46501) and subsection (75) of Section 1202 of the Borough Code (53 P.S. §46202 (75) (pocket part)) as authorized by Resolution adopted July 19, 1993, by said Condemnor. A copy of such Resolution is attached hereto and made a part hereof as Exhibit "B". The original thereof may be examined at the address of the Condemnor set forth above.

3) The purpose of the condemnation is to eliminate blight and to redevelop the property as a neighborhood development project.

4) A description of the property condemned sufficient for its identification is set forth on Exhibit "A" attached hereto and made a part hereof. A plan showing the property condemned is on the same day as this Declaration is being filed with the Prothonotary being lodged for record in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in accordance with Section 404 of the Eminent Domain Code.

5) The nature of the title acquired in and to said property is a fee simple or absolute title.

BK0768PG0184

6) A plan showing the condemned property may be inspected at the address of the Condemnor.

7) Just compensation for the condemnation of said premises is secured by the power of taxation of the Borough of Gettysburg, whereupon the funds raised, or lawful to be so raised, are deemed pledged and made security for the payment of the damages as shall be determined by law.

BOROUGH OF GETTYSBURG

By Jean E. Simpson  
President of Borough Council

COMMONWEALTH OF PENNSYLVANIA :  
BOROUGH OF GETTYSBURG, COUNTY : SS  
OF ADAMS :

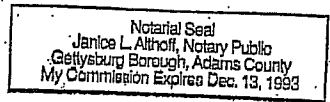
Jean Simpson, being duly sworn according to law, deposes and says that she is President of the Council of the Borough of Gettysburg, and makes this Affidavit in its behalf, being familiar with the facts and having authority so to do; and that all of the statements in the foregoing Declaration of Taking are true and correct to the best of her information, knowledge and belief.

Jean E. Simpson (SEAL)  
Jean Simpson

Sworn to and subscribed before  
me this 18<sup>th</sup> day of August, 1993.

Janice L. Althoff  
Notary Public

My commission expires:



Aug 18, 1993 This being a true  
and attested copy taken from  
and compared with the original  
Attest:

Richard A. Post  
Prothonotary

BK0768PG0185



Exhibit "A"

ALL those certain two lots of ground situate in the Borough of Gettysburg, Adams County, Pennsylvania, more particularly bounded and described as follows:

Tract No. 1: BEGINNING at a point at the edge of the sidewalk on the East side of South Washington Street, at corner of land now or formerly of Edna E. Eicholtz, et al.; thence along the East side of South Washington Street, North 5 degrees East, 60 feet to a point at corner of land of Roy M. Mundorff, about to be conveyed to Ellis Smith; thence along land of the same South 85 degrees East, 150 feet to a point at a twelve (12) foot wide alley; thence along the said twelve (12) foot wide public alley, South 5 degrees West, 60 feet to an iron pin at corner of land now or formerly of Edna E. Eicholtz, et al.; thence along land of the same North 85 degrees West, 150 feet to a point at the edge of the sidewalk on the East side of South Washington Street, the place of BEGINNING.

Tract No. 2: BEGINNING at an iron pin at the edge of the sidewalk on the East side of South Washington Street, at corner of a twelve (12) foot wide public alley; thence along the said twelve (12) foot wide public alley, South 85 degrees East, 150 feet to an iron pin at corner of another twelve (12) foot wide public alley; thence along the last mentioned twelve (12) foot wide alley, South 5 degrees West, 30 feet to a point; thence along land of Jacob Mundorff, deceased, about to be conveyed to Ellis Smith, North 85 degrees West, 150 feet to a point at the edge of the sidewalk on the East side of South Washington Street; thence along the East side of South Washington Street, North 5 degrees East, 30 feet to an iron pin at the edge of the aforesaid sidewalk, the place of BEGINNING.

BEING the same which Roy E. Thomas and Julia M. Thomas, his wife, by their deed dated September 22, 1976, and recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania, in Deed Book 326 at Page 1106, sold and conveyed unto Gerald Brandon and Frances Yvonne O. Brandon.

BK0768PG0186

A RESOLUTION OF THE BOROUGH OF GETTYSBURG  
DETERMINING THE BRANDON TRAILER COURT PROPERTY  
IN THE BOROUGH OF GETTYSBURG TO BE A BLIGHTED  
AREA, AUTHORIZING THE FILING OF A DECLARATION OF TAKING  
TO APPROPRIATE SUCH PROPERTY IN FEE SIMPLE, THE  
UNDERTAKING OF THE REDEVELOPMENT THEREOF AS  
OF A COMMUNITY DEVELOPMENT PROGRAM AND THE  
TAKING OF ALL OTHER ACTIONS THAT MAY BE NECESSARY  
OR DESIRABLE TO THOSE ENDS

WHEREAS, the Borough of Gettysburg has determined that the Brandon Trailer Park property situated on the East side of the third block of South Washington Street in the Borough of Gettysburg and more particularly described on Exhibit "A" attached hereto, has become blighted due to the unsafe, unsanitary and inadequate condition of the mobile home dwellings located thereon; and

WHEREAS, the Borough has also determined that such blighted area requires acquisition, clearance and redevelopment in order to promote the public health, safety, and welfare; and

WHEREAS, the Borough of Gettysburg has the authority to enter upon and appropriate private lands for purposes authorized by the Borough Code; and

WHEREAS, this Borough is authorized by the Borough Code to undertake community development programs including, but not limited to, neighborhood development projects; and

WHEREAS, the Borough intends the redevelopment of such property as part of its continuing program to improve the inadequate condition of much of the housing in certain neighborhoods of its third ward.

NOW THEREFORE BE IT RESOLVED, that this Borough hereby formally makes the determinations set forth in the above premises;

FURTHER RESOLVED, that this Borough undertake a community development program to redevelop the housing on such property and, to that end, exercise its power to enter upon an appropriate such property in fee simple;

FURTHER RESOLVED, that the officers of this Borough be, and hereby are, authorized and directed to execute and file a Declaration of Taking as well as all other instruments and documents; and to do any and all other things that may be necessary and useful in order to carry out these resolutions and consummate such community development project;

FURTHER RESOLVED, that just compensation for the taking of such property is estimated to be \$ 67,500.

BK 0768 PG 0187

I do hereby certify that I am the duly qualified and acting Secretary of Borough of Gettysburg; that the foregoing Resolutions were adopted at a special meeting of the Borough Council of that Borough duly held on July 19, 1993, after Notice duly given, at which meeting a quorum was present and voting; and that such Resolutions have not been amended nor rescinded and remain in full force and effect on the date hereof.

Date:

July 19, 1993

July 19, 1993

Sara L. Weaver  
Secretary

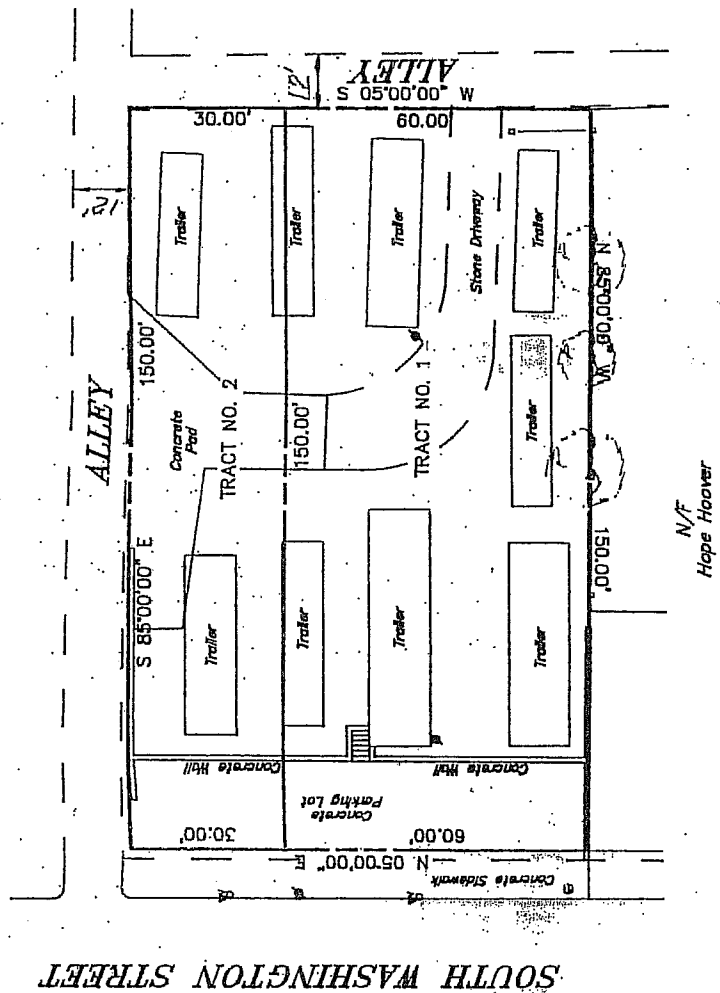
Jean E. Simpson Pres.

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**NOTES:**

Tax Map 10, Parcel 248  
 Source Of Title, Deed Book No. 326, Page 1,106  
 Area Of Tract No. 1 & No. 2 = 13,500

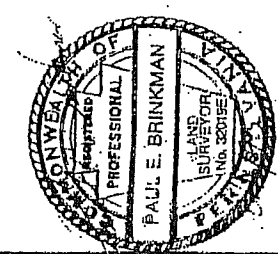
EXHIBIT "B"



**GETTYSBURG BOROUGH**

DRAWN BY	ALJK
CHECKED BY	P.E.B.
SCALE	1"=50'
DATE	8-17-03
DWG. NO.	2303006
FILE NO.	230310000
SHEET	1 OF 1

PLAN SHOWING CONDEMNATION  
 OF  
 PROPERTY BELONGING TO  
**GERALD & FRANCES YVONNE BRANDON**  
 Adams County, Pennsylvania  
 Gettysburg Borough



**C.S. DAVIDSON, INC.**  
 CONSULTING CIVIL ENGINEERS  
 36 NORTH DUKE STREET, YORK, PENNSYLVANIA  
 PHONE NO. (717) 846-4600