

**RESOLUTION**

10906-a

**WHEREAS**, the Borough of Gettysburg, by virtue of a certain Deed dated August 29, 2003, which Deed is recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania in Record Book 3275 at page 97, is the owner of certain real property comprised situate in the Borough of Gettysburg and identified as Parcel 227 on Adams County Tax Map 10, commonly known as 117 Breckenridge Street; and

**WHEREAS**, the Borough of Gettysburg desires to convey said real property to South Central Community Action Programs, Inc., 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 South Central Community Action Programs, Inc. for the development, rehabilitation and sale of the same to qualified persons for single-family home ownership for a low or moderate income family.

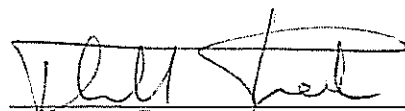
**RESOLVED**, that Theodore H. Streeter, President of Borough Council and Sara L. Stull, Borough Secretary be authorized to execute and deliver the Agreement of Sale on behalf of the Borough of Gettysburg in the form attached hereto as Exhibit "A" for the sale of the aforesaid real property to South Central Community Action Programs, Inc. for the development, rehabilitation, and subsequent sale of the same to qualified persons for single-family home ownership for a low or moderate income family.

**BE IT FURTHER RESOLVED**, that Theodore H. Streeter, President of Borough Council and Sara L. Stull, Borough Secretary are hereby authorized to execute any and all other settlement documents necessary to convey the aforesaid real property to South Central Community Action Programs, Inc. 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 9<sup>th</sup> day of October 2006 at a duly advertised meeting of the Borough Council of the Borough of Gettysburg.

BOROUGH OF GETTYSBURG

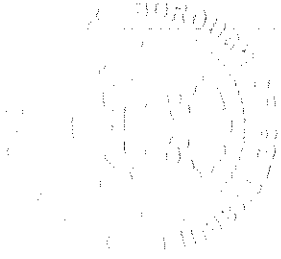
By:



Theodore H. Streeter  
President of Borough Council

Attest:

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



APPROVED this 9<sup>th</sup> day of October, 2006.

By: William E. Troxell  
William E. Troxell, Mayor

**Exhibit "A"**

**AGREEMENT OF SALE**

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2006, 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 **SOUTH CENTRAL COMMUNITY ACTION PROGRAMS, INC.**, 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 153 North Stratton 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** that improved tract of land situate in the Borough of Gettysburg, Adams County, Pennsylvania, commonly known as 117 Breckenridge Street, Gettysburg, Pennsylvania and more particularly identified as Parcel No. 227 on Adams County Tax Map 10 and more particularly described in a deed dated August 29, 2003 and recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania in Record Book 3275 at page 97, hereinafter referred to as the "subject property." A true and correct copy of said deed 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, subject, however, to a mortgage, dated August 29, 2003 and recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania in Record Book 3275 at page 1000 in the amount of \$50,000.00 in favor of the County of Adams but free from any other liens and encumbrances, but subject to any existing easements, rights of way, restrictions and/or covenants which may affect the same.

3. 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 and rehabilitation of the subject property with a single-family housing unit for family home ownership for a low to moderate income family.

4. Buyer agrees that it will develop, rehabilitate and sell the subject property for affordable housing purposes only.

5. 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.

6. The rehabilitation of the subject property for the sale of the same for affordable housing purposes is subject to Buyer procuring all applicable approvals and meeting all laws, ordinances and regulations of the Borough of Gettysburg, the County of Adams, and the Commonwealth of Pennsylvania.

7. This Agreement of Sale is conditioned upon the County of Adams extending the due date on its Mortgage Note, dated August 29, 2003 in the amount of \$50,000.00 until August 31, 2007 or until such time as the subject property is sold by Buyer to a qualified low

to moderate income family for affordable housing purposes. Said Mortgage Note shall be assumed by the Buyer who will cause the same to be paid in full upon its sale of the subject property as aforesaid. The remainder of the sales proceeds will be used to reimburse the Buyer for the funds used in the rehabilitation of the subject property.

8. Final settlement on this sale shall be held in the office of the attorney representing the Buyer on or before October 30, 2006.

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

10. 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."

11. 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.

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

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

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

15. All terms, representations and warranties contained in this Agreement of Sale to include but not limited to the terms, representations and warranties contained in paragraphs

3., 4., 5., 6., and 7. above shall survive settlement and shall not merge into the Seller's deed conveying the subject property to the Buyer.

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

17. 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:**

**SOUTH CENTRAL COMMUNITY  
ACTION PROGRAMS, INC.**

By: \_\_\_\_\_ (SEAL)

Attest:

\_\_\_\_\_  
, Secretary



**Exhibit "A"**

Stamp # 2003-003306 Consideration \$1.00  
Loc Gettysburg Borough Aff N  
Commonwealth of Pennsylvania \$225.75  
Gettysburg Borough \$112.87  
Gettysburg Area School District \$112.88  
By: FEE USER Total: \$451.50

Image ID: 000000170812 Type: GEN  
Recorded: 09/02/2003 at 10:32:42  
Fee Amt: \$491.50 Page 1 of 3  
Instr# 200300023127  
Adams County, PA  
Patsv S. Gochenauer Recorder of Deeds  
BK **3275** PG **97**

DEED

THIS DEED, made the 29<sup>th</sup> day of August in the year of our Lord two thousand three (2003),

BETWEEN Mary Tyler, single, of 5831 Quantrell Avenue, Apt. 401, Alexandria, VA 22312, Grantor, AND Borough of Gettysburg, a municipal corporation organized and existing under the laws of the Commonwealth of Pennsylvania, with its principal office located at 59 East High Street, Gettysburg, PA 17325 Grantee.

WITNESSETH, that in consideration of One (\$1.00) Dollar, in hand paid, the receipt whereof is hereby acknowledged, the said Grantor does hereby grant and convey to the said Grantee, ALL that tract of land situate in the Borough of Gettysburg, Adams County, Pennsylvania, more particularly bounded and described as follows:

**BEGINNING** at a point on the inside line of the sidewalk on the North side of Breckenridge Street at the Southwestern corner of land now or formerly of Pat Williams; thence by the inside line of the sidewalk in a westerly direction, 31.4 feet to the East side of a 12 foot wide alley; thence along the East side of said alley in a Northerly direction, 47 feet 6 inches to land now or formerly of Mary Patrick, et al; thence by said land in an Easterly direction of 31.4 feet to a point; thence by land now or formerly of Pat Williams and through the center line of the center wall of the double dwelling in a Southerly direction, 47 feet 6 inches to a point, the place of **BEGINNING**.

Said tract of land is known as Tax Map No. 10 and Parcel No. 227.

The tract of land hereby conveyed being the same which Sharon Johnson, single, by deed dated February 19, 1999, and recorded in the Office of the Recorder of Deeds of Adams County, Pennsylvania in Record Book 2118 at page 30, granted and conveyed unto Mary Tyler, the Grantor herein.

AND the said Grantor does hereby covenant that she will warrant specially the property hereby conveyed.

IN WITNESS WHEREOF, said Grantor ha hereunto set her hand and seal the day and year first above written.

Witness:

William S. Powell

Mary Tyler (SEAL)  
Mary Tyler



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BK 3275 PG 98



Image ID: 00000170814 Type: GEN  
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BK **3275** PG **99**

COMMONWEALTH OF PENNSYLVANIA

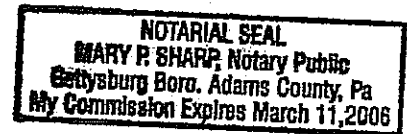
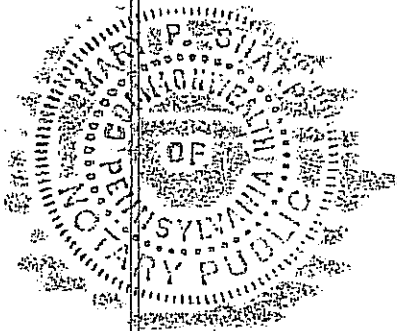
COUNTY OF ADAMS

On this, the 29<sup>TH</sup> day of August, 2003, before me, a Notary Public, the undersigned officer, personally appeared Mary Tyler, single, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained.

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

Mary P. Sharp  
Notary Public

My commission expires:



CERTIFICATE OF RESIDENCE AND ADDRESS

I hereby certify that the precise residence and the complete post office address of the within named Grantee is 59 East High Street, Gettysburg, PA 17325.

Wald. C. H.  
430.155. Attorney for Grantee.