

CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # _____

DATE _____

TITLE

**RESOLUTION TO AUTHORIZE THE EXECUTION OF AN AGREEMENT
BETWEEN THE CITY OF WILLIAMSPORT AND ROBERT F. PIERCE, SR.,
RENEE K. PIERCE, ROBERT F. PIERCE, JR., AND MARIA PIERCE**

BE IT HEREBY RESOLVED that the Mayor and City Controller are authorized to execute the attached sales agreement between the City of Williamsport and Robert F. Pierce, Sr., Renee K. Pierce, Robert F. Pierce, Jr., and Maria Pierce for property located in Tax Parcel #62-02-602 and more particularly described in Exhibit 'A' of the sales agreement.

Approved

City Clerk

President

AGREEMENT FOR THE SALE OF REAL ESTATE

THIS AGREEMENT, made this _____ day of _____, 2010, by and between **Robert F. Pierce, Sr., Renee K. Pierce, his wife, Robert F. Pierce, Jr. and Maria Pierce, his wife**, of the City of Williamsport, County of Lycoming and Commonwealth of Pennsylvania, ("**Sellers**")

A N D

The City of Williamsport, a third class city organized under the laws of the Commonwealth of Pennsylvania, 245 West Fourth Street, City of Williamsport, County of Lycoming and Commonwealth of Pennsylvania, or its assignee or designee ("**Buyer**").

W I T N E S S E T H:

Sellers agree to sell and convey to Buyer, who agrees to purchase all that certain property to be subdivided from Sellers' parcel No. 63-02-602 containing 3,237 square feet as more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Premises").

1. **Purchase Price.**

Buyer agrees to pay the sum of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) and develop

Sellers' parking lot all as set forth herein in consideration for the Premises.

2. **Payment of the Purchase Price.**

Buyer shall cause the purchase price to be paid to Sellers as follows:

(a) Fifteen Thousand and 00/100 Dollars (\$15,000.00) to the Sellers upon the execution and delivery of this Agreement.

(b) One Hundred Thirty-five Thousand and 00/100 Dollars (\$135,000.00) shall be paid to Sellers at the time of Closing as hereinafter set forth.

(c) Buyer shall develop Sellers' remaining parking lot and entrance onto Church Street as shown on Exhibit B which is attached hereto and incorporated herein by reference. During said development, Buyer shall provide free temporary "Careerlink Customer Parking" and free temporary posted and designated ADA parking directly in front of the Careerlink building for all such parking temporarily displaced due to said development of Sellers' parking lot.

(d) Buyer, at Buyer's sole cost, shall resurface the balance of Sellers' parking lot with a 1 inch asphalt top coat, restripe the lot and finish the curbing, sidewalks, and landscaping.

3. **Encumbrances.**

The Premises are to be conveyed free and clear of all liens, encumbrances, easements, and other objections to the title, excepting visible existing utility easements and restrictions, if any, subject, however, to the following:

a. None.

4. **Possession.**

Possession is to be given at time of Closing.

5. **Apportionment.**

Rents, real estate taxes and water and sewer rents, if any, shall be prorated between Buyer and Sellers as of the date of Closing.

6. **Municipal Improvements.**

Any and all municipal improvements relative to the William Street Redevelopment project made prior to the execution of this Agreement are to be paid for by Buyer on or before the Closing, and all subsequent municipal improvements shall be paid for by Buyer.

7. **Title.**

The title to the Premises is to be good and marketable and such as will be insured by a reputable title company at regular rates. Upon failure of Sellers to furnish such title to Buyer at the date of Closing, all monies paid on account as provided in Paragraph Two (2)

shall, at Buyer's option, be returned to Buyer on the Closing date, whereupon this Agreement as well as all rights and liabilities of the parties hereunder shall cease and determine.

8. **Default by Buyer.**

Should Buyer default in performing this Agreement, any sum or sums paid on account shall be retained by Sellers as liquidating damages and this Agreement shall become null and void and the Buyer is released from any and all claims, liabilities, expenses, etc., regarding the balance of the purchase price.

9. **Deed.**

Conveyance shall be by Special Warranty Deed.

10. **Transfer Tax.**

Buyer shall pay any and all real estate transfer taxes.

11. **Closing.**

The Closing is to be made at a date and time to be agreed upon by the parties hereto no later than July 31, 2010. Closing will be made on the above date at the Office of Perciballi & Williams, LLC, A Division of Stevens & Lee, 429 Market Street, Williamsport, PA 17701.

12. **Recording.**

This Agreement shall not be recorded in the Office for the recording of Deeds or in any other office or place of public record and if Buyer shall record this Agreement or cause or permit the same to be recorded, Sellers may, at Sellers's option, elect to treat such act as a breach of the Agreement.

13. **Assignment.**

Seller agrees that Buyer may assign or transfer this Agreement without the written consent of Sellers first being had and obtained, which consent shall not be unreasonably withheld.

14. **Waiver.**

Formal tender of deed and tender of monies are hereby waived.

15. **Broker's Commission.**

Sellers agree to be responsible for any and all Broker's commission due or owing on the aforesaid transaction, if any.

16. **Conditions.**

Sellers and Buyer agree as follows:

(a) This Agreement is conditioned upon obtaining any required regulatory approval prior to the closing date.

(b) This Agreement is conditioned upon the successful subdivision of Sellers' property by Buyer creating the Premises which is the subject of this Agreement. All costs associated with such subdivision are to be paid by Buyer.

(c) This Agreement is conditioned upon Sellers mortgagee, Sovereign Bank, releasing the Premises from its existing mortgage.

17. **Representations.**

(a) Sellers have fee simple indefeasible title to the Premises.

(b) To the best of Sellers' knowledge, no actions, suits, or proceedings at law or in equity, administratively or otherwise, have been instituted or threatened against or affect the Premises being conveyed hereunder.

(c) Sellers have duly executed this Agreement and have full power to enter into and to perform this Agreement according to its terms, and execution and delivery of this Agreement and the consummation of the transaction contemplated hereby will not constitute a default under any indentures, agreements, mortgages or other instruments to which the Sellers are a party.

(d) From the date hereof until the date of Closing, Sellers shall maintain the Premises in the manner in which it has been maintained prior to the date hereof and will continue all materially significant insurance policies and contracts relative to the Premises in full force and effect.

(e) Sellers represent that the Premises is not in violation of any applicable federal, state or local statute, law or regulation, and no notice from any governmental body had been served upon Sellers claiming any violation of any laws, ordinance, code or regulation, requiring or calling attention to the need for any work, repairs, construction, alterations or installation on or in connection with the Premises in order to comply with any laws, ordinances, codes or regulations, with which Sellers have not complied. If there are any such notices with which Sellers have complied, Sellers shall provide Buyer with copies thereof.

18. **Sellers' Indemnity.**

(a) Notwithstanding any investigations made by any of the parties hereto, the representations, warranties and covenants of Sellers contained herein shall survive the Closing.

(b) Sellers will indemnify and hold Buyer harmless from and against, and will reimburse Buyer on demand with respect to all damages, losses, claims, liabilities, costs and expenses (including costs of litigation and attorney's fees) resulting from or in any way attributable to any misrepresentation, breach of warranty, covenant of nonfulfillment of any agreement or in any certificate or other instrument delivered to Buyer by Sellers.

19. **Insurance.**

Risk of loss by fire and/or other casualty shall be the sole responsibility of Sellers until the date of Closing. In the event the Premises shall be substantially damaged by fire and/or other casualty, Buyer shall have the right, at its discretion, to terminate this Agreement, or, at its option, to purchase the Premises for an amount equal to the original purchase price reduced by all proceeds of casualty insurance received by Sellers by reason of such fire or other casualty. In the event of termination, any down payment made hereunder shall be returned to the Buyer and thereupon this Agreement shall be rendered null and void and the parties hereto shall be relieved and released of and from any further liability hereunder.

20. **Counterparts.**

This Agreement sets forth the entire understanding of the parties. It shall not be changed or terminated orally. All the terms and conditions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective representatives, successors and assigns of the Buyer and Sellers. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.

21. **Time of Essence.**

Time and strict performance are the essence of this Agreement.

IN WITNESS WHEREOF, and intending legally to be bound hereby, the said parties have duly executed this Agreement the day and year first above written.

Witness:

SELLERS:

Robert F. Pierce, Sr.

Renee K. Pierce

Robert F. Pierce, Jr.

Maria Pierce

ATTEST:

BUYER:

CITY OF WILLIAMSPORT

By: _____

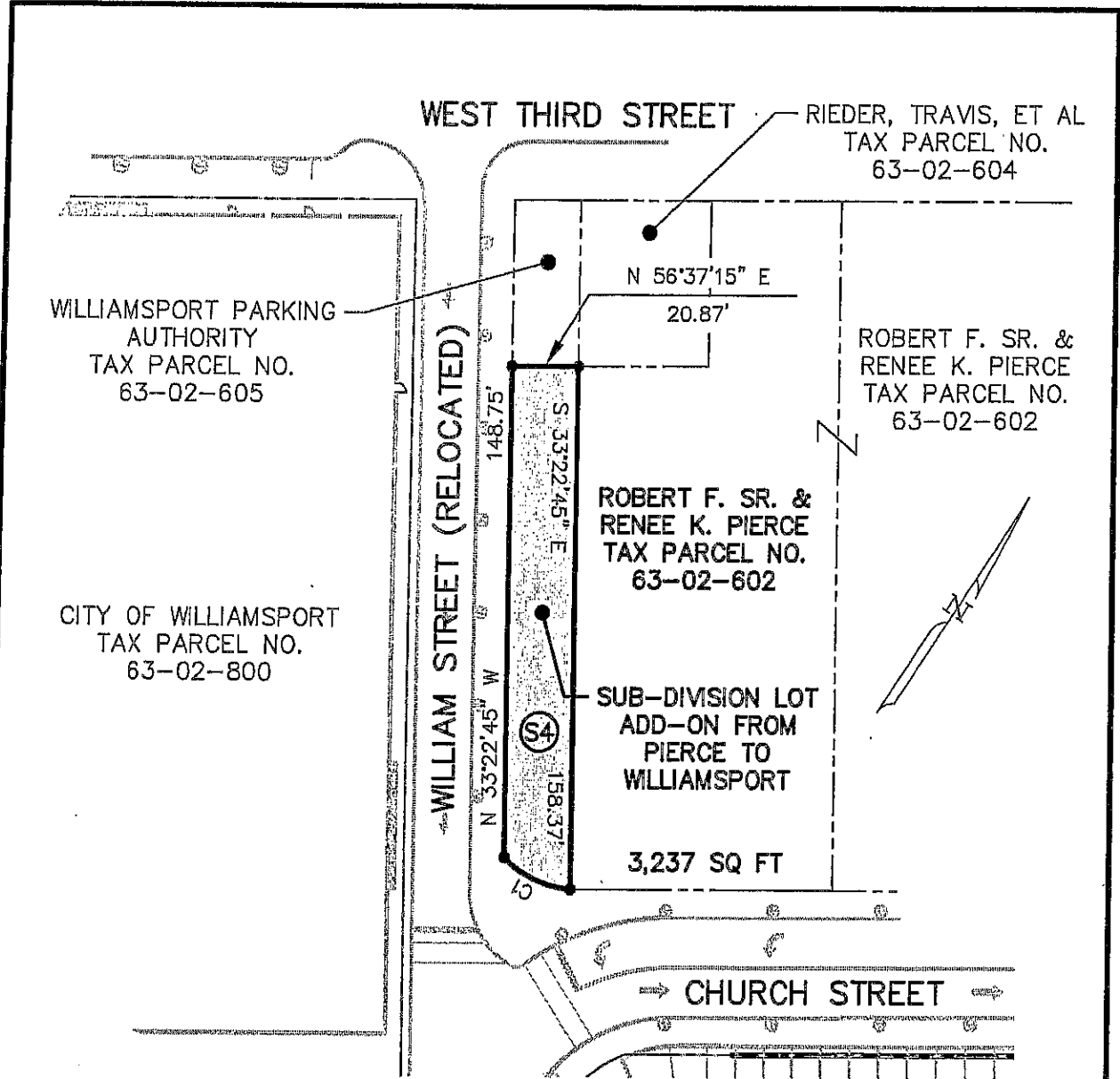
Mayor

ATTEST:

City Clerk

By: _____

City Controller



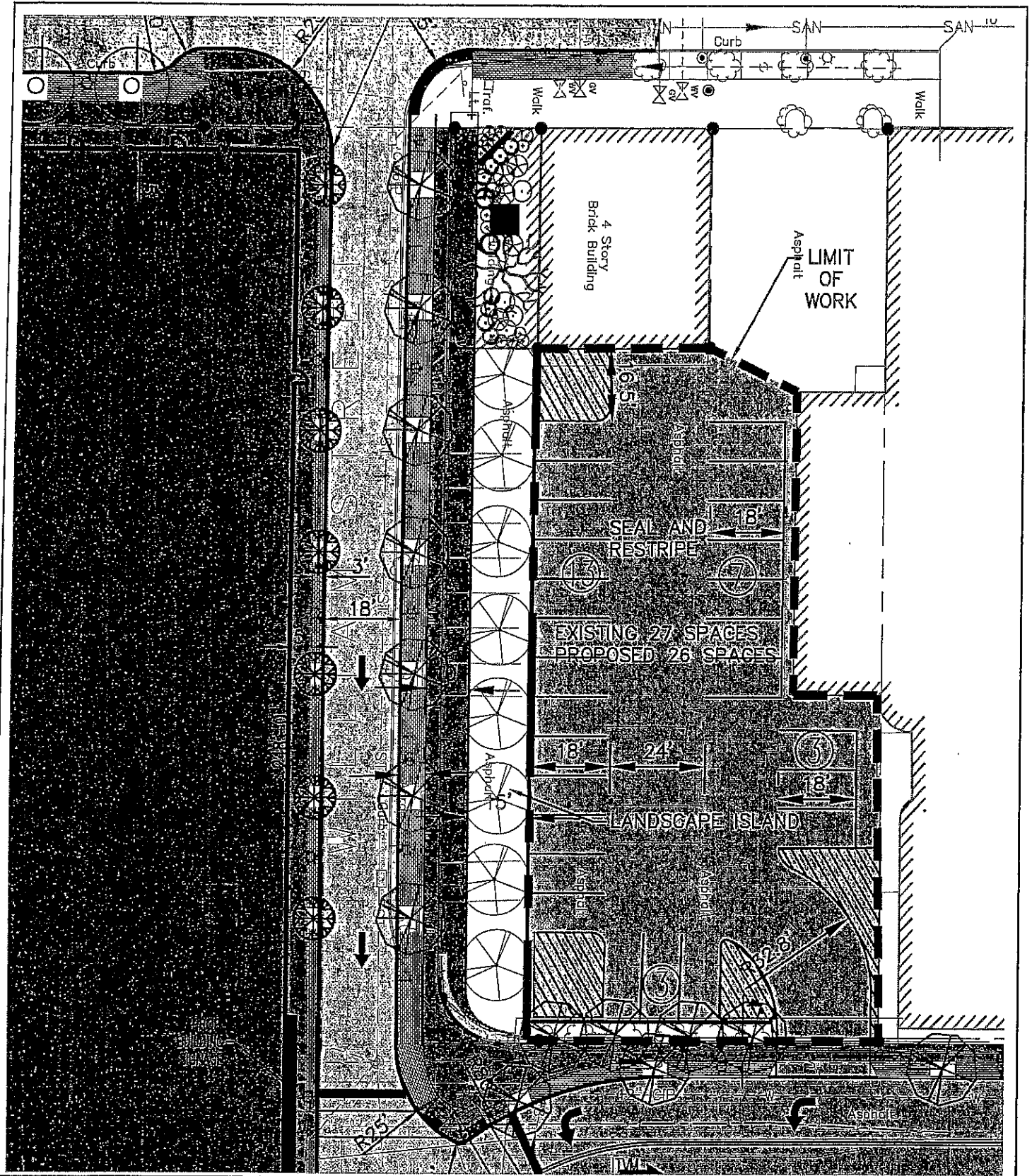
CURVE	RADIUS	ARC LENGTH	LC COURSE	LC DISTANCE
C1	33.00'	23.47'	S 81°22'38" W	22.98'

SCALE: 1" = 50'



DANIEL A. VASSALLO, P.E., P.L.S.
PA LICENSE NO. SU-028925-E

Job No. 10-059	VASSALLO ENGINEERING & SURVEYING, INC. 1918 WEST THIRD STREET WILLIAMSPORT, PA 17701 PHONE: (570) 322-6266	EXHIBIT A SUB-DIVISION ON LAND OF ROBERT & RENEE PIERCE TAX PARCEL NO. 63-02-602 CITY OF WILLIAMSPORT LYCOMING COUNTY, PENNSYLVANIA	DRAWING NO.
Date: 06/01/2010			S-4
Drawn By: A.M.U.			
Approved By: D.A.V.			
Scale: As Noted			1 OF 1



L.R. Kimball
 ARCHITECTURE • ENGINEERING • COMMUNICATIONS TECHNOLOGY

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 web site www.kimballcorp.com

WILLIAM STREET REDEVELOPMENT

CITY OF WILLIAMSPORT
 245 WEST FOURTH STREET
 WILLIAMSPORT, PA 17701

MARK	DATE	DESCRIPTION
ISSUE:	6/09/10	
PROJECT NO.:	08-1300-0303	
DRAWING SCALE:	1" = 30'	
DRAWN BY:	ICB	
CHECKED BY:	GLH	

SHEET TITLE
PIERCE PROPOSED PARKING PLAN
EXHIBIT B